

AGENDA

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

8/8/2022

**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. 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

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
 - a. Water Use and Conservation

2. Economic Development projects
 - a. Update on the 2022 Retail & Restaurant Survey results
3. Organizational updates
 - a. Flo Mo Convos

G. 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).

H. COORDINATION OF CALENDARS

1. A budget work session is scheduled for Thursday, August 18.
2. A regular meeting is scheduled for Monday, August 22.
3. A Council retreat is proposed for Friday, October 28 and Saturday, October 29. The in-town location and time is to be determined.

I. CONSENT ITEMS

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

1. Minutes 7/18- Consider approval of the minutes from a regular meeting of the Town Council held on July 18, 2022.
2. Order Election - Crime & Fire Districts- Town Council serving as the Board of Directors for the Crime Control and Prevention District (CCPD) and Fire Control, Prevention, and Emergency Medical Services (EMS) District to consider approval of an order ordering a special election to be held on the 8th day of November, 2022, for the purpose of submitting to the qualified voters of the District a ballot proposition on whether to continue the CCPD and Fire Control, Prevention, and EMS District sales tax at the rate of one-fourth of one percent for each district; providing for election officers; designating the places and manner of holding said election; and providing for the posting and publication of notice.
3. Order Election - Street Maint. Reauth.- Consider approval of an ordinance ordering a special election to be held on the 8th day of November, 2022, for the purpose of submitting to the qualified voters of the Town of Flower Mound, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; providing for election officers; designating the places and manner of holding said election; and providing for the posting and publication of notice.
4. CDBG 2022 Action Plan- Consider approval of a resolution authorizing the adoption of the Program Year 2022 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
5. No-New-Revenue & Voter-Approval Tax Rate- Consider accepting the submission of the notice of a no-new-revenue tax rate of \$0.385619 per \$100 assessed valuation and a voter-approval tax rate of \$0.406682 per \$100 assessed valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

6. Schedule Budget & Tax Rate Meetings- Consider proposing a maximum tax rate of \$0.405000 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.
7. Schedule Crime District Public Hearing- Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 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.
8. Schedule Fire District Public Hearing- Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 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.
9. Certified Collection Rate- 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.
10. 2022 Certified Appraisal Roll- Consider approval of an ordinance establishing the 2022 certified appraisal roll.
11. CIP Amend 6- Consider approval of Amendment No. 6 to the Fiscal Year 2021-2022 Capital Improvement Program.
12. 4th FY 21-22 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21, No. 05-22 and No. 22-22 for adjustments to the Vehicle and Equipment Replacement Fund.
13. Vehicle Purchase - Fire Dept.- Consider approval of the purchase of a Pierce Air and Light Unit (Enforcer Rescue Body) for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the BuyBoard Contract #651-21, in the total amount of \$443,542.00; and authorization for the Mayor to execute same on behalf of the Town.
14. BuyBoard Contract for Signal Items- Consider Approval of the purchase of traffic signal system software, traffic controllers, and traffic related products, in the estimated annual amount of \$400,000.00, from Paradigm Traffic Systems, Incorporated, through the BuyBoard Cooperative Purchasing contract.
15. LISD Elementary School Patrol- Consider approval of an agreement for the 2022-2023 school year with the Lewisville Independent School District (LISD) to contract with the Town of Flower Mound for law enforcement services for LISD elementary schools and authorize the Mayor to execute same on behalf of the Town.

16. School Zone for AISD ES- Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, adding a reduced school speed zone for Argyle Independent School District for Elementary School Number 3.
17. FM River Walk Hotel Ch. 380 Assignment- Consider approval of a partial assignment of interest in the Chapter 380 Agreement between the Town of Flower Mound and FM River Walk Hotel, I, LP, to RiverWalk750, LLC, and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEMS

18. Rippy Road Phase II Const Award- Consider approval of a Construction Agreement with XIT Paving and Construction, Inc., for the Rippy Road project, in the amount of \$7,443,592.00; and authorization for the Mayor to execute same on behalf of the Town.
19. Lopo Rd & Wood Creek Recon- Consider approval of a Construction Agreement with Urban Infraconstruction, LLC, for the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project, in the amount of \$1,974,083.00; and authorization for the Mayor to execute same on behalf of the Town.
20. Historical Commission- Discuss and consider establishing a Flower Mound Historical Commission.

K. 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.

21. Discuss and consider the upcoming Board & Commission interview process in September. (No packet content)

L. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with 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. Housing Discrimination Complaint
 3. La Estancia Investments, L.P., v. Town of Flower Mound
- 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.

M. RECONVENE TO REGULAR MEETING

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

N. 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: August 5, 2022, at 3:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at 972.874.6076. Additional time limits will be provided to members of the public that need to address the Town Council through a translator.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: August 8, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on July 18, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on July 18, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 7/18

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 18TH DAY OF JULY 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
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Brian Taylor	Councilmember Place 3
Jim Engel	Councilmember Place 4

with the following member absent:

Sandeep Sharma	Mayor Pro Tem
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constituting a quorum with the following members of the Town Staff participating:

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Clay Riggs	Assistant Town Engineer
Lexin Murphy	Director of Planning Services
Chuck Jennings	Director of Parks & Recreation
Paul Henley	Fire Chief
Andy Kancel	Police Chief
Steven Strickland	Police Lieutenant
Barbara Hill	Crossing Guard Supervisor

A. CALL MEETING TO ORDER

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

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

Chaplain Vinson gave the invocation and Mayor France led the pledges.

D. PRESENTATIONS

1. Proclamation and Presentation of Hometown Hero Jon Kraatz

Mayor France recited and presented the Proclamation to his parents Lesa & Dan Kraatz.

2. GoZone & Mobility Solutions

Paul Christina, DCTA Interim Chief Executive Officer, gave a presentation identifying or noting:

- DCTA background
- Coppell First/Last Mile Lyft On-Demand Service
- Frisco Demand Response Service
- Commuter Vanpool
- GoZone
- GoZone Service Profile
- Flower Mound GoZone Use Case
- Concept 1: A-train Stations to Points of Interest
- Concept 2: Unrestricted Highland Village/Lewisville Zone to Flower Mound Points of Interest
- Concept 3: Unrestricted Highland Village/Lewisville Zone to Flower Mound FM 2499 Corridor
- Cost Per Ride
- Next steps

and he responded to questions from Council regarding:

- Costs and budgeting
- Fixed route service vs. last mile service
- Levels of service

and there was Council discussion regarding:

- Options presented
- Not in favor of serving specific geographic areas in town
- Commuter vanpool as a possible viable option
- Not interested in subsidizing transportation
- Possible use of TIRZ funds

There was general Council interest in taking a closer look at the vanpool option.

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.

	Speaker names and address	Subject (as written on the form)
1.	Scott Langley, 800 Carter Ct	GoZone

F. ANNOUNCEMENTS

Several members of Council expressed thanks to Town staff for everything they did to make Independence Fest a huge success.

Councilmember Taylor announced the new Flo Mo Convos program and encouraged everyone to attend. He also extended happy birthday wishes to his son.

Councilmember Engel provided information about applying for a Town Board/Commission.

G. TOWN MANAGER'S REPORT

Mr. Childers provided an update on the following projects:

1. Capital improvement projects

No discussion.

2. Economic Development projects

No discussion.

3. Operational updates

a) Mr. Jennings provided a report on the July 4 Independence Fest.

b) Chief Henley gave a presentation identifying or noting:

- Mission: Lifeline EMS recognition program
- Flower Mound reached Gold Plus award recognition for 2022 from Mission: Lifeline EMS Recognition

c) Flo Mo Convos update

H. FUTURE AGENDA ITEMS

No future agenda item request.

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, August 8.

Mayor France confirmed that all members of Council will be present at this meeting.

J. CONSENT ITEMS

1. Consider approval of the Town Council minutes from a special and regular meeting held on June 20, 2022, and a special meeting held on June 23, 2022.
2. Consider approval of the purchase of network firewall replacements from Edge Team Technology in the amount of \$32,867.98
3. Consider approval of the purchase of Security Information and Event Management (SIEM) technology from Edge Team Technology in the amount of \$32,502.96
4. Consider approval of Development Agreement for the 300 Old Gerault Project for \$173,968.20 to replace some of the gravel portion of Old Gerault Road with concrete pavement.
5. Consider approval of the purchase of unleaded and diesel fuels for Town Fleet Vehicles through OMNIA Cooperative Contract Number 53316 managed/ assigned to the City of Fort Worth, in the estimated annual amount of \$963,000.

6. Consider approval of a Service Agreement with Ranch Hands Rescue, in an amount not-to-exceed \$25,000.00 in Community Development Block Grant-CV funds, to provide services to Flower Mound residents impacted by domestic violence; and authorization for the Mayor to execute same on behalf of the Town.
7. Consider approval of a Service Agreement with Denton County Friends of the Family, in an amount not-to-exceed \$80,098.25 in Community Development Block Grant-CV funds, to provide services to Flower Mound residents impacted by domestic violence; and authorization for the Mayor to execute same on behalf of the Town.
8. Consider approval of a Service Agreement with Children's Advocacy Center for North Texas, in an amount not-to-exceed \$80,098.25 in Community Development Block Grant-CV funds, to provide services to Flower Mound residents impacted by domestic violence; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of the purchase of one (1) 2023 Ford Pursuit Rated Hybrid Police Interceptor Utility with Police equipment packages as per Town of Flower Mound Specifications and Vendor Quote from the Holiday Auto Group for Police Services in the amount of \$61,863.00.
10. Consider Approval of the purchase of traffic analytics detection systems and other traffic related parts, in the estimated annual amount of \$500,000.00, from AM Signal, through the Purchasing Cooperative of America contract.
11. Consider adoption of the Town Council 2022 Strategic Planning Session Summary Report.

Councilmember Schiestel moved to approve by consent Items 1 – 11, 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: TAYLOR, SCHIESTEL, ENGEL, MARTIN

NAYS: NONE

ABSENT: SHARMA

K. REGULAR ITEMS

12. Consider a Site Plan (SP22-0002 – HTeaO) to develop a fast food restaurant with a drive through window, with a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch. The property is generally located south of Cross Timbers Road and west of Morriss Road. (PZ recommended approval by a vote of 6 to 0 at its July 11, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site plan
- Exception to roof pitch
- Site photos
- Landscape plan
- Elevations

Applicant Presentation

Aaron Mattiage, business owner, gave a presentation identifying or noting:

- Mission statement
- Core values

and he responded to questions or comments from Council regarding:

- What is the impact if the exception is not allowed.

Deputy Mayor Pro Tem Martin moved to approve as presented. Councilmember Taylor seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

ABSENT: SHARMA

13. Public Hearing to consider an ordinance granting a Specific Use Permit No. 478 (SUP22-0001– 1307 College Parkway Accessory Dwelling) to permit an accessory dwelling. The property is generally located south of College Parkway and west of Kirkpatrick Lane. (PZ recommended approval by a vote of 6 to 0 at its July 11, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Concept plan
- Site photos
- Accessory dwelling regulations
- Material board

Mayor France opened the Public Hearing at 7:06 p.m. No one spoke. Mayor France closed the Public Hearing at 7:07 p.m.

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

ORDINANCE NO. 35-22

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. 478 (SUP-478) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS LOT 1, BLOCK A OF FLUFFY ESTATES AND ZONED SF-E SINGLE-FAMILY ESTATE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN

NAYS: NONE

ABSENT: SHARMA

14. Public Hearing to consider an ordinance amending 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. (The Parks Board recommended approval by a vote of 7 to 0 at its June 2, 2022, meeting.) (The Transportation Commission recommended approval by a vote of 6 to 0 at its June 14, 2022, meeting.) (PZ recommended approval by a vote of 6 to 0 at its June 27, 2022, meeting.)

Staff Presentation

Mr. Jennings provided background information, and he, or Mr. Childers responded to questions or comments from Council regarding:

- If adopted, what is the level of financial commitment

Consultant Presentation

Kendall Howard, and Lenny Hughes, Halff consulting firm, gave a presentation identifying or noting:

- Plan process and schedule
- What's been completed
- Key takeaways
- Master plan outline, vision
- Existing system
- Proposed facility classifications
- Recommendation methodology
- Draft network map
- Project and corridor prioritization
- Implementation, including segment gaps and initiatives
- Grant project recommendations
- Other CIP/4B funds/transportation commission project costs
- Past meeting history

and they, Mr. Jennings, Mr. Riggs, Mr. Dalton, or Mr. Childers responded to questions or comments from Council regarding:

- Off street trails and on street bikeways designation
- If consideration was given to whether proposed trails were in the TIRZ District
- Degree of confidence that the Town could receive grant dollars for a few of the trails presented
- Trail improvement near high school
- Consequences if Council doesn't approve this evening

There was Council discussion regarding:

- Not interested in tearing out current trails that are in good condition but to focus on building new (more of the amenity that is not there)
- Not interested in putting a trail adjacent Flower Mound Road to Garden Ridge
- Need for a distinction between roadside and off street trails

- Not on board with the visionary projects at the cost of \$79 million
- How some of the gaps are because the land is undeveloped
- Primary purpose of trails
- Like the intent but concerns about how the priorities are established
- Possibility of postponing action on the item
- Interest in revisiting the priorities, and particularly for off street trails and new capacity
- The need for clarification regarding ranking when this item comes back – some verbiage as to why it was ranked the way it was
- Interest in understanding more about high priority and low cost for the purpose of cost benefit analysis
- Like app development, signage, and safety being a priority

Mayor France opened the Public Hearing at 8:18 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
		Scott Langley, 800 Carter Ct

Mayor France closed the Public Hearing at 8:20 p.m.

Deputy Mayor Pro Tem Martin moved to postpone item 14 until a date by which staff can comfortably make regarding recommendations and prioritizations. Councilmember Engel seconded the motion.

VOTE ON MOTION:

AYES: MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

ABSENT: SHARMA

Motion passed (to postpone)

15. Consider recommendation to increase School Crossing Guard compensation and/or adopt attendance incentive pay.

Staff Presentation

Chief Kancel provided background information. Lieutenant Strickland gave a presentation identifying or noting:

- Program background
- Staffing history
- Program comparison
- Staffing obstacles
- Recruitment efforts
- Staffing vacant positions
- Projected costs
- Solutions
- Pay increase comparisons

- Staff recommendation

and they, Ms. Hill, or Mr. Childers responded to questions or comments from Council regarding:

- Argyle school located in Flower Mound
- How is retention being incentivized
- If the changes proposed will help the Town be successful in recruiting employees
- Split shift work schedule and possibility of having the crossing guards work at both elementary and middle schools

There was Council discussion regarding:

- How the \$15 an hour is reasonable and acceptable to the option 2 incentives proposal

Councilmember Schiestel moved to approve the increase option # 2 as presented, \$15/hour, plus incentive, plus the guaranteed 177 days for the crossing guard employees. Deputy Mayor Pro Tem Martin seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN

NAYS: NONE

ABSENT: SHARMA

16. Consider approval of a request (MISC22-0002) for a variance to Section 34-182(b)(5), entitled "Construction work," of the Code of Ordinances to allow extended hours for construction of the Lakeside Village development.

Staff Presentation

Mr. Dalton gave a presentation identifying or noting:

- Location
- Variance request
- Site photo
- Permit conditions
- Truck Route

And he, or Rebecca Everitt, Realty Capital Management, responded to questions or comments regarding:

- Were there any noise complaints initially in 2017
- Ability to manage the timing with contractors
- Possibility of having no construction on Sunday

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

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

ABSENT: SHARMA

L. BOARDS/COMMISSIONS

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

No discussion.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:55 p.m. on July 18, 2022, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 10:07 p.m. on July 18, 2022, and there was no action taken on the following items:

- a. Consultation with Attorney.
 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
 2. Housing Discrimination Complaint
 3. La Estancia Investments, L.P., v. Town of Flower Mound
- 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, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.
- e. Discuss the duties of the Municipal Court Judge, including the June report regarding court activities.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 10:07 p.m. on Monday, July 18, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT



TOWN COUNCIL AGENDA ITEM NO. 2 CONSENT ITEM

DATE: August 8, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Town Council serving as the Board of Directors for the Crime Control and Prevention District (CCPD) and Fire Control, Prevention, and Emergency Medical Services (EMS) District to consider approval of an order ordering a special election to be held on the 8th day of November, 2022, for the purpose of submitting to the qualified voters of the District a ballot proposition on whether to continue the CCPD and Fire Control, Prevention, and EMS District sales tax at the rate of one-fourth of one percent for each district; providing for election officers; designating the places and manner of holding said election; and providing for the posting and publication of notice.

BACKGROUND INFORMATION: Town Council created the Revenue Options Committee (ROC) in 2007 to review and evaluate new or increased revenue sources. The ROC recommended Town Council call an election to consider four one-quarter cents of sales tax for parks and recreation, street maintenance, crime control, and fire control.

The CCPD and Fire Control, Prevention, and EMS was originally approved by the voters on November 6, 2007, and reauthorized in 2011. Reauthorization periods for these districts can be 5, 10, 15, or 20 years per Local Government Code Sections 363 and 344. Council direction was provided on June 16 to prepare ballot language for a 20 year reauthorization period for both districts.

The attached Orders will allow voters within the districts to vote on the sales tax reauthorization on November 8, and as indicated in the above item caption.

An informational publication will be sent to all Flower Mound utility billing customers describing how the funds in these districts are utilized.

If the dedicated sales tax for both districts is reauthorized, the sales tax rate in Flower Mound will remain 8.25 percent.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$28,250 FY 2022-2023

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 18,000 (contractual services with counties)	100-610-10300-5110
\$ 10,250 (informational mailer – FM households; required newspaper publication cost)	100-610-10300-5040

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

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

ATTACHMENTS:

1. Crime Control & Prevention District Order
2. Fire Control, Prevention, and EMS Order

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

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

AN ORDER OF THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ORDERING A SPECIAL ELECTION TO BE HELD ON THE 8th DAY OF NOVEMBER, 2022, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE DISTRICT COMPRISING THE TOWN OF FLOWER MOUND, TEXAS, A REFERENDUM ON THE CONTINUATION OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AND THE CRIME CONTROL AND PREVENTION DISTRICT SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT DEDICATED TO CRIME CONTROL AND PREVENTION PROGRAMS; PROVIDING FOR ELECTION PROCEDURES AND OFFICERS; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING BALLOT PROPOSITION LANGUAGE; AUTHORIZING NECESSARY ACTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Town of Flower Mound Crime Control and Prevention District (the "District") is the governing board of a district validly created pursuant to Chapter 363 of the Texas Local Government Code; and,

WHEREAS, on November 6, 2007, the eligible voters of the District approved a ballot proposition to adopt the District and approve a District sales and use tax at a rate of one-fourth of one percent (1/4 of 1%) as authorized by Chapter 363 of the Texas Local Government Code and Section 321.108 of the Texas Tax Code, and on November 8, 2011, a majority of the eligible voters of the District approved a ballot proposition to reauthorize the said sales and use tax at the same rate; and,

WHEREAS, the District will be dissolved on March 31, 2023, unless the District holds a continuation referendum prior to the end date; and,

WHEREAS, pursuant to Section 363.251 and Section 363.2515 of the Texas Local Government Code, the Board of Directors of the District may order a referendum on its own motion by a majority vote of its members on the continuation of the District for a period of twenty (20) years; and,

WHEREAS, in accordance with Chapter 321 of the Texas Tax Code, the combined rate of all local sales and uses taxes imposed by the Town of Flower Mound will not exceed two percent (2%); and,

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes Tuesday, November 8, 2022, as a "uniform election date" for the purposes of conducting a special election; and,

WHEREAS, the Town intends to contract with Denton County and Tarrant County for election services, administration, and equipment pursuant to Section 31.092(a) and Chapter 271 of the Texas Election Code, as amended; and,

WHEREAS, the Board of Directors of the District desires to hold such referendum on the continuation of the District and the District sales and use tax on the upcoming uniform election date of November 8, 2022; and;

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, THAT:

SECTION 1

INCORPORATION OF PREMISES. All of the above premises are found to be true and correct and are incorporated into the body of this Order as if copied in their entirety.

SECTION 2

ELECTION ORDER/ELECTION DATE. A special election in the District, comprising the Town of Flower Mound, Texas, as prescribed by Chapter 363 of the Texas Local Government Code and Chapter 321 of the Texas Tax Code, shall be held between the hours of 7:00 a.m. and 7:00 p.m. on the 8th day of November 2022, and in accordance with the Constitution of the State of Texas, the Texas Local Government Code, the Texas Election Code, and the Texas Tax Code.

SECTION 3

PURPOSE OF ELECTION. The purpose of the special election in the District is to consider a ballot proposition to continue the District and the Crime Control and Prevention sales and use tax, at the rate of one-fourth of one percent (1/4 of 1025%) dedicated to crime reduction and other programs authorized by Chapter 363 of the Texas Local Government Code.

SECTION 4

AGREEMENT WITH DENTON AND TARRANT COUNTIES. Prior to the election, the Town anticipates that it will enter into agreements for election services with Denton and Tarrant Counties ("Agreements"). The Mayor is hereby authorized to execute on behalf of the District the Agreements for the conduct of the election in accordance with Chapters 31 and 271 of the Texas Election Code, and other applicable statutes and laws.

SECTION 5

COMPENSATION. The costs of the special election shall be paid in accordance with the Agreements. All expenditures necessary to conduct the election, the purchase of

materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted per the Agreements and applicable law.

SECTION 6

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES. Election judges for the special election shall be appointed by Denton County and Tarrant County, respectively, as authorized by Chapter 271 of the Texas Election Code.

SECTION 7

EARLY VOTING. Early Voting by personal appearance shall be conducted between October 24, 2022, and November 4, 2022, on days and times specified in the Agreements, at the Flower Mound Community Activity Center, 1200 Gerault Rd, Flower Mound, Texas 75028, and at other locations specified in the Agreement.

Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on October 28, 2022. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Agreements.

Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on October 28, 2022. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Agreements.

Early Voting Ballot Boards shall be created to process early voting results in accordance with Section 87.001 of the Texas Election Code. The Early Voting Ballot Boards shall be made up of members appointed per the Agreements.

SECTION 8

EARLY VOTING CLERKS. In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk for the purposes of conducting said special election for the portion of the Town of Flower Mound that is within Denton County:

Frank Phillips, Early Voting Clerk
PO Box 1720
Denton, Texas 76202

For the portion of the Town of Flower Mound that is within Tarrant County, the following named person is hereby appointed as the Early Voting Clerk:

Heider Garcia, Early Voting Clerk
P.O. Box 961011
Fort Worth, Texas 76161

SECTION 9

(a) **METHOD OF VOTING - DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System.

(b) **METHOD OF VOTING - TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County's Hart InterCivic Verity Voting System.

SECTION 10

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the special election shall be published at least once, not more than thirty (30) days nor less than ten (10) days before the special election in the official newspaper of the Town in accordance with the provisions of the Election Code. Additionally, notice shall be posted not later than twenty-one (21) days prior to Election Day in the regular place for posting notice of meetings of the Town Council of the Town and shall remain posted continuously through Election Day. Notice of the special election shall be delivered to the Denton County Elections Administrator and the Tarrant County Elections Administrator no later than the 60th day before Election Day. Upon publication of the special election notice, the Town Secretary shall secure a publisher's affidavit.

SECTION 11

NECESSARY ACTIONS. The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Elections Code in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 12

BALLOT PROPOSITION. The official ballot for the special election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote "For" or "Against" the proposition. Said ballot shall have printed therein such provisions, markings, and language as may be required by law, and with the proposition being set forth on said ballot using the following form and language:

PROPOSITION A

FOR _____
 AGAINST _____

"Whether the Town of Flower Mound Crime Control and Prevention District should be continued for 20 years and the crime control and prevention district sales tax should be continued for 20 years."

SECTION 13

SEVERABILITY CLAUSE. If any word, section, article, phrase, paragraph, sentence, clause, or portion of this Order or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Order; and the Board of Directors hereby declares it would have passed such remaining portions of this Order despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 14

EFFECTIVE DATE. This Order shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, BY A VOTE OF _____ TO _____, ON THIS THE _____ DAY OF AUGUST, 2022.

APPROVED

Presiding Officer

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

AN ORDER OF THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, ORDERING A SPECIAL ELECTION TO BE HELD ON THE 8th DAY OF NOVEMBER, 2022, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE DISTRICT COMPRISING THE TOWN OF FLOWER MOUND, TEXAS, A REFERENDUM ON THE CONTINUATION OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT DEDICATED TO FIRE SAFETY AND EMERGENCY MEDICAL SERVICES PROGRAMS; PROVIDING FOR ELECTION PROCEDURES AND OFFICERS; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING BALLOT PROPOSITION LANGUAGE; AUTHORIZING NECESSARY ACTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (the "District") is the governing board of a district validly created pursuant to Chapter 344 of the Texas Local Government Code; and,

WHEREAS, on November 6, 2007, the eligible voters of the District approved a ballot proposition to adopt the District and approve a District sales and use tax at a rate of one-fourth of one percent (1/4 of 1%) as authorized by Chapter 344 of the Texas Local Government Code and Section 321.106 of the Texas Tax Code, and on November 8, 2011, a majority of the eligible voters of the District approved a ballot proposition to reauthorize the said sales and use tax at the same rate; and,

WHEREAS, the District will be dissolved on March 31, 2023, unless the District holds a continuation referendum prior to the end date; and,

WHEREAS, pursuant to Section 344.251 of the Texas Local Government Code the Board of Directors of the District may order a referendum on its own motion on the continuation of the District for a period of twenty (20) years; and,

WHEREAS, in accordance with Chapter 321 of the Texas Tax Code, the combined rate of all local sales and uses taxes imposed by the Town of Flower Mound will not exceed two percent (2%); and,

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes Tuesday, November 8, 2022, as a "uniform election date" for the purposes of conducting a special election; and,

WHEREAS, the Town intends to contract with Denton County and Tarrant County for election services, administration, and equipment pursuant to Section 31.092(a) and Chapter 271 of the Texas Election Code, as amended; and,

WHEREAS, the Board of Directors of the District desires to hold such referendum on the continuation of the District and the District sales and use tax on the upcoming uniform election date of November 8, 2022; and;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT THAT:

SECTION 1

INCORPORATION OF PREMISES. All of the above premises are found to be true and correct and are incorporated into the body of this Order as if copied in their entirety.

SECTION 2

ELECTION ORDER/ELECTION DATE. A special election in the District, comprising the Town of Flower Mound, Texas, as prescribed by Chapter 344 of the Texas Local Government Code, and Chapter 321 of the Texas Tax Code, shall be held between the hours of 7:00 a.m. and 7:00 p.m. on the 8th day of November 2022, and in accordance with the Constitution of the State of Texas, the Texas Local Government Code, the Texas Election Code, and the Texas Tax Code.

SECTION 3

PURPOSE OF ELECTION. The purpose of the special election in the District, comprising the Town of Flower Mound, Texas, is to consider a ballot proposition to continue the District sales and use tax, at the rate of one-fourth of one percent (1/4 of 1%) dedicated to fire safety and emergency medical services programs authorized by Chapter 344 of the Texas Local Government Code.

SECTION 4

AGREEMENT WITH DENTON AND TARRANT COUNTIES. Prior to the election, the Town anticipates that it will enter into agreements for election services with Denton and Tarrant Counties ("Agreements"). The Mayor is hereby authorized to execute on behalf of the District the Agreements for the conduct of the election in accordance with Chapters 31 and 271 of the Texas Election Code, and other applicable statutes and laws.

SECTION 5

COMPENSATION. The costs of the special election shall be paid in accordance with the Agreements. All expenditures necessary to conduct the election, the purchase of

materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted per the Agreements and applicable law.

SECTION 6

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES. Election judges for the special election shall be appointed by Denton County and Tarrant County, respectively, as authorized by Chapter 271 of the Texas Election Code.

SECTION 7

EARLY VOTING. Early Voting by personal appearance shall be conducted between October 24, 2022, and November 4, 2022, on days and times specified in the Agreements, at the Flower Mound Community Activity Center, 1200 Gerault Rd, Flower Mound, Texas 75028, and at other locations specified in the Agreement.

Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on October 28, 2022. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Agreements.

Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on October 28, 2022. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Agreements.

Early Voting Ballot Boards shall be created to process early voting results in accordance with Section 87.001 of the Texas Election Code. The Early Voting Ballot Boards shall be made up of members appointed per the Agreements.

SECTION 8

EARLY VOTING CLERKS. In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk for the purposes of conducting said special election for the portion of the Town of Flower Mound that is within Denton County:

Frank Phillips, Early Voting Clerk
PO Box 1720
Denton, Texas 76202

For the portion of the Town of Flower Mound that is within Tarrant County, the following named person is hereby appointed as the Early Voting Clerk:

Heider Garcia, Early Voting Clerk
P.O. Box 961011
Fort Worth, Texas 76161

SECTION 9

(a) **METHOD OF VOTING - DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System.

(b) **METHOD OF VOTING - TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County's Hart InterCivic Verity Voting System.

SECTION 10

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the special election shall be published at least once, not more than thirty (30) days nor less than ten (10) days before the special election in the official newspaper of the Town in accordance with the provisions of the Election Code. Additionally, notice shall be posted not later than twenty-one (21) days prior to Election Day in the regular place for posting notice of meetings of the Town Council of the Town and shall remain posted continuously through Election Day. Notice of the special election shall be delivered to the Denton County Elections Administrator and the Tarrant County Elections Administrator no later than the 60th day before Election Day. Upon publication of the special election notice, the Town Secretary shall secure a publisher's affidavit.

SECTION 11

NECESSARY ACTIONS. The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Elections Code in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 12

BALLOT PROPOSITION. The official ballot for the special election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote "For" or "Against" the proposition. Said ballot shall have printed therein such provisions, markings, and language as may be required by law, and with the proposition being set forth on said ballots using the following form and language:

OFFICIAL BALLOT**PROPOSITION B**

FOR _____
 AGAINST _____

"Whether the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District should be continued for 20 years and the Fire Control, Prevention, and Emergency Medical Services District sales tax should be continued for 20 years."

SECTION 13

SEVERABILITY CLAUSE. If any word, section, article, phrase, paragraph, sentence, clause, or portion of this Order or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Order; and the Board of Directors hereby declares it would have passed such remaining portions of this Order despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 14

EFFECTIVE DATE. This Order shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, BY A VOTE OF _____ TO _____, ON THIS THE _____ DAY OF AUGUST, 2022.

APPROVED:

 Presiding Officer



TOWN COUNCIL AGENDA ITEM NO. 3 CONSENT ITEM

DATE: August 8, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of an ordinance ordering a special election to be held on the 8th day of November, 2022, for the purpose of submitting to the qualified voters of the Town of Flower Mound, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; providing for election officers; designating the places and manner of holding said election; and providing for the posting and publication of notice.

BACKGROUND INFORMATION: The Street Maintenance Sales and Use Tax was originally approved by the voters on Nov. 6, 2007, and reauthorized by the voters in 2011, 2015, and 2019.

The ordinance presented would call an election on November 8, 2022, for the voters to consider reauthorization of the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent for a period of four years.

An informational publication will be sent to all Flower Mound utility billing customers describing how the funds are being utilized prior to the first day of early voting, which is October 24.

The street maintenance sales and use tax is not set to expire until March 2024; however, there is significant financial savings in having this election in November 2022, as opposed to November 2023. For this reason, Council provided direction on June 16 to bring forward a ballot item for the street maintenance reauthorization at the same time as the Crime Control and Prevention District and Fire Control, Prevention, and Emergency Medical Services District reauthorizations.

If the dedicated sales tax for street maintenance is reauthorized, the sales tax rate in Flower Mound will remain 8.25 percent.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$250.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 250.00 (required newspaper publication cost)	100-610-10300-5040

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

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

ATTACHMENTS:

1. Draft Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD ON THE 8TH DAY OF NOVEMBER, 2022, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE TOWN OF FLOWER MOUND A BALLOT PROPOSITION TO REAUTHORIZE A LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING BALLOT PROPOSITION LANGUAGE; PROVIDING FOR ELECTION PROCEDURES AND OFFICERS; AUTHORIZING NECESSARY ACTIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas 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, Chapter 327 of the Texas Tax Code permits a municipality to adopt or continue a local sales and use tax to provide for street maintenance and repair if the tax is authorized by a majority of the municipality's qualified voters; and,

WHEREAS, on November 6, 2007 the eligible voters of the Town of Flower Mound, Texas approved a ballot proposition to adopt the municipal street maintenance sales and use tax at the rate of one-fourth of one percent (1/4 of 1%) within the Town as permitted by Chapter 327 of the Texas Tax Code, and on November 8, 2011, November 3, 2015, and November 5, 2019 a majority of the eligible voters of the Town approved a ballot proposition to reauthorize the said sales and use tax at the same rate; and,

WHEREAS, Section 327.007 of the Tax Code provides that the municipal street maintenance sales and use tax expires on the fourth (4th) anniversary of the date the tax was last reauthorized by a special election called and held for that purpose; and,

WHEREAS, Section 41.001 of the Texas Election Code establishes November 8, 2022 as a uniform election date for the purposes of conducting a special election; and,

WHEREAS, the Town Council desires to conduct an election to ascertain whether the local sales and use tax at the rate of one-fourth of one percent (1/4 of 1%) for maintenance and repair of municipal streets shall be reauthorized within the Town consistent with Chapter 327 of the Texas Tax Code; and,

WHEREAS, in accordance with Chapter 321 of the Texas Tax Code, the combined rate of all local sales and uses taxes imposed by the Town of Flower Mound will not exceed two percent (2%); and,

WHEREAS, the Town intends to contract with Denton County and Tarrant County for election services, administration, and equipment pursuant to Section 31.092(a) and Chapter 271 of the Texas Election Code, as amended; and,

WHEREAS, the Town hereby find and determines that holding a special election on the continuation of the municipal street maintenance sales and use tax is in the best interests of the Town's citizens; and;

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

SECTION 1

ELECTION ORDER. In accordance with the general laws and Constitution of the State of Texas and Sections 327.003 and 327.007 of the Texas Tax Code, a special election is hereby called and ordered for the 8th day of November, 2022, to submit to the voters a proposition to determine whether to reauthorize the adoption of a one-quarter of one percent (1/4 of 1%) sales and use tax for street maintenance purposes.

SECTION 2

BALLOT PROPOSITION. The official ballot for the special election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the proposition, with the ballot to contain such provisions, markings and language as required by law, and with such proposition being set forth on said ballot using the following form and language:

PROPOSITION C

FOR _____
AGAINST _____

“The reauthorization of the local sales and use tax in the Town of Flower Mound, Texas at the rate of one-quarter of one percent (1/4 of 1%) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.”

SECTION 3

PROCEDURES FOR THE SPECIAL ELECTION. The special election shall be conducted in accordance with the provisions of the Texas Election Code. In accordance with Chapter 271 of the Texas Election Code, the Town intends to enter into agreements for election services with Denton County and Tarrant County (the “Agreements”). The Mayor is hereby authorized to execute the Agreements for the conduct of the election in accordance with Chapter 31, Texas Election Code, and other applicable statutes and

laws. Additionally, the costs of the special election shall be paid in accordance with the Agreements. All expenditures necessary to conduct the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted per the Agreements and applicable law.

SECTION 4

POLLING PLACE. The polling places for the special election shall be located in each precinct established by Denton and Tarrant Counties, with the locations being established in the Agreements. Election Day voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 5

PUBLICATION AND POSTING OF NOTICE OF SPECIAL ELECTION. Notice of the special election shall be published at least once, not more than thirty (30) days nor less than ten (10) days before the special election in the official newspaper of the Town in accordance with the provisions of the Election Code. Additionally, notice shall be posted not later than twenty-one (21) days prior to Election Day in the regular place for posting notice of meetings of the Town Council of the Town and shall remain posted continuously through Election Day. Notice of the special election shall be delivered to the Denton County Elections Administrator and the Tarrant County Elections Administrator no later than the 60th day before Election Day. Upon publication of the special election notice, the Town Secretary shall secure a publisher's affidavit.

SECTION 6

EARLY VOTING CLERKS. In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk for the purposes of conducting said special election for the portion of the Town of Flower Mound that is within Denton County:

Frank Phillips, Early Voting Clerk
PO Box 1720
Denton, Texas 76202

For the portion of the Town of Flower Mound that is within Tarrant County, the following named person is hereby appointed as the Early Voting Clerk:

Heider Garcia, Early Voting Clerk
P.O. Box 961011
Fort Worth, Texas 76161

SECTION 7

EARLY VOTING. Early Voting by personal appearance shall be conducted

between October 24, 2022, and November 4, 2022, on days and times specified in the Agreements, at the Flower Mound Community Activity Center, 1200 Gerault Rd, Flower Mound, Texas 75028, and at other locations specified in the Agreement.

Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on October 28, 2022. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Agreements.

Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on October 28, 2022. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Agreements.

Early Voting Ballot Boards shall be created to process early voting results in accordance with Section 87.001 of the Texas Election Code. The Early Voting Ballot Boards shall be made up of members appointed per the Agreements.

SECTION 8

GOVERNING LAW. The special election shall be held in accordance with the constitution of the United States, the Texas Election Code, and Chapter 327 of the Texas Tax Code, and all resident qualified voters of the Town shall be eligible to vote in the special election.

SECTION 9

NECESSARY ACTIONS. The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Election Code in carrying out and conducting the special election, whether or not expressly authorized herein.

SECTION 10

CUMULATIVE. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 11

SEVERABLE. 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 the same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 12

EFFECTIVE DATE. This ordinance shall be in full force and effect after its passage.

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

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: August 8, 2022

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the adoption of the Program Year 2022 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

BACKGROUND INFORMATION: This item is to consider approval of Flower Mound's Program Year 2022 Annual Action Plan, which specifies that Community Development Block Grant (CDBG) funds will continue to be used for planning and administration, to subsidize Town-wide transit service for the Town's elderly and adults with severe disabilities, and to continue funding the Residential Rehabilitation Program. In 2002, the U.S. Department of Housing and Urban Development recognized Flower Mound as an Entitlement Community having a population exceeding 50,000 and awarded the Town yearly CDBG funds.

The Town's 2022 allocation is \$229,923. In order to receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used. Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively. Flower Mound's Program Year 2020-2024 Strategic Plan for Housing and Community Development was approved by the Town Council on August 17, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on June 21, 2022, to discuss the Action Plan. The Action Plan was also available for public comment for 30 business days on the Town website, at the Library, and at Town Hall. Staff did not receive any comments during these opportunities for feedback.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$229,923

Proposed Expenditure:	Account Number(s):
\$229,923	CDBG Grant Fund
Proposed Revenue:	Account Number(s):
\$(229,923)	361-4605

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

LEGAL REVIEW: Stacie White, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2022 Action Plan for Housing and Community Development as to form and legality.

ATTACHMENTS:

1. Resolution
2. Proposed Program Year 2022 Annual Action Plan

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2022 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2022 Action Plan (the "Plan") must be adopted by the Town of Flower Mound (the "Town") in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart B. McKinney Act of 1987, as amended; and

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

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

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

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Program Year 2022 Action Plan and to authorize the Mayor to execute the Plan on behalf of the Town and submit same to the U.S. Department of Housing and Urban Development.

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

SECTION 1

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

SECTION 2

The Town of Flower Mound's Program Year 2022 Action Plan for Housing and Community Development attached hereto as "Attachment 2" is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2022 Action Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

SECTION 4

This Resolution shall become effective upon its adoption.

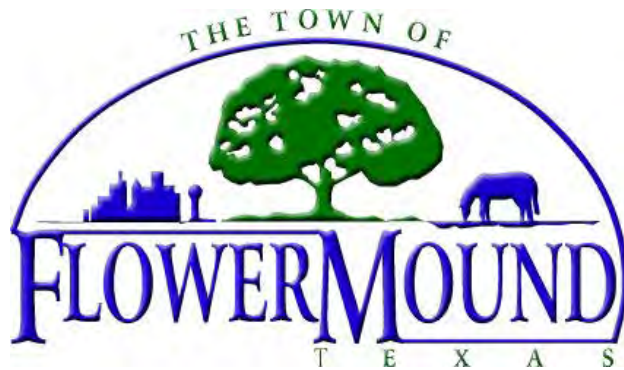
**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 8th DAY OF
AUGUST, 2022.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN OF FLOWER MOUND

PROGRAM YEAR 2022

ANNUAL ACTION PLAN

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

EXECUTIVE SUMMARY

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires that the Town of Flower Mound submit an Annual Action Plan every year in order to receive federal grant funds, which provide services and activities that benefit primarily low-to-moderate income individuals and households. The Town's 2022 Annual Action Plan outlines the activities that the Town will pursue with federal funds to meet the goals laid out in its 2020-2024 Consolidated Plan.

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

Summarize the Objectives and Outcomes Identified in the Plan

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

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

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

Evaluation of Past Performance

Progress toward Annual Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Report (CAPER). The 2020 CAPER reported the results achieved in the first year of the Town's 2020-2024 Consolidated Plan.

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

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

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

Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager. In addition to oversight and input from the committee, the Town also hosts a public hearing and a public comment period that lasts 30 business days for the Annual Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall, the Library and information published on social media and the Town's website. During years in which the Town develops a Consolidated Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media sites.

Summary of Public Comments

Public Comments are summarized in the citizen participation appendix.

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

N/A

Summary

The Town of Flower Mound's 2022 Annual Action Plan sets forth objectives, strategies and goals for improving the quality of life of low-to-moderate-income residents of the Town during the planning year in accordance with the Town's 2020-2024 Consolidated Plan.

LEAD AND RESPONSIBLE AGENCIES

Narrative

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

Annual Action Plan Public Contact Information

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

CONSULTATION

Introduction

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

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

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

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

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

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

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

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

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

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

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

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

Lead Organization: Denton County Homeless Coalition

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

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

Narrative (Optional)

Please see above.

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

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

During years in which the Town develops a Consolidated Plan, the Town conducts an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site. The Public Hearing for this year's Annual Action Plan was held at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices stated that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library (both of these buildings are accessible to those with limited mobility), and in the Denton Record-Chronicle. For the PY 2022 Annual Action Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, the Denton County Homeless Coalition, public service agencies and staff in various Town departments. The goals and priorities for the Annual Action Plan were greatly impacted by feedback garnered from these various efforts as well as the Town's current Consolidated Plan.

EXPECTED RESOURCES**Introduction:**

This section discusses the resources that will be used to meet the goals of the 2022 Annual Action Plan.

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

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

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

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

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

There are no matching requirements for CDBG funds.

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

The Town does not intend to use publicly owned land or property to fulfill the goals of the 2022 Annual Action Plan.

Discussion:

Please see above.

ANNUAL GOALS AND OBJECTIVES

Goals:

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

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

Quantity: 3 (Homeowner Housing Rehabilitated)

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

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

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

Quantity: 1 (Other)

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

PROJECTS

Introduction:

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

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

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

This section details the projects proposed for the 2022-2023 program year.

Projects:

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

- \$34,400 - Town-wide transit service
- \$10,000 - Planning and Administration
- \$185,523 - Residential Rehabilitation Program

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

Additionally, the Town will reallocate the remaining funding balance allocated to its 2019 Minor Home Repair Program Activity to its Residential Rehabilitation Program. For various reasons, this activity was not included as part of the Town's most recent 2020-2024 Consolidated Plan. By moving these funds to the Town's Residential Rehabilitation Program, the Town will be able to utilize them more efficiently and effectively to assist its residents and reach its ConPlan goals.

GEOGRAPHIC DISTRIBUTION

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

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

Geographic Distribution: Town of Flower Mound- 100%

Rationale for the priorities for allocating investments geographically N/A

Discussion: Please see above.

AFFORDABLE HOUSING

Introduction:

This section summarizes the affordable housing goals for the 2022 Action Plan. The Town of Flower Mound is proposing to use about **81 percent** of its 2022 CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to-moderate income households through the Residential Rehabilitation Program. A large portion of the households applying for funds have members who are elderly and/or have a disability.

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

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

Discussion

The Town of Flower Mound is proposing to use **81 percent** of its annual CDBG allocation to fund the rehabilitation of low- to moderate-income owner-occupied houses. It is anticipated that three households will be served through the Residential Rehabilitation Program.

PUBLIC HOUSING**Introduction:**

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

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

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

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

Discussion: Please see above.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES**Introduction**

This section describes the activities planned during the 2022-2023 program year to address the needs of people who are homeless and other non-homeless special needs.

The Town will not allocate funds this plan year to directly address the needs of the homeless. Instead, the Town's strategy to address the needs of the homeless and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2022, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. However, no homeless were identified in Flower Mound during the count.

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

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

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

Outreach to persons experiencing homelessness is carried out through the Town's partners, such as Christian Community Action and Journey to Dream. Flower Mound allocates a portion of general funds each year to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the

organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also supports Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry and comprehensive case management. The Town also collaborates with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings and is attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate.

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

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

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

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

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

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

Discussion

Please see above.

BARRIERS TO AFFORDABLE HOUSING

Introduction

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

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

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

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

Discussion

Please see above.

OTHER ACTIONS

Introduction

This section reports additional efforts the Town will undertake during the 2022-2023 program year to address residents' housing and community development needs.

Actions Planned to Address Obstacles to Meeting Underserved Needs

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

Actions Planned To Foster and Maintain Affordable Housing

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

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The Program is designed to assist low- and moderate- income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The Program will pay for the rehabilitation up to \$60,000.
- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation and local lending agencies. This collaboration is dedicated to providing those services needed to increase the number of low-and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.
- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to \$100,000. For the most recent year, this exemption affected about 4,637 property accounts. The Town also increased its homestead exemption for all Flower Mound homeowners to 5%, which went into effect in 2021.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 78% residential to 19.03% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

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

Actions Planned to Reduce Lead-Based Paint Hazards

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

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

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

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

Actions Planned to Reduce the Number of Poverty-Level Families

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

- Economic development – 3.8% of Flower Mound families live below the poverty level, compared to 6.9% in Denton County, 13.4% in Texas and 11.4% in United States, according to the latest QuickFacts from the United States Census Bureau. Additionally, according to 2020 ACS 5-Year Estimates, the Town's unemployment rate of 3.6% is lower than Denton County's rate of 3.9% and Texas's rate of 5.3%. The United States' rate falls slightly lower than the Town at 3.4%. Flower Mound's low rate of unemployment can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it should be noted that within Town limits, only 19.03% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 78% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- Tax exemptions for senior citizens and those with disabilities - In 2021, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and individuals 65 years of age or older at \$100,000. This affected about 4,637 property accounts. During the next year, our goal is to maintain the exemption. The Town also increased its homestead exemption for all Flower Mound homeowners to 5%, which went into effect in 2021.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

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

Actions Planned to Develop Institutional Structure

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

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

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

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

Discussion

Please see above.

PROGRAM SPECIFIC REQUIREMENTS

Introduction

The Town expects to receive no program income during PY 2022 and will expend all of its PY 2022 funds directly on low- to moderate-income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low-to-moderate-income individuals.

Discussion

Please see above.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: August 8, 2022

FROM: Tammy Wilson, Chief Financial Officer

ITEM: Consider accepting the submission of the notice of a no-new-revenue tax rate of \$0.385619 per \$100 assessed valuation and a voter-approval tax rate of \$0.406682 per \$100 assessed valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

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

All taxing units that levied property taxes in 2021 and intend to levy them in 2022 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

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

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: August 8, 2022

FROM: Tammy Wilson, Chief Financial Officer

ITEM: Consider proposing a maximum tax rate of \$0.405000 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.

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

The Town is required to hold a public hearing on the tax rate and publish a notice in the newspaper, on TV, and web site before adopting a tax rate that exceeds \$0.385619 the no-new-revenue tax rate.

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$(58,472,077) (based on certified roll at collection rate of 99.5%)

Proposed Expenditure/(Revenue):	Account Number(s):
\$(47,136,253)	100-4105 Property Taxes
(5,763,749)	110-4105 Property Taxes
(5,572,075)	308-4105 Property Taxes

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

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: August 8, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 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.

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 22, 2022, public hearing on the Town of Flower Mound Crime Control and Prevention District (Crime District) budget and schedule the September 19, 2022, adoption of the FY 2022-2023 Crime District budget.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: August 8, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 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.

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 22, 2022, public hearing on the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) budget and schedule the September 19, 2022, adoption of the FY 2021-2022 Fire District budget.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: August 8, 2022

FROM: Tammy Wilson, Chief Financial Officer

ITEM: 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.

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

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2022-2023 fiscal year, which is one of the steps required by state law to establish the 2022-2023 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: August 8, 2022
FROM: Tammy Wilson, Chief Financial Officer
ITEM: Consider approval of an ordinance establishing the 2022 certified appraisal roll.

BACKGROUND INFORMATION: Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2022.

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

The preliminary appraisal was provided by the DCAD and the TAD in mid May and the certified appraisal roll was provided in late July by TAD. DCAD provided a certified estimate appraisal roll this year.

Per the Texas Property Tax Code, Section 26.01 (a-1): "If by July 20 the appraisal review board for an appraisal district has not approved the appraisal records for the district as required under Section 41.12, the chief appraiser shall not later than July 25 prepare and certify to the assessor for each taxing unit participating in the district an estimate of the taxable value of property in that taxing unit."

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

The total taxable value on the 2022 appraisal roll including estimated values under protest is \$14,510,100,434. Once the tax rate is approved, the Town will be able to calculate its 2022 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately \$1,382,734,605 of the 2022 appraisal roll is the incremental difference between the 2005 and 2022 appraised value of properties in the TIRZ.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2022 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1

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

SECTION 2

The Town Council hereby approves the 2022 appraisal roll of the Town, in the amount of \$14,510,100,434 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

SECTION 3

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

ORDINANCE NO. _____

PAGE 2

SECTION 4

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL
OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____,
ON THIS 8th DAY OF AUGUST, 2022.**

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: August 8, 2022

FROM: Brett Cast, Capital Improvement Manager

ITEM: Consider approval of Amendment No. 6 to the Fiscal Year 2021-2022 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2021-2022 Capital Improvement Program (CIP) Amendment 5, was approved by Town Council June 6, 2022. The proposed CIP Amendment No. 6, for FY 2021-2022, would increase the currently adopted from the General Fund budgeted expenditures from \$15,623,564 to \$18,773,564. Utility Fund budgeted expenditures remain unchanged.

The TIRZ Board recommended for approval that TIRZ funds be utilized for the Rippey Road and Rippey Road waterline projects by a vote of 5 to 0 at its August 3, 2022, meeting.

FISCAL IMPACT:

Proposed CIP:

FY 2021-2022:	General Capital Projects	\$18,773,564
	Utility Capital Projects	\$22,253,000

Five-Year CIP Plan:	General Capital Projects	\$278,143,813
	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. 6 Change.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 6 Changes
3. CIP Amendment 6

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

Project Modification Listing

Attachment 1

FY 2021-2022 - CIP Amendment 6

August 8, 2022

General Funds

Street Project(s)

Description

FY 21-22

5 Yr CIP

Rippy Road (Waketon Road to FM 2499)	Replace \$2,668,000 of General Capital funding (decision package) with TIRZ funding, replace \$419,000 of Street Debt funding with TIRZ funding, and replace \$148,000 of project savings and interest with TIRZ funds. Add \$3,150,000 of TIRZ funding due to material and labor costs increases that were not anticipated during original project design and budgeting.	\$3,150,000	\$3,150,000
Total Street Impact		\$3,150,000	\$3,150,000
Total General Fund Impact		\$3,150,000	\$3,150,000

Utility Funds

Water Project(s)

Description

FY 20-21

5 Yr CIP

Rippy Road Water Line Improvements (Waketon Road to FM 2499)	Replace \$400,000 Utility Debt funding with TIRZ funding.	\$0	\$0
Total Water Impact		\$0	\$0
Total Utility Fund Impact		\$0	\$0

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 6
8/08/2022

	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	-	-	-	-	-	-	-	
OLD	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	-	
NEW	Rippy Road (Waketon to FM 2499)**	5,350,000	3,150,000	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-	
	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	-	-	-	-	-	-	-	
OLD	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	
NEW	SUBTOTAL	\$ 31,517,319	\$ 9,641,000	\$ 22,993,000	\$ 16,158,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 180,934,656	\$ 109,036,656		\$ 3,650,000	\$ 68,248,000	\$ -	\$ 8,161,000	\$ 3,933,000	\$ 240,000	\$ 240,000	

*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 6
8/08/2022

	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
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 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 6
8/08/2022

	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 (Morriess 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

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- Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 6
8/08/2022

	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
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 - 3. Escrow
 - 4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 6
8/08/2022

	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 electicity, 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	\$ -	\$ -
OLD	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
NEW	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 18,773,564	\$ 34,903,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$ 121,461,337	\$ 278,143,813	\$ 172,230,813		\$ 10,883,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 390,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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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	-	-	-	-	-	-	-	
	Morris Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
	Morris Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morris Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-	
	Morris 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	-	-	-	
	Morris 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	-	-	-	-	-	-	
OLD	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
NEW	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0.7	-	-	-	-	-	-	-	
	Pintail 30" Water Line (Pintail Pump Station to Morris 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	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	-	-	-	-	-	-	-	
OLD	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
NEW	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	\$ 26,060,405		\$ 18,235,000	\$ 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., 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 6
8/08/2022**

Attachment 2

	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 6
8/08/2022

	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	-	
	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
OLD	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
NEW	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	\$ 43,584,690	\$ -	\$ 40,845,000	\$ 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)
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 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 6
8/08/2022

	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	3,150,000	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-	
	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	-	-	-	6,100,000	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	\$ 9,641,000	\$ 22,993,000	\$ 16,158,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 180,934,656	\$ 109,036,656		\$ 3,650,000	\$ 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
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 6
8/08/2022

	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	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 6
8/08/2022

	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 (Morriess 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
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	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
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- Other Sources
- 0. Impact Fees
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 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 6
8/08/2022

	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	\$ 18,773,564	\$ 34,903,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$ 121,461,337	\$ 278,143,813	\$ 172,230,813		\$ 10,883,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 390,000	\$ 56,874,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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8/08/2022

	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	750,000	0	-	-	-	-	-	-	-	
	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	\$ 26,060,405		\$ 18,235,000	\$ 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 6
8/08/2022

	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 6
8/08/2022

	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 (Morriess 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 (Morriess Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriess 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 (Morriess 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 Auxilliary 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	\$ 43,584,690		\$ 40,845,000	\$ 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
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 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: August 8, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21, No. 05-22 and No. 22-22 for adjustments to the Vehicle and Equipment Replacement Fund.

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

If approved, expenditures in the Vehicle and Equipment Replacement Fund will increase by \$443,542 from \$2,443,305 to \$2,886,847. Originally, the Fire Department ordered a Pierce Air and Light/ Fire Rescue Vehicle at a cost of \$331,279. Upon further review by the current Fire administration, it was determined that this vehicle did not meet the needs of the department. The department needs a vehicle that can generate emergency breathing air remotely, rather than returning to a fire station to refill a truck mounted tank. Additionally, the adoption of the most recent Fire Code includes the Firefighter Air Replenishment System (FARS) being installed in future high rise and big box warehouse structures. The previously ordered vehicle was unable to support this mission. Instead of going through with the order and taking possession of a vehicle that does not meet the department's needs, Pierce agreed to upgrade the vehicle on order without penalty. The Town will pay an additional \$443,542 for the upgraded vehicle.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$443,542

Proposed Expenditure/ (Revenue):	Account Number(s):
\$ 443,542	Fund 565 Vehicle and Equipment Replacement Fund
\$ 443,542	

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

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022, AS ADOPTED BY ORDINANCE NO. 38-21 AND AMENDED BY ORDINANCE NO. 50-21, NO. 05-22 and NO. 22-22, BY PROVIDING FOR ADJUSTMENTS TO THE VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, said Annual Budget was adopted by Ordinance No. 38-21 on September 20, 2021 and amended by Ordinance 50-21 on December 6, 2021, Ordinance 05-22 on February 21, 2022 and Ordinance 22-22 on April 18, 2022; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, as heretofore adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21, No. 05-22 and No. 22-22, is hereby amended to provide for adjustments to the Vehicle and Equipment Replacement Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 8th DAY OF AUGUST, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

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

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

The Vehicle and Equipment Replacement Fund expenditures will increase by \$443,542 from \$2,443,305 to \$2,886,847. Originally, the Fire Department ordered a Pierce Air and Light/ Fire Rescue Vehicle at a cost of \$331,279. Upon further review by the current Fire administration, it was determined that this vehicle did not meet the needs of the department. The department needs a vehicle that can generate emergency breathing air remotely, rather than returning to a fire station to refill a truck mounted tank. Additionally, the adoption of the most recent Fire Code includes the Firefighter Air Replenishment System (FARS) being installed in future high rise and big box warehouse structures. The previously ordered vehicle was unable to support this mission. Instead of going through with the order and taking possession of a vehicle that does not meet the department's needs, Pierce agreed to upgrade the vehicle on order without penalty. The Town will pay an additional \$443,542 for the upgraded vehicle.

Vehicle & Equipment Replacement Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Vehicles & Equipment	\$ 1,500,000	\$ 2,443,305	\$ 2,886,847	\$ 443,542
Total	\$ 1,500,000	\$ 2,443,305	\$ 2,886,847	\$ 443,542



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: August 8, 2022

FROM: Paul Henley, Fire Chief *PH*

ITEM: Consider approval of the purchase of a Pierce Air and Light Unit (Enforcer Rescue Body) for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the BuyBoard Contract #651-21, in the total amount of \$443,542.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Consider approval of the purchase of a Pierce Air and Light Unit (Enforcer Rescue Body) for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the BuyBoard Contract #651-21, in the total amount of \$443,542.00 and authorization for the Mayor to execute same on behalf of the Town. The vehicle is part of the approved 2021-2022 Fiscal Year Vehicle Equipment Replacement Fund (VERF) and replaces a 2004 Pierce Contender Air and Light Support Unit (#6300-17). The new unit will include necessary equipment such as the ability to utilize FARS (Firefighter Air Replenishment System) which the North Texas Council of Governments (NTCOG) has recommended member governments adopt Fire Codes requiring the system. The Town has adopted the most recent Fire Code, which includes FARS. This request is part of an approved budget amendment and is in accordance with Fleet's recommendation.

Vehicle Price:	\$ 842,764.00
Chassis Pre-payment Discount	(\$ 8,936.00)
Full Pre-Payment Discount	(\$ 20,507.00)
Buy-Board 651-21	1,500.00
Total Cost of Vehicle:	\$ 814,821.00
Cash Pre-Payment	<u>(\$ 331,279.00)</u>
Trade in of 6300-17	<u>(\$40,000)</u>
Total Cost:	\$443,542.00

FISCAL IMPACT: \$443,542.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$443,542.00	565-450-84500-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Siddons Martin Quote SMEG-0004029-1
2. BuyBoard Contract Pricing
3. Fleet Bid Award Recommendation

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

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

July 11, 2022

Paul Henley, Chief
FLOWER MOUND FIRE DEPARTMENT
3911 S BROADWAY AVE
FLOWER MOUND, TX 75028



Proposal For: 2022 Flower Mound Custom Heavy Rescue

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

Description	Amount
Qty. 1 - 868 - Pierce-Custom Enforcer Rescue, Non-Walk-In	
(Unit Price - \$842,764.00)	
Delivery within 26-28 months of order date	
QUOTE # - SMEG-0004029-1	
Vehicle Price	\$842,764.00
Chassis Prepay Discount	(\$8,936.00)
Full Prepay Discount	(\$20,507.00)
F550 payment	(\$331,279.00)
Pierce - Contender - Rescue	(\$40,000.00)
868 - UNIT TOTAL	\$442,042.00
SUB TOTAL	\$443,542.00
BuyBoard 651-21	\$1,500.00
TOTAL	\$443,542.00

Price guaranteed for 60 days

Trade in of the Pierce Contender Rescue is due at time of delivery. Truck must be maintained and in good working condition meeting all certifications and inspections.

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

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

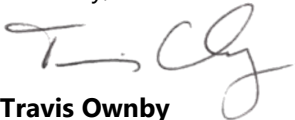
Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

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

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

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

Sincerely,



Travis Ownby

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

Signature & Date

CONTRACT PRICING WORKSHEET					
Buy Board Contract 651-21		for motor vehicles only		Contract No.: 651-21	Date: 7/6/2022
Agency:	Flower Mound Fire		Contractor:	Siddons-Martin Emergency Group	
Contact:	Brandon Barth		Prepared:	Jeff Doran	
Phone:	770-883-6245		Phone:	281-442-6806	
Fax:	1		Fax:		
Email:	brandon.barth@flower-mound.com		Email:	jdoran@siddons-martin.com	
Prod. Code:	29	Description:	Enforcer Rescue		
A. Product Item Base Unit Price Per Contractor's Buy Board Contract:					\$ 663,026.14
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$ 251,536.00
			Subtotal B:		\$ 251,536.00
Total Published Options					\$ 914,562.14
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$ (71,798.14)
			Subtotal C:		\$ (71,798.14)
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					-8%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)					
Description		Cost	Description		Cost
			Subtotal D:		\$ -
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					\$ 842,764.00
Quantity Ordered:	1	X Subtotal of A + B + C + D:	842764	=	Subtotal E: \$ 842,764.00
F. Buy Board Fee Calculation (From Current Fee Tables)					Subtotal F: \$ 1,500.00
Description	Cost	Description	Cost		
Chassis Pre-Payment Discount	\$ (8,936.00)	Trade-in	\$ (40,000.00)		
100% Pre-Payment Discount	\$ (20,507.00)	Previous payment	\$ (331,279.00)		
Subtotal of column	\$ (29,443.00)	Subtotal of Column	\$ (371,279.00)		
				Subtotal G:	\$ (400,722.00)
Delivery Date:		28 months ARO		H. Total Purchase Price (E+F+G): \$ 443,542.00	

Option Number	Qty	Description	Published Options	Unpublished Options
133	1	Disc Brakes Front	\$2,706.00	
142	1	Air inlet-outlet	\$882.00	
186	1	Bumper tray with cover	\$1,179.00	
206	1	Electric Windows	\$2,579.00	
204	1	Mounting plate on engine tunnel	\$615.00	
240	2	12 volt USB Connection	\$554.00	
238	2	Spare 12 volt power (each)	\$386.00	
265	1	Intercom Wireless System	\$6,944.00	
268	4	Intercom Headset - wireless	\$6,380.00	
270	1	Camera System Rear only	\$1,757.00	
281	1	IOTA Charger	\$1,443.00	
289	1	Auto-eject 20 amp	\$669.00	
314	4	12 volt LED Flood Recessed or surface (per light) A	\$10,668.00	
306	1	12 volt LED Scene - B	\$1,817.00	
520	1	Electric Awning	\$9,454.00	
350	4	Catwalk-Hatch Compartment, Each	\$17,496.00	
413	12	SCBA Storage Bins (each)	\$2,388.00	
379	2	Floor Tray	\$2,024.00	
390	1	Slide-out floor tray flat top	\$1,502.00	
505	1	LED Emergency Lighting B	\$13,721.00	
524	1	Quic-Ladder Access Ladder	\$2,644.00	
530	1	Q2B	\$5,347.00	
533	1	GTT Emitter Roof/remote mounted	\$7,092.00	
543	1	Traffic Directing light bar "C"	\$8,821.00	
578	1	Electric Cord Reel with 200' of 10/3	\$4,190.00	
581	3	Electrical Receptacle duplex (per each) 15 or 20 amp	\$1,311.00	
587	1	Breathing air compressor B	\$100,890.00	
589	1	Breathing air fill-frag station	\$15,076.00	
590	1	High Pressure Breathing Air Reel (200' hose)	\$4,393.00	
631	1	Two-tone cab paint	\$3,706.00	
639	1	Painted Grill	\$1,910.00	
647	2	Graphics Upgrade 3	\$10,992.00	
911634	1	Contract Discount		-\$125,383.14
911363	1	Upgrade Generator Magna Plus 80kw		\$2,746.00
81912	1	Painted Roof Fairing		\$3,169.00
23456	1	Encorce Body Material Surcharge		\$38,117.00
632944	2	Flip-up crew seats		\$1,710.00
911362	1	Enforcer Cab 7024		\$7,843.00
Base Bid			\$ 663,026.14	
Published Options			\$ 251,536.00	
Total with Published Options			\$ 914,562.14	
Unpublished Options			\$ (71,798.14)	-7.85%
Total Options and base			\$ 842,764.00	



Bid Award Recommendation

Date: 7/14/2022

Description: **New Pierce Air & Light Fire Rescue Vehicle W/Equipment FY22**

Qty.: 1

Replaces: 6300-17, a 2004 Pierce Contender

Bidder: Siddons Martin Emergency Group, LLC. Contact Travis Ownby, 817-454-5394
townby@siddons-martin.com

Item: 1 – New Pierce Enforcer Fire Rescue Vehicle with options and equipment as identified in Siddons Martin BuyBoard Cooperative quote SMEG-0004029-1 dated 7/11/2022 and BuyBoard contract worksheet dated 7/6/2022.

NOTE: This is an upgrade in vehicle configuration/capability from a previously approved Fire Rescue vehicle approved by Town Council on 10/18/2021. This upgrade enables the generation of emergency breathing air remotely on-scene rather than returning to the station to refill truck mounted tanks and satisfies new FARS requirements relative to replenishing breathing air tanks located within buildings for firefighter use while inside these buildings.

Total Cost of Vehicles, Equipment & Installation:

Upgraded Vehicle Total (inc. BuyBoard fee) –	\$844,264.00
Previous Vehicle Approved Payment –	\$331,279.00
Total Discounts and Trade –	\$69,443.00
Upgraded Vehicle Final Amount –	\$443,542.00

It is Fleet Services recommendation to award the bid to **Siddons Martin Emergency Group, LLC** in the amount of **\$443,542.00** utilizing the **BuyBoard Cooperative Contract # 651-21**.

7/14/2022

Fleet Services Manager

Date



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: August 8, 2022

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider Approval of the purchase of traffic signal system software, traffic controllers, and traffic related products, in the estimated annual amount of \$400,000.00, from Paradigm Traffic Systems, Incorporated, through the BuyBoard Cooperative Purchasing contract.

BACKGROUND INFORMATION: In order to expedite the timely order of traffic signal system software and traffic controllers for the Town of Flower Mound, the Transportation Services Division is requesting to use the BuyBoard Cooperative Purchasing contract for purchasing traffic signal system software, traffic controllers, and traffic related products.

Transportation Services Division has determined that this contract will serve the needs of the Town and has requested participation to take advantage of these contracted rates. The items available under this contract are traffic signal adaptive system software, traffic controllers, and other related traffic products. Orders will be placed on an as needed basis only. Each purchase will be funded by either the appropriate CIP project account or the Traffic Signal Division's base budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$400,000.00

Proposed Expenditure/(Revenue):

\$400,000.00 estimated annually

Account Number(s):

Various Projects and Accounts

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Executed BuyBoard contract #603-20
2. Buyboard Renewal Letter #603-20

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

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 10, 2020

Sent Via Email: estimating@paradigmtraffic.com

Jerry Priester
Paradigm Traffic Systems, Inc
2201 E. Division Street
Arlington, TX 76011

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Public Safety and Firehouse Supplies and Equipment, Proposal No. 603-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 4/1/2020 through 3/31/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 603-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement

v.6.5



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Public Safety and Firehouse
Supplies and Equipment

Proposal Due Date/Opening Date and Time:
July 31, 2019 at 4:00 PM

Proposal Number: 603-20

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: April 1, 2020 through
March 31, 2021 with two (2) possible one-year
renewals

Anticipated Cooperative Board Meeting Date:
January/February 2020

Paradigm Traffic Systems, Inc.

Name of Proposing Company

07/29/19

Date

2201 E. Division Street

Street Address


Signature of Authorized Company Official

Arlington, TX 76011

City, State, Zip

Jerry Priester-President

Printed Name of Authorized Company Official

817-831-9406

Telephone Number of Authorized Company Official

President

Position or Title of Authorized Company Official

817-831-9407

Fax Number of Authorized Company Official

75-2520341

Federal ID Number



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The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Name of Company: Paradigm Traffic Systems, Inc.
 Vendor Proposal/Contract Contact Name: Jerry Priester
 Vendor Proposal/Contract Contact E-mail Address: estimating@paradigmtraffic.com
 Vendor Contact Mailing Address for Proposal/Contract Notices: 2201 E. Division Street
Arlington, TX 76011
 Company Website: www.paradigmtraffic.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

- ☒ I will use the internet to receive purchase orders at the following address:
 Purchase Order E-mail Address: estimating@paradigmtraffic.com
 Purchase Order Contact: Jerry Priester Phone: 817-831-9406
 Alternate Purchase Order E-mail Address: jpriester@paradigmtraffic.com
 Alternate Purchase Order Contact: Jerry Priester Phone: 817-831-9406
- ☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: estimating@paradigmtraffic.com
 RFQ Contact: Jerry Priester Phone: 817-831-9406
 Alternate RFQ E-mail Address: jpriester@paradigmtraffic.com
 Alternate RFQ Contact: Jerry Priester Phone: 817-831-9406



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: PO Box 5508 Department: _____
 city: Arlington State: TX Zip Code: 76005
 Contact Name: Shelly Anthony Phone: 817-831-9406
 Invoice Fax: 817-831-9407 Invoice E-mail Address: santhony@paradigmtraffic.com
 Alternative Invoice E-mail Address: estimating@paradigmtraffic.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____
 City: _____ State: _____ Zip Code: _____
 Billing Agent Contact Name: _____ Phone: _____
 Billing Agent Fax: _____ Billing Agent E-mail Address: _____
 Alternative Billing Agent E-mail Address: _____

**** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name


Signature of Authorized Company Official

Jerry Priester-President

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name


Signature of Authorized Company Official

Jerry Priester-President

Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
- ☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name


Signature of Authorized Company Official

Jerry Priester-President

Printed Name



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name


Signature of Authorized Company Official

Jerry Priester-President

Printed Name

Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name


Signature of Authorized Company Official

Jerry Priester-President

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name

Jerry Priester-President

Printed Name

Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Paradigm Traffic Systems, Inc.

Company Name

A handwritten signature in blue ink, appearing to read "Jerry Priester".

Signature of Authorized Company Official

Jerry Priester-President

Printed Name

07/29/19

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 30-60ARO

4. Vendor Reference/Quote Number: BuyBoard 603-20

5. State your return policy: Return of any items require authorization from the President of company.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Paradigm Traffic Systems, Inc.

Company Name


 Signature of Authorized Company Official

Jerry Priester-President

Printed Name



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Paradigm Traffic Systems, Inc.

Company Name

2201 E. Division Street

Address

Arlington

City

Texas

State

76011

Zip

817-831-9406

Phone Number

817-831-9407

Fax Number

Jerry Priester

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Not Applicable

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

Your Company Name

Signature of Authorized Company Official

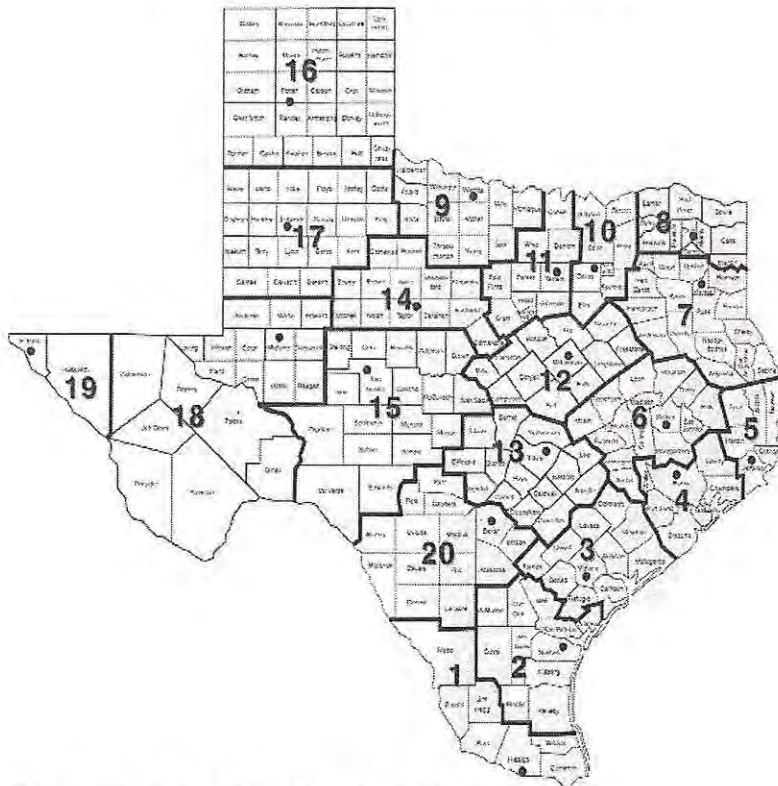


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TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| ☐ | 1 | Edinburg |
| ☐ | 2 | Corpus Christi |
| ☐ | 3 | Victoria |
| ☐ | 4 | Houston |
| ☐ | 5 | Beaumont |
| ☐ | 6 | Huntsville |
| ☐ | 7 | Kilgore |
| ☐ | 8 | Mount Pleasant |
| ☐ | 9 | Wichita Falls |
| ☐ | 10 | Richardson |
| ☐ | 11 | Fort Worth |
| ☐ | 12 | Waco |
| ☐ | 13 | Austin |
| ☐ | 14 | Abilene |
| ☐ | 15 | San Angelo |
| ☐ | 16 | Amarillo |
| ☐ | 17 | Lubbock |
| ☐ | 18 | Midland |
| ☐ | 19 | El Paso |
| ☐ | 20 | San Antonio |

Paradigm Traffic Systems, Inc.

Company Name

Signature of Authorized Company Official

Jerry Priester-President

Printed Name

☐ **I will not service members of the Texas Cooperative.**



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

All products sold and serviced in Texas.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☒ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Paradigm Traffic Systems, Inc.



Signature of Authorized Company Official

Company Name

Jerry Priester-President

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Paradigm Traffic Systems, Inc.

Name of Vendor

A handwritten signature in blue ink, appearing to read "Jerry Priester", written over a horizontal line.

Signature of Authorized Company Official

603-20 Public Safety and Firehouse Supplies and Equipment

Proposal Invitation Number

Jerry Priester-President

Printed Name of Authorized Company Official

07/29/19

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ one million. (The period of the 12 month period is Jan 18 / Dec 18). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0% and 5%

Proposed Discount (%): 0% and 5%

Explanation: 2 Price lists and 2 discounts



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name

A handwritten signature in blue ink, appearing to read "Jerry Priester".

Signature of Authorized Company Official

Jerry Priester-President

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. C/Bedford	Kenny Overstreet	817-952-220	Kenneth.Overstreet@bedfordtx.gov	0% discount	
2. T/Addison	Juan Gutierrez	214-687-2629	jgutierrez@addisontx.gov	0% discount	
3. C/Duncanville	John Borchardt	214-282-2416	jborchardt@ci.duncanville.tx.us	0% discount	
4. C/Mansfield	David Boski	817-276-4208	david.boski@mansfield-tx.gov	0% discount	
5. C/Frisco	Tracy Nichols	972-877-9795	TNichols@friscotexas.gov	0% discount	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name

Signature of Authorized Company Official

Jerry Priester-President

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Paradigm attends several trade shows per year and displays BuyBoard information.

Paradigm sales staff discusses the BuyBoard contract on sales calls.

Paradigm Traffic Systems, Inc.

Company Name

A handwritten signature in blue ink, appearing to read "Jerry Priester", is written over a horizontal line.

Signature of Authorized Company Official

Jerry Priester-President

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Paradigm Traffic Systems, Inc.

Company Name

Signature of Authorized Company Official

Jerry Priester-President

Printed Name

07/29/19

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Paradigm Traffic Systems, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____

Corporation ☒ _____

Limited Liability Company _____

Partnership _____

Other _____

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-2520341

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Paradigm Traffic Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

(PO Box 5508 Arlington, TX 76005) 2201 E. Division Street

6 City, state, and ZIP code

Arlington, TX 76011

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 5 - 2 5 2 0 3 4 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Shelly Anthony

Date ►

7/29/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



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7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	
2. Termination for Cause or Convenience	Yes	
3. Equal Employment Opportunity	Yes	
4. Davis-Bacon Act	Yes	
5. Contract Work Hours and Safety Standards Act	Yes	
6. Right to Inventions Made Under a Contract or Agreement	Yes	
7. Clean Air Act and Federal Water Pollution Control Act	Yes	
8. Debarment and Suspension	Yes	
9. Byrd Anti-Lobbying Amendment	Yes	
10. Procurement of Recovered Materials	Yes	
11. Profit as a Separate Element of Price	Yes	
12. General Compliance and Cooperation with Cooperative Members	Yes	

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Paradigm Traffic Systems, Inc.

Company Name

Signature of Authorized Company Official

Jerry Priestler-President

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Paradigm Traffic Systems has been in business for 25 years. Paradigm is currently not for sale.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Paradigm Traffic has 24 employees. 4 on the management team, 4 on the sales team, 8 technicians, 3 estimators, and 5 office and warehouse staff.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

No owners, stockholders, or officers, have ever been involved in bankruptcy, receiving or insolvency proceedings. Paradigm's bond capacity is \$1 million dollars. Paradigm has a 25 year history of supplying traffic signal equipment in the State of Texas and a 6 year history with BuyBoard.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Paradigm Traffic Systems, Inc.

Company Name


Signature of Authorized Company Official



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists and Texas Department of Public Safety License**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

☐ Manufacturers shall be listed in alphabetical order

☐ Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Section I: Public Safety Supplies and Equipment

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Firearms and Ammunition	Please state the discount (%) off catalog/pricelist for Firearms and Ammunition . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
2	Discount (%) Off Catalog/Pricelist for Tactical Equipment	Please state the (%) off catalog/pricelist for Tactical Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
3	Discount (%) Off Catalog/Pricelist for Night Sticks and Batons	Please state the (%) off catalog/pricelist for Night Sticks and Batons . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
4	Discount (%) Off Catalog/Pricelist for Riot Equipment/Body Armor	Please state the (%) off catalog/pricelist for Riot Equipment/Body Armor . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
5	Discount (%) Off Catalog/Pricelist for Public Safety Vehicle Equipment and related accessories	Please state the (%) off catalog/pricelist for Public Safety Vehicle Equipment and Related Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

PROPOSAL SPECIFICATION FORM


Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Tear Gas/Mace and related items	Please state the (%) off catalog/pricelist for Tear Gas/Mace and related items . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
7	Discount (%) Off Catalog/Pricelist for Night Vision Equipment	Please state the (%) off catalog/pricelist for Night Vision Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
8	Discount (%) Off Catalog/Pricelist for Thermal Imaging Equipment	Please state the (%) off catalog/pricelist for Thermal Imaging Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
9	Discount (%) Off Catalog/Pricelist for Flashlights, Batteries, and related items	Please state the (%) off catalog/pricelist for Flashlights, Batteries, and related items . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
10	Discount (%) Off Catalog/Pricelist for Electronic Stand-up Vehicle (ESV)	Please state the (%) off catalog/pricelist for Electronic Stand-up Vehicle (ESV) . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
11	Discount (%) Off Catalog/Pricelist for All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories	Please state the (%) off catalog/pricelist for All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

PROPOSAL SPECIFICATION FORM


Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
12	Discount (%) Off Catalog/Pricelist for Public Safety Rescue Equipment	Please state the (%) off catalog/pricelist for Public Safety Rescue Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
13	Discount (%) Off Catalog/Pricelist for Handcuffs and Restraints	Please state the (%) off catalog/pricelist for Handcuffs and Restraints . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
14	Discount (%) Off Catalog/Pricelist for Scopes and Binoculars	Please state the (%) off catalog/pricelist for Scopes and Binoculars . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
15	Discount (%) Off Catalog/Pricelist for Alcohol and Drug Testing Products and Related Services	Please state the (%) off catalog/pricelist for Alcohol and Drug Testing Products and Related Services . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
16	Discount (%) Off Catalog/Pricelist for Law Enforcement Training Targets	Please state the (%) off catalog/pricelist for Law Enforcement Training Targets . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
17	Discount (%) Off Catalog/Pricelist for Fingerprint Equipment and Supplies	Please state the (%) off catalog/pricelist for Fingerprint Equipment and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM


Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
18	Discount (%) Off Catalog/Pricelist for Law Enforcement Knives and Tools	Please state the (%) off catalog/pricelist for Law Enforcement Knives and Tools (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
19	Discount (%) Off Catalog/Pricelist for Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories	Please state the (%) off catalog/pricelist for Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
20	Discount (%) Off Catalog/Pricelist for Weather Monitoring Systems	Please state the (%) off catalog/pricelist for Weather Monitoring Systems. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
21	Discount (%) Off Catalog/Pricelist for Red Light Monitoring Systems	Please state the (%) off catalog/pricelist for Red Light Monitoring Systems. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
22	Discount (%) Off Catalog/Pricelist for Speed Enforcement Equipment	Please state the (%) off catalog/pricelist for Speed Enforcement Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
23	Discount (%) Off Catalog/Pricelist for Public Safety Life Preserver and Related Items	Please state the (%) off catalog/pricelist for Public Safety Life Preserver and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM


Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
24	Discount (%) Off Catalog/Pricelist for Emergency Radio Dispatch Consoles and related items	Please state the (%) off catalog/pricelist for Emergency Radio Dispatch Consoles and related items . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
25	Discount (%) Off Catalog/Pricelist for Safety and Security Window Film Products	Please state the (%) off catalog/pricelist for Safety and Security Window Film Products . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
26	Discount (%) Off Catalog/Pricelist for All Types Security Access Doors	Please state the (%) off catalog/pricelist for All Types Security Access Doors and related accessories (accordion, roll up, woodfold, flat lead post, narrow lead post, and curved). Catalog/Pricelist MUST be included or proposal will not be considered.	NA %		
27	Discount (%) Off Catalog/Pricelist for All Other Public Safety Products and Equipment	Please state the (%) off catalog/pricelist for All Other Public Safety Products and Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
28	Discount (%) Off Catalog/Pricelist for Public Safety Equipment Repair Parts	Please state the (%) off catalog/pricelist for Public Safety Equipment Repair Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
29	Discount (%) Off Catalog/Pricelist for Public Safety Equipment and Products Maintenance/Warranty Agreements	Please state the (%) off catalog/pricelist for Public Safety Equipment and Products Maintenance/Warranty Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
Section II: Firehouse Supplies and Equipment					
Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
30	Discount (%) Off Catalog/Pricelist for Breathing Apparatus	Please state the (%) off catalog/pricelist for Breathing Apparatus . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
31	Discount (%) Off Catalog/Pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags	Please state the (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
32	Discount (%) Off Catalog/Pricelist for Turnout Gear	Please state the (%) off catalog/pricelist for Turnout Gear . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		

PROPOSAL NOTE

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PROPOSAL SPECIFICATION FORM


Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
33	Discount (%) Off Catalog/Pricelist for Nomex Station Uniforms	Please state the (%) off catalog/pricelist for Nomex Station Uniforms . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
34	Discount (%) Off Catalog/Pricelist for Communication Devices and Systems	Please state the (%) off catalog/pricelist for Communication Devices and Systems . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
35	Discount (%) Off Catalog/Pricelist for EMS Supplies and Equipment	Please state the (%) off catalog/pricelist for EMS Supplies and Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
36	Discount (%) Off Catalog/Pricelist for Portable Lighting Equipment	Please state the (%) off catalog/pricelist for Portable Lighting Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
37	Discount (%) Off Catalog/Pricelist for Vehicle Light Bars, Sirens and Speakers	Please state the (%) off catalog/pricelist for Vehicle Light Bars, Sirens and Speakers . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
38	Discount (%) Off Catalog/Pricelist for Fire Extrication Rescue Equipment	Please state the (%) off catalog/pricelist for Fire Extrication Rescue Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

PROPOSAL SPECIFICATION FORM


Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
39	Discount (%) Off Catalog/Pricelist for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories	Please state the (%) off catalog/pricelist for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
40	Discount (%) Off Catalog/Pricelist for Gas Detection Devices	Please state the (%) off catalog/pricelist for Gas Detection Devices . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
41	Discount (%) Off Catalog/Pricelist for Fire Hose and Nozzles	Please state the (%) off catalog/pricelist for Fire Hose and Nozzles . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
42	Discount (%) Off Catalog/Pricelist for Fire Extinguishers and Fire Fighting Foam	Please state the (%) off catalog/pricelist for Fire Extinguishers and Fire Fighting Foam . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
43	Discount (%) Off Catalog/Pricelist for Fire Fighting Training Materials and Equipment	Please state the (%) off catalog/pricelist for Fire Fighting Training Materials and Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

PROPOSAL SPECIFICATION FORM


Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
44	Discount (%) Off Catalog/Pricelist for Optical Emergency Traffic Pre-Emption Supplies and Equipment	Please state the (%) off catalog/pricelist for Optical Emergency Traffic Pre-Emption Supplies and Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>0</u> %	APPLIED INFORMATION	
45	Discount (%) Off Catalog/Pricelist for Other Firehouse Equipment and Supplies	Please state the (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
46	Discount (%) Off Catalog/Pricelist for Firehouse Equipment Repair Parts	Please state the (%) off catalog/pricelist for Firehouse Equipment Repair Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
47	Discount (%) Off Catalog/Pricelist for Firehouse Equipment and Products Safety Maintenance/Warranty Agreements	Please state the (%) off catalog/pricelist for Firehouse Equipment and Products Safety Maintenance/Warranty Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

PROPOSAL SPECIFICATION FORM


Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Section III: Traffic Signal Supplies and Equipment

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
48	Discount (%) Off Catalog/Pricelist for Traffic Signal Equipment	Please state the (%) off catalog/pricelist for Traffic Signal Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>0</u> %	PARADIGM	
49	Discount (%) Off Catalog/Pricelist for Traffic Signal Supplies	Please state the (%) off catalog/pricelist for Traffic Signal Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
50	Discount (%) Off Catalog/Pricelist for All Other Traffic Signal Products	Please state the (%) off catalog/pricelist for All Other Traffic Signal Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5</u> %	PELCO/ PARADIGM	
51	Discount (%) Off Catalog/Pricelist for Traffic Signal Repair Parts	Please state the (%) off catalog/pricelist for Traffic Signal Repair Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
52	Discount (%) Off Catalog/Pricelist for Traffic Signal Equipment and Products Maintenance/Warranty Agreements	Please state the (%) off catalog/pricelist for Traffic Signal Equipment and Products Maintenance/Warranty Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 603-20-Public Safety and Firehouse Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Section IV: Security Personnel Services and Solutions - In accordance with Chapter 1702 of the Texas Occupations Code, vendors proposing to serve Cooperative members in Texas must hold, maintain, and submit with their proposal a copy of their current, valid license as issued by the Texas Department of Public Safety. Vendors proposing to serve Cooperative members outside of Texas must hold, maintain, and submit with their proposal a copy of their current, valid license(s) which are required by any legal authority in the jurisdiction(s) Vendors propose to serve.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
53	Discount (%) Off Rate Sheet for Security Personnel Services and Solutions	Please state the (%) off rate sheet for Security Personnel Services and Solutions (weekly, monthly, quarterly and yearly) rates. Catalog/Pricelist MUST be included or proposal will not be considered.	\$ <u>0</u>	N/A	N/A

Section V: Installation and Repair Service

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
54	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - State the Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.	\$ <u>N/A</u> /Hour		
55	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products -State the Not to Exceed hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.	\$ <u>N/A</u> /Hour		
56	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Traffic Signal Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Traffic Signal Equipment and Products - State the Not to Exceed hourly labor rate for Installation/Repair Service of Traffic Signal Equipment and Products.	\$ <u>NA</u> /Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

PROPOSAL SPECIFICATION FORM



P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

January 25, 2022

Sent via email to: estimating@paradigmtraffic.com

Jerry Priester
Paradigm Traffic Systems, Inc
2201 E. Division Street
Arlington, TX 76011

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 603-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 603-20, for which the current term is set to expire March 31, 2022. At this time, the BuyBoard is renewing your contract through March 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in black ink that reads "Lisa Maraden".

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: August 8, 2022

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of an agreement for the 2022-2023 school year with the Lewisville Independent School District (LISD) to contract with the Town of Flower Mound for law enforcement services for LISD elementary schools and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: After a discussion, a Cooperative Agreement between LISD and Town representatives has been reached for the 2022-2023 school year. This agreement includes measures to improve school security that allow off-duty police officers to provide police services for LISD elementary schools located within the Town limits. The services will provide up to 80 hours a week of uniformed security for LISD elementary schools as part of measures implemented to improve safety at LISD campuses. The expense of personnel and a vehicle usage fee would be reimbursed to the Town by LISD.

LISD will reimburse the Town \$86.37 per hour for personnel and \$2,267.82 per unit vehicle usage fee.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: None that would reasonably allow the Town to provide police services for LISD by the beginning of the 2022-2023 school year.

FISCAL IMPACT: There will be both revenue and expenditures that offset each other. Below are the total possible revenues and expenditures.

Account Number(s) and/or Name(s):	Available Bal.:	Proposed Expenditure/ (Income):
100-640-43500-1xxx (associated labor costs)		\$ 240,367.71
100-640-43500-2080 Gas and Diesel		\$ 4,535.63
100-4605 Intergovernmental Revenue		(\$ 244,903.34)

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

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

ATTACHMENTS:

1. Agreement for Police Services
2. Labor Cost
3. Marked Unit Usage Cost

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

MEMORANDUM OF AGREEMENT FOR POLICE SERVICES

THIS MEMORANDUM OF AGREEMENT ("Agreement") is effective as of the date indicated herein ("Effective Date") by and between the Town of Flower Mound, a Texas Home Rule municipality, hereafter referred to as "The Town," and Lewisville Independent School District, hereinafter referred to as "LISD," for and in consideration of the mutual covenants and agreements herein set forth, the City and LISD agree as follows:

1. "Additional or outside employment" as used in this Agreement shall be defined as employment that has been approved by the Town but is not a part and parcel of the officer's regularly assigned duties or is that employment that might from time to time be further defined by proper Town police departmental policy. The terms "additional or outside" indicate that the employment is in addition to the officer's regular duties but does not indicate that the officer is anything other than a Town employee. Each officer performing the services contemplated herein will continue to act as an employee of the Town, as described herein below, while performing such additional or outside duties pursuant to this Agreement.

2. This Agreement shall be construed in a manner consistent with written Town and Town police department "outside employment" policy for police officers, which is incorporated into and made a part of this Agreement as though fully set forth, word for word.

3. The Town will endeavor to provide Flower Mound Police Officers for up to 80 hours, Monday through Friday, for the purpose of providing police-related security at LISD elementary school campuses within the Town limits for the period beginning on August 10, 2022, and ending on or before May 25, 2023. Officers shall perform the services on or about the premises of LISD elementary school campuses during the listed dates. These are not mandatory assignments, unless directed by the Chief of Police. LISD has no right to compel the deployment of officers under this Agreement.

4. Officers will be considered employees of the Town and will receive all pay and benefits from the Town for the off-duty work. LISD will reimburse the Town for the full amount of any and all costs associated with paying the officer for the work performed pursuant to the agreed average overtime rate, all health and retirement benefits, leave time, and other fringe or employment benefits that the Town would be obligated by law or local ordinances, regulations, or policies to pay if the officer had been working for the Town, in accordance with the formula detailed in Attachment A, hereto. The Town will invoice LISD with two statements of said compensation to be reimbursed. In January 2023, for the period beginning August 10, 2022, through December 31, 2022; and, in June 2023, for the period beginning January 1, 2023, through May 25, 2023. Payment from LISD to the Town will be made within 15 calendar days from the date of the statement.

5. The Town will endeavor to provide a marked police unit, as available, for Officers to utilize when performing these services. LISD will reimburse the Town for the full amount of the total vehicle mileage cost, in accordance with the formula detailed in Attachment B, hereto. The Town will invoice LISD with two statements of said compensation to be reimbursed. In January 2023, for the period beginning August 10, 2022, through December 31, 2022; and, in June 2023, for the period beginning January 1, 2023,

through May 25, 2023. Payment from LISD to the Town will be made within 15 calendar days from the date of the statement.

6. Officers deployed to perform services hereunder shall work at the sole direction of the Town. LISD shall have no right to direct the performance of officers and individual officers shall not be considered employees or independent contractors of LISD.

7. Town shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees and LISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither Town nor LISD shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of Town or LISD.

8. Officers will be subject to, and shall abide by, all Town and departmental rules and regulations as well as complying with all local, state, and federal laws.

9. This Agreement shall be subject to state laws regarding vacations, holidays, and sick leave for police officers.

10. The term of this Agreement shall run concurrent with the LISD 2022-2023 school year and the Effective Date shall be August 10, 2022. The termination date shall be May 24, 2023, unless the school year is extended by official action of the LISD school board of trustees, in which case this Agreement shall terminate on the date on which the extended 2022-2023 school year ends.

11. This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Texas. No amendment or variation of the terms of this Agreement shall be valid unless approved by the Town Council and signed by the Mayor of the Town. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the Town, and the Town shall be free to reinstate any such term or condition.

12. The governing bodies of Town and ISD have approved the execution of this Agreement and the persons signing the Agreement have been duly authorized by the governing bodies of the Town and ISD to sign this Agreement on behalf of the governing bodies.

13. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

WITNESS the hands of the parties hereto this _____ day of _____,
20____.

Lewisville Independent
School District

Executive Director of Purchasing- Craig
Martin

Derek France, Mayor,
Town of Flower Mound

ATTACHMENT A**LABOR COST:**

Salary analysis based on the Town of Flower Mound 2022-2023 fiscal year average hourly overtime rates of all patrol officers, sergeants, and lieutenants projected to work on this contract. Estimated maximum of 2,783 hours.

Average Overtime Rate

	Per Hour	
Salary:	\$65.30 avg. hourly	\$65.30
FICA:	7.65%	\$5.00
Retirement:	11.31%	\$7.39
Health Ins. Avg. Cost	\$16,262.75	\$7.82
Workers Comp.	1.17%	\$0.76
Supp. Death	\$0.025 per \$1,000	\$0.00
LTD:	\$0.16 per \$100	<u>\$0.10</u>
Total Labor Cost Per Overtime Hour		\$86.37
Potential Number of Contract Hours		2,783

Potential Total Labor Cost for Contract **\$240,367.71**

ATTACHMENT B**VEHICLE MILEAGE EXPENSE:**

The vehicle cost is based on the Internal Revenue Service (IRS) standard mileage rate for business travel of 62.5 cents per mile. This rate became effective on July 1, 2022. The estimated daily mileage was determined using the travel distance beginning and ending at the Flower Mound Police Department, between Elementary School Campuses and the Town's vehicle fueling site, using routes identified by using Google Maps. The estimated mileage is 41 miles per day.

Vehicle Expense Factors

IRS rate:	62.5 cents per mile
Estimated miles:	41 miles per day
Days:	<u>177</u>

Estimated Total Vehicle Mileage Cost for Agreement Period
\$4,535.63



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: August 8, 2022

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

ITEM: Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, adding a reduced school speed zone for Argyle Independent School District for Elementary School Number 3.

BACKGROUND INFORMATION: The Argyle Independent School District (AISD) is scheduled to open AISD Elementary School Number 3 (ES3). The AISD ES3 is located at the intersection of Denton Creek Blvd and Prairie Ridge Rd in the Canyon Falls area of town. A vicinity map is provided as Attachment 1. With the opening of the school, it is necessary to have a reduced speed school zone for the safety of both parents and children. The school zone times provided by the AISD are as follows: 6:45 am – 7:45 am; and 2:30 pm – 3:30 pm. The proposed school zone would be located on both Denton Creek Blvd and Prairie Ridge Rd.

Since both Denton Creek Blvd and Prairie Ridge are both Master Thoroughfare Plan streets, the current speed limit is 30 mph.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Leave the speed limit as it currently exists.

FISCAL IMPACT: The Town is working with AISD for the initial cost of the school zone flashers. After installation the signs/flashers will become the maintenance responsibility of the Town.

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

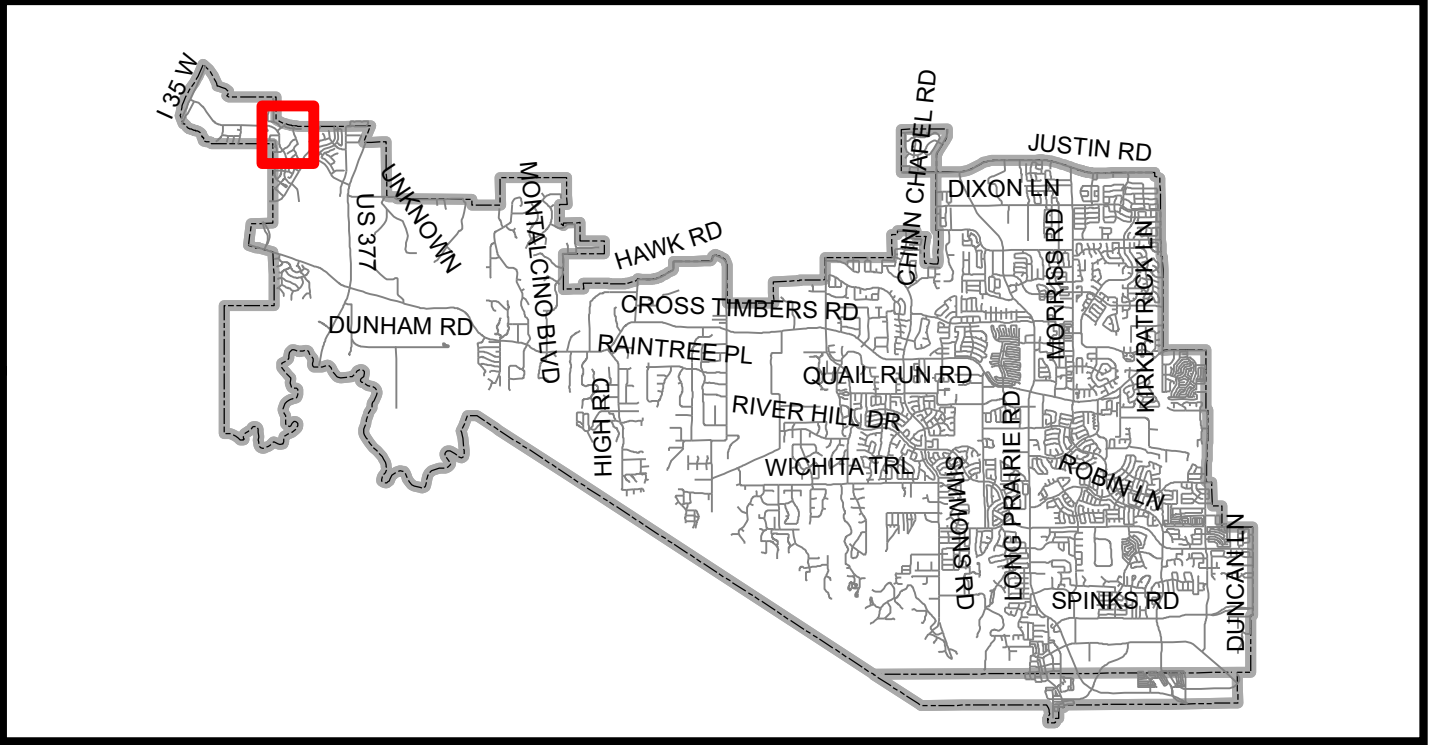
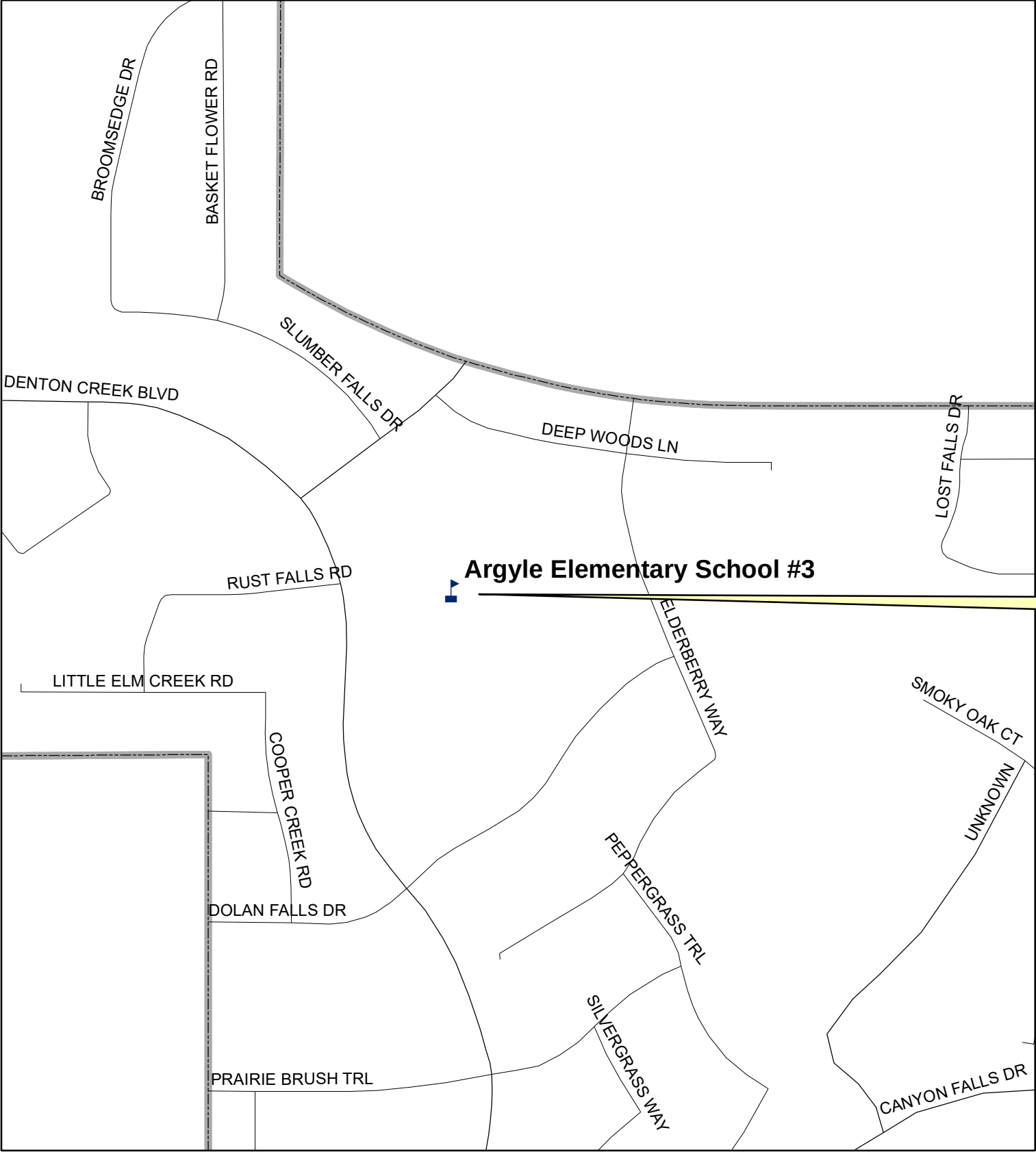
ATTACHMENTS:

1. Vicinity Map
2. Draft Ordinance

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



Vicinity Map - Argyle Independent School District Elementary School #3



Legend

-  Schools
-  Town Limits

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

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

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes a municipality to establish prima facie maximum reasonable and prudent speeds for vehicles on streets and highways within its corporate boundaries; and,

WHEREAS, the Town Council recognizes that it is necessary to regulate traffic near schools to provide a reduced speed limit for a period of time that is of sufficient length to protect children going to and from school; and,

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

WHEREAS, the Town Council hereby finds and determines, based upon said engineering and traffic investigation and study, that the existing speed limit times or distances on portions of streets associated with Elementary School Number 3 located within the Argyle Independent School District are unreasonable and unsafe and the Town Council hereby declares that the speed limit times in those areas should be changed as set forth in this Ordinance; and,

WHEREAS, the Town Council finds that an amendment to the speed limit times on portions of streets associated with Elementary School Number 3 located within the Argyle Independent School District as set out herein, is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and,

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

SECTION 1

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

SECTION 2

That Chapter 66, "Traffic and Vehicles," Article V, "Speed Limits," Section 66-214 "Enumeration for Specific Streets" of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by changing the times on the following streets in alphabetical order, leaving all other designation of speed limits in Section 66-214 unchanged:

"Location"	Speed (mph)
Denton Creek Boulevard from approximately 30 feet south of Dolan Falls Drive to approximately 230 feet northwest of Prairie Ridge when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be.	30
Prairie Ridge Road from Denton Creek Boulevard to approximately 100 feet northeast of Deep Woods Ln when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be.	30"

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

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

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 8TH DAY OF AUGUST, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: August 8, 2022

FROM: Ray Watson, Director of Economic Development

ITEM: Consider approval of a partial assignment of interest in the Chapter 380 Agreement between the Town of Flower Mound and FM River Walk Hotel I, LP, to RiverWalk750, LLC, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The subject request relates to the assignment of the existing Chapter 380 Agreement between the Town and FM River Walk Hotel I, LP, to RiverWalk750, LLC. FM River Walk Hotel I, LP has sold the Courtyard Dallas Flower Mound to RiverWalk750, LLC, with the Hotel Purchase and Sale Agreement dated June 6, 2022. The site is located at 4330 Courtyard Way, Flower Mound, Texas 75028.

On October 20, 2014, Town of Flower Mound entered into the subject Chapter 380 Partnership Agreement with RMI River Walk Investors, LP. The First Amendment to the agreement, dated May 4, 2015, extended the owner's deadline to receive a building permit for the construction of the hotel and to provide that a certificate of occupancy will not be issued for the hotel until a certificate of occupancy has first been issued for the parking structure. The Second Amendment to the agreement, dated September 18, 2017, extended the deadline to complete the parking structure.

Notice of partial assignment from RMI River Walk Investors, LP to FM River Walk Hotel I, LP was provided to the Town by letter and executed on October 16, 2015.

The Chapter 380 Agreement provides for a seven-year, 75% real and business personal property tax rebate, impact and building permit fee waivers for the initial construction of the hotel and parking structure, an eight-year, 100% hotel occupancy tax rebate, a seven-year, 50% sales tax rebate of the Town's 1% of sales and use tax for sales consummated at the hotel, a 50% quarterly construction/FFE sales tax rebate of the Town's 1% of sales and use tax received, and financial assistance from the TIRZ No. 1 to construct the parking structure, in the amount of \$1,000,000. A 20-year cost-benefit analysis indicates a total cost to the Town of \$4,337,721, and a total benefit of \$9,669,588.

The sales tax rebate and the annual real and business personal property rebates are currently in year 5 of 7. Hotel occupancy tax rebate is currently in year 5 of 8. All remaining and unused benefits of the incentive and rights and interests under the Chapter 380 Agreement will be assigned to RiverWalk750, LLC.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Partial Assignment of Chapter 380 Partnership Agreement as to form and legality.

ATTACHMENTS:

1. Partial Assignment of Interest in Chapter 380 Agreement to RiverWalk750, LLC
2. Executed RMI River Walk Investors, LP Chapter 380 Partnership Agreement

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

PARTIAL ASSIGNMENT OF INTEREST IN CHAPTER 380 AGREEMENT

THIS PARTIAL ASSIGNMENT OF INTEREST CHAPTER 380 AGREEMENT this “Assignment”) is made to be effective as of the ____ day of _____, 2022, by and between **FM River Walk Hotel I, LP**, a Texas limited partnership (“Assignor”), **RiverWalk750, LLC**, a Texas limited liability company (“Assignee”) and **THE TOWN OF FLOWER MOUND, TEXAS**, a municipality (the “Town”).

WITNESSETH:

WHEREAS, the Town, and RMI River Walk Investors LP, a Texas limited partnership (“RMI Investors”), as Owner, entered into that certain Town of Flower Mound and RMI River Walk Investors, LP Chapter 380 Partnership Agreement, dated October 20, 2014, and recorded as Instrument No. 2014-109057 in the Real Property Records of Denton County, Texas, and that certain First Amendment to Town of Flower Mound and RMI River Walk Investors, LP Chapter 380 Partnership Agreement, dated May 4, 2015, and recorded as Instrument No. 2015-62479 in the Real Property Records of Denton County, Texas, and Second Amendment to Town of Flower Mound and RMI River Walk Investors, LP Chapter 380 Partnership Agreement, dated September 18, 2017, and recorded as Instrument No. 2017-143653 in the Real Property Records of Denton County, Texas (as amended, the “Chapter 380 Agreement”);

WHEREAS, RMI Investors and Assignor executed and delivered that certain Partial Assignment and Assumption (the “Partial Assignment”) dated October 28, 2015 and joined therein by Rainier Medical Investors, LLC, a Texas limited liability company for the purposes of Section 4 thereof. Notice of the Partial Assignment was provided to the Town by that certain letter dated October 16, 2015 from RMI Investors.

WHEREAS, Assignor, as seller, and Assignee as buyer, are parties to that certain Hotel Purchase and Sale Agreement dated June 6, 2022, pursuant to which Assignee will acquire title to that certain property in Flower Mound, Texas legally described in **Exhibit “A”** attached hereto and made a part hereof and being commonly known as **Courtyard Dallas Flower Mound - 4330 Courtyard Way, Flower Mound, Texas 75028** (the “Property”).

WHEREAS, Assignor and Assignee desire to enter into this Assignment in conjunction with the sale by Assignor to Assignee of the Property to memorialize the assignment by Assignor to Assignee of all of Assignor’s remaining and unused (as of the date hereof) incentives, rights and interests under the Chapter 380 Agreement arising out of the construction, ownership and operation of the Hotel (as defined in the Chapter 380 Agreement), including but not limited to the Incentives (as defined in the Partial Assignment, but only such Incentives that relate to the Hotel) (collectively, the “Assigned Items”) (provided, however, that the Assigned Items shall not include any accrued but unpaid Incentives as of the date hereof, which shall be retained by Assignor), and Assignee’s agreement to assume all of Assignor’s obligations under the Chapter 380 Agreement for the construction, ownership and operation of the Hotel upon the terms and

conditions set forth in the Chapter 380 Agreement (collectively, the “Assumed Obligations”).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Preambles. The “Whereas” clauses are specifically incorporated herein by reference as if fully set forth herein at length.

2. Definitions. Capitalized terms not defined herein shall have the meaning set forth in the Partial Assignment unless reference to any capitalized term herein is noted as defined in the Chapter 380 Agreement.

3. Assignment and Assumption. Assignor hereby transfers, conveys and assigns unto Assignee, without representation, warranty or recourse except as otherwise expressly set forth herein, the Assigned Items, and Assignee hereby accepts such assignment of the Assigned Items and hereby assumes all of the Assumed Obligations. The Assumed Obligations include, without limitation, the satisfaction or fulfillment of any conditions to receiving the incentives, rights and interests under the Chapter 380 Agreement assigned to Assignee under this Agreement and compliance with any restrictions on the expenditure of funds received in the form of rebates or otherwise. The Assigned Items do not include any obligations, incentives, rights or interests under the Chapter 380 Agreement arising out of or pertaining to the construction or operation of the Parking Structure, all of which RMI Investors retains.

4. Representation and Warranty. Assignor represents and warrants to Assignee that (a) Assignor is the sole holder of the incentives, rights and interests under the Chapter 380 Agreement arising out of or pertaining to the construction, operation and ownership of the Hotel only, including, without limitation, the Incentives relating to the Hotel, (b) Assignor has made no transfer, assignment, conveyance, pledge or hypothecation of any the incentives, rights and interests referenced in item (b) above, except in connection with a loan in favor of PlainsCapital Bank which is being paid off in connection with the sale of the Property by Assignor to Assignee, and (c) the assignment of the Assigned Items is free and clear of all liens and encumbrances.

5. Limitation. The signatories hereto acknowledge and agree that this Assignment is for the benefit of the Property legally described in **Exhibit “A”** attached hereto, and that the entering into this Assignment shall not cancel or vitiate or otherwise impair any other Chapter 380 benefit in favor of any person or party or other property existing as of the date hereof.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles. Mandatory and exclusive venue for any action concerning this Assignment in

which the Town is a party shall be in a court of competent jurisdiction in Denton County, Texas.

7. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

9. Notices. Any notices to be provided under the Agreement to Assignee with respect to the Assigned Items and the Assumed Obligations shall be addressed to Assignee as follows and provided in accordance with the terms of the Chapter 380 Agreement:

RiverWalk750, LLC
405 State Highway 121, Suite C-140
Lewisville, TX 75067
Attn: Minhas Ladiwalla

[The remainder of the page is intentionally blank. Signatures follow.]

Assignee, Assignor and the Town have executed this Assignment as of the date first hereinabove written.

ASSIGNOR:

FM River Walk Hotel I, LP, a Texas limited partnership

By: **FM River Walk Hotel GP, LLC**, its General Partner

By: _____
Daryn Eudaly, Its: Manager

ASSIGNEE:

RiverWalk750, LLC

a Texas limited liability company

By: Riverwalk Manager LLC, a Texas limited liability company,
its Manager

By: _____
Minhas Ladiwalla, its _____

FOR THE LIMITED PURPOSE OF CONSENT:

THE TOWN:

By: _____
Name: _____
Title: _____

Exhibit "A"

Legal Description of Property

Lot 10R, Block A, of the RIVER WALK AT CENTRAL PARK 3, 2015, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Document Number 2015-262 of the Plat Records of Denton County, Texas.

Town of Flower Mound
Town Secretary's Office
2121 Cross Timbers Road
Flower Mound, Texas 75028

Denton County Record
Number 2014-10905-7

TOWN OF FLOWER MOUND AND RMI RIVER WALK INVESTORS, LP
CHAPTER 380 PARTNERSHIP AGREEMENT

This 380 Partnership Agreement (hereinafter referred to as the "Agreement") is entered into by and between the Town of Flower Mound, Texas, a Texas home rule municipality (hereinafter referred to as the "Town"), and RMI River Walk Investors, LP, a Texas limited partnership (hereinafter referred to as the "Owner"), which is, as of the Effective Date hereof, the property owner of commercial property located in The River Walk at Central Park (the "River Walk") in the Town.

WHEREAS, the River Walk is a master planned mixed use project being constructed and developed in the central portion of the Town; and

WHEREAS, Owner desires to construct a nationally branded and franchised upscale select service hotel by Marriott, Hilton, Hyatt, or Starwood (the "Hotel") in the River Walk; and

WHEREAS, the Hotel will be constructed on certain property in the River Walk, more particularly described in attached Exhibit A, incorporated by reference and referred to herein as the "Property"; and

WHEREAS, the Town and Owner wish to address various development issues related to the construction and operation of the Hotel in the River Walk, and to provide for certain economic development incentives for the Hotel, as more fully described herein; and

WHEREAS, the Town and Owner acknowledge that the development and construction of the Hotel with conference/meeting space will result in and promote economic development in the Town, thereby increasing property values; and

WHEREAS, the proposed development of the Property is consistent with the adopted Master Plan of the Town; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

WHEREAS, the Town wishes to partner with Owner and provide various incentives to Owner to assist in the economic development of the Property in the River Walk; and

WHEREAS, the Property (as hereinafter defined) is located in the Town's Tax Increment Financing Zone No. 1 (TIRZ No. 1); and

WHEREAS, the Town has concluded and hereby finds that this Agreement in its entirety clearly promotes economic development in the Town and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the

best interests of the Town and Owner; and

WHEREAS, Owner has applied to the Town for financial accommodations, including those which are described in this Agreement and those which may be described in any exhibit or schedule attached to this Agreement.

NOW, THEREFORE, THE TOWN AND OWNER AGREE AS FOLLOWS:

SECTION 1. FINDINGS INCORPORATED

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

SECTION 2. TERM

This Agreement shall be effective as of the Effective Date and end when the Town has fulfilled all of its payment obligations in accordance with Sections 6 and 7 of this Agreement, unless terminated earlier by the Town pursuant to Section 8 of this Agreement.

SECTION 3. PROGRAM ESTABLISHED

A Program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring a first class urban hotel to the River Walk in the Town. The terms of this Agreement shall implement the Program.

SECTION 4. DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

- (1) **Ad Valorem Tax.** The words "Ad Valorem Tax" means the property taxes imposed by the Town on the Property and actually received by the Town.
- (2) **Affiliate.** The word "Affiliate" means any entity that owns or controls, is owned or controlled by, or is under common ownership or control with the then current Owner or Parking Owner.
- (3) **Agreement.** The word "Agreement" means this 380 Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (4) **Business Personal Property.** The words "business personal property" mean business tangible personal property as defined in the Texas Tax Code, as amended, and for purposes of this Agreement shall be new business personal property added to the Property which, at the time of execution of this Agreement, is not on the tax rolls of the Town.

- (5) **Certificate of Occupancy.** The words "Certificate of Occupancy" means the certificate issued by the Town building official reflecting that construction has been completed in conformance with appropriate municipal codes and the Owner is authorized to secure full utility service and to permit commercial occupancy of the building.
- (6) **Effective Date.** The words "Effective Date" mean the date of the later to execute this Agreement by and between the Town, and Owner.
- (7) **Force Majeure.** The words "Force Majeure" mean any cause, condition or event, which is beyond the control of Owner or any person for whom Owner is responsible, that could not reasonably be avoided through ordinary care.
- (8) **Hotel.** The word "Hotel" means a 130-150 room nationally branded and franchised upscale select service hotel by Marriott, Hilton, Hyatt, or Starwood, consisting of approximately 90,000 to 100,000 square feet of which at least 6,000 square feet will be dedicated to conference/meeting space.
- (9) **Improvements.** The word "Improvements" means the Hotel, Parking Structure and related amenities located on the Property.
- (10) **Opening Date.** The words "Opening Date" mean the date after which a Certificate of Occupancy has been received by the Owner for the Hotel and the Hotel is fully open to accommodate hotel patrons and guests.
- (11) **Owner.** The word "Owner" means, as of the Effective Date, RMI River Walk Investors, LP, a Texas limited partnership, whose address for the purposes of this Agreement is 13760 Noel Road, Suite 800, Dallas TX 75240 or its assigns as permitted by this Agreement.
- (12) **Parking Owner.** "Parking Owner" means the entity that constructs and owns the Parking Structure. The Town and Owner acknowledge and agree that the Parking Owner may be the Owner or may be a third party (which may or may not be an Affiliate of Owner). As of the Effective Date of this Agreement, "Parking Owner" is the Owner, who shall be responsible for all obligations in this Agreement related to the Parking Structure until such obligations are transferred and assigned to another third party.
- (13) **Parking Property.** "Parking Property" means the property on which the Parking Structure is constructed. The Town and the Owner acknowledge and agree that the Parking Structure will be constructed on property that is adjacent to the Property and not located on the Property.

- (14) **Parking Structure.** The words "Parking Structure" mean a parking structure or structures and related infrastructure associated with the Hotel and the surrounding development with no less than 300 spaces, constructed in accordance with the Town's River Walk at Central Park development regulations as approved by the Town Council, and related infrastructure.
- (15) **Program.** The word "Program" means the program established pursuant to Chapter 380 of the Texas Local Government Code as set forth in Section 3 of this Agreement.
- (16) **Property.** The word "Property" has the meaning given such term in the Recitals, Which Property is more particularly described in Exhibit A to this Agreement, which is attached hereto and incorporated herein for all purposes.
- (17) **Sales and Use Tax and Sales and Use Tax Receipts.** The words "Sales and Use Tax" or "Sales and Use Taxes" or "Sales and Use Tax Receipts" mean the Town's municipal sales and use tax, currently at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended, generated by the Hotel on the Property; provided, should the Texas Legislature amend the applicable Tax Code provision to increase or decrease the amount of allowed municipal sales and use tax, then in the event of a decrease, Sales and Use Tax shall mean the actual amount of sales and use tax received by the Town, and in the event of an increase, the Sales and Use Tax shall mean one percent (1.0%). The Sales and Use Tax does not include any sales taxes imposed for the Town Development Corporation created pursuant to the Economic Development Corporation Act of 1979.
- (18) **Sales Tax Certificate.** The words "Sales Tax Certificate" mean a document provided to the Town by Owner itemizing the payment of sales and use taxes by Owner and Parking Owner or contractors retained by Owner and Parking Owner in connection with construction of the Hotel and Parking Structure, including furniture, fixtures, and equipment purchased for the Hotel.
- (19) **State Comptroller.** The words "State Comptroller" mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (20) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

- (21) **Town.** The word "Town" means the Town of Flower Mound, Texas, a Texas home rule municipality, whose address for the purposes of this Agreement is 2121 Cross Timbers Road, Flower Mound, Texas 75028.

SECTION 5. OWNER'S OBLIGATIONS

A. **Owner's Obligation to Construct and Operate the Hotel.** Owner will develop, construct, and operate (or contract to operate) the Hotel located on the Property pursuant to and in accordance with the standards of a nationally branded and franchised 130 – 150 room upscale select service hotel by Marriott, Hilton, Hyatt, or Starwood. The Hotel shall consist of approximately 90,000 to 100,000 square feet, of which at least 6,000 square feet will be dedicated to conference/meeting space. The Hotel shall comply in all respects to applicable Town ordinances and regulations and all applicable development approvals, permits and conditions granted, provided for, or required thereunder. Owner agrees that from and after the Opening Date, Owner or Owner's contractor will continuously use and operate the Hotel (subject, however, to any cessations due to causes or events of Force Majeure or due to Hotel remodeling, renovation or casualty/condemnation repairs and replacements), and the Hotel shall not be used for any purpose other than as a hotel and related amenities, open to the public and serving visitors, the adjacent business community, and the citizens of the Town.

B. **Issuance of Hotel Building Permit by June 1, 2015.** Owner agrees and acknowledges that it, except as excused by Force Majeure, must receive a building permit from the Town for the construction of the Hotel on or before June 1, 2015, and in the event Owner has not received a building permit from the Town on or before June 1, 2015, this Agreement shall be null and void, and of no further force or effect.

C. **Construction of the Parking Structure.**

- (1) The Parking Owner shall construct the Parking Structure in a good workmanlike and commercially reasonable manner, in accordance with all applicable Town ordinances and development standards, including those specifically applicable to the River Walk.
- (2) Subsequent to the Town's issuance of a Certificate of Occupancy for the Parking Structure, the Parking Owner shall be responsible for the ownership, operation, maintenance and ongoing repairs of the Parking Structure. Nothing herein shall prohibit Parking Owner and the Town entering into a maintenance agreement for the Parking Structure.
- (3) At no time shall the general public be charged to park a vehicle within the Parking Structure. However, the Hotel shall be responsible for a proportionate share of the costs associated with the ownership, operations, repairs and maintenance of the Parking Structure. The Hotel may reserve parking spaces for its customers at a rate no greater than one parking space per one Hotel room. The Parking Owner, from time to

time, may also reserve a limited number of parking spaces. This subsection 5.C.(3) shall survive the Term of this Agreement.

- (4) In accordance with Section 7, the Parking Owner shall be eligible for reimbursement from TIRZ No. 1 for costs to construct the Parking Structure.

D. Undocumented Workers. Owner certifies that during the Term of this Agreement, Owner will not knowingly employ and directly hire an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended; provided, however, Owner shall not be in default of this covenant in the event other persons or entities working by, through or under Owner hire an undocumented worker (e.g., one of Owner's contractors hires an undocumented subcontractor or the Hotel management company hires an undocumented worker.). If during the Term of this Agreement, either Owner or Parking Owner or one of their respective assignees, as applicable, is convicted of a violation under 8 U.S.C. § 1324a(f), and all appeal periods with respect thereto have expired or all appeals with respect thereto have been fully and finally adjudicated in favor of affirming the conviction (the breaching Owner, the breaching Parking Owner or breaching assignee, as applicable, being referred to herein as the "Convicted Party"), the Convicted Party shall repay the amount of the public subsidy provided to the Convicted Party under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the Town notifies the Convicted Party of the violation.

SECTION 6. OBLIGATIONS OF TOWN

Subject to the Owner's compliance with its covenants and obligations under this Agreement, Town shall provide the following incentives to Owner and subject to the Parking Owner's compliance with its covenants and obligations under this Agreement, Town shall provide the following incentives to Parking Owner:

A. Real and Business Personal Property Tax Rebate. Owner shall receive a grant equal to seventy five percent (75%) of the Ad Valorem Tax paid to the Town for real property (excluding the assessed land value for 2014) and Business Personal Property (excluding inventory) commencing on January 1 of the first calendar year following the date of issuance of a Certificate of Occupancy and continuing thereafter for seven (7) years. Such grant shall be paid by the Town to Owner on or before ninety (90) days following the date the Owner pays its Ad Valorem property taxes and Business Personal Property taxes, as applicable.

B. Impact and Building Permit Fees. The Town agrees that Owner and Parking Owner shall pay impact fees (water, wastewater and roadway), as defined in and adopted by the Town pursuant to Chapter 395 of the Texas Local Government Code, at a rate of zero (0%) of the amount of said impact fees for the Hotel and the Parking Structure. Additionally, the following Town permit and related fees, as follows, shall be waived for initial construction only of the Hotel and Parking Structure: building permit

fee, electrical permit fee, mechanical permit fee, plumbing permit fee, plan review fee and lighting plan review fee. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

C. Hotel Occupancy Tax Rebate. Owner shall receive economic development incentives in an amount equal to one hundred percent (100%) of the hotel occupancy tax charged, collected and remitted to the State from Hotel operations as a tax rebate, said tax rebate commencing on the Opening Date and continuing thereafter for eight (8) years. Such hotel occupancy tax rebate ("Rebate") shall be paid by the Town to Owner on or before forty-five (45) days following the date the Town receives such hotel occupancy tax proceeds. For purposes of this Agreement, "hotel occupancy tax" means the amounts collected as a result of the tax imposed by the Town pursuant to Chapter 351 of the Texas Tax Code, as amended, and by Article IV of Chapter 62 of the Flower Mound Code of Ordinances, as amended.

- (1) Quarterly, Owner shall submit to the Town a full and complete copy of the Hotel's tax report and related information submitted to the State Comptroller for the hotel occupancy tax. Owner shall provide said copy of the quarterly submittal to the Town at the same time that it submits the report to the State Comptroller. Further, Owner shall provide a full and complete copy of any supplemental or amended reports or submittals that it provides to the State Comptroller and shall provide the Town with same at the same time that it provides any such submittal to the State Comptroller.
- (2) Owner agrees that the Rebate shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry and only as permitted by Chapter 351 of the Texas Tax Code, as amended. In addition to said expenditure limitations, Owner shall further be required to limit expenditure of the Rebate to the following categories of expenses: (1) salaries and benefits of Owner's sales and marketing personnel; (2) billboards and airport signs rentals/leases; (3) advertising materials; (4) guest loyalty program costs or expenses offered or available by or related to the Hotel's franchisor; (5) print, television, radio, internet, website or other media (whether now or hereafter existing or available for commercial use) for advertising and promotion; (6) third party and franchisor reservation fees or expenses; (7) marketing or trade shows; (8) national marketing or advertising fees or expenses paid to Hotel's franchisor; (9) Owner's sales and marketing personnel's travel and lodging expense and entertainment expenses for customers or employees of referral source or of Hotel's franchisor; (10) complimentary hotel rooms or services provided to customers or employees of referral sources or of Hotel's franchisor to promote or secure future bookings at the Hotel; and (11) other expenditures consistent with Section 351.101 of the Texas Tax Code, as amended, and any other applicable state law.

- (3) Nothing in this Agreement shall prohibit Owner from making subgrants of all or part of the Rebate by contract to any other person, entity or private organization for expenditures authorized by Section 351.101 of the Texas Tax Code, as amended.

D. **Sales Tax Rebate.** The Town agrees that it shall rebate to Owner 50/100 (0.50) of its one percent (1%) Sales and Use Tax for sales consummated at the Hotel, as follows:

- (1) On or before the last day of the first calendar month after the month in which Owner (or the operator of the Hotel on behalf of Owner) makes its final payment of Sales and Use Tax to the State Comptroller for its first full or partial calendar quarter of sales at its location in the Town, and continuing on or before the last day of the second calendar month after each successive calendar quarter thereafter, Owner agrees to submit to the Town a "Sales Tax Rebate Submittal Request."
- (2) Owner's Sales Tax Rebate Submittal Request shall state the gross amount of the Town's one (1%) percent Sales and Use Tax paid by Owner (or the operator of the Hotel on behalf of Owner) for the applicable quarter and the amount due Owner (equal to 50/100 (0.50) of the Town's one percent Sales and Use Tax) by the Town for such quarter.
- (3) Owner's documentation shall identify the taxable "sales and use tax-eligible" sales from the Hotel for the preceding quarter.
- (4) Unless otherwise determined by the Texas Attorney General in writing, the submitted documentation shall be considered confidential financial information contained in a public document (or other reproduction media) not subject to release to the public. The Town shall seek a written opinion from the Texas Attorney General, raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act. The Owner shall assist the Town by providing relevant arguments for confidentiality and necessary information to support the Town's efforts in seeking an opinion. The Parties agree, however, that this Agreement shall not be considered confidential.
- (5) If Owner shall fail to timely submit a Sales Tax Rebate Submittal Request for a particular quarter, then the Town may give Owner written notice of Owner's failure to timely submit such Sales Tax Rebate Submittal Request, and Owner shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Sales Tax Rebate Submittal Request.
- (6) The Town's determination of the amount of the Sales Tax Rebate due Owner is final; provided, however, that Owner may appeal to the Town Council within thirty (30) days of payment, the Town Council shall hear the

appeal within thirty (30) days and the Town Council's determination of the amount of the Sales Tax Rebate shall be final.

- (7) The term of the Sales Tax Rebate shall be seven (7) years from the date of the first sales tax-eligible purchase consummated at the Hotel.
- (8) The Parties acknowledge that no portion of any dedicated Sales and Use Tax collected by the Town shall be rebated to Owner. For the purposes of this Agreement, "dedicated Sales and Use Tax" are those sales and use taxes collected for the purposes of the Town Crime Control and Prevention District, the Town Fire Control, Prevention & Emergency Medical Services District, the Town Community Development Corporation, and for street maintenance.

E. Construction/FFE Sales Tax Rebate.

- (1) The Town agrees that it shall rebate to Owner and Parking Owner quarterly an amount equal to fifty percent (50%) of the Sales Tax Receipts [equal to 50/100 (0.50) of the Town's one percent Sales and Use Tax] received by the Town for:
 - (a) The purchase of furniture, fixtures and equipment and construction materials consummated within the Town by Owner or contractors retained by Owner in connection with the construction of the Hotel prior to issuance of the Certificate of Occupancy.
 - (b) The purchase of construction materials consummated within the Town by Parking Owner or contractors retained by Parking Owner in connection with the construction of the Parking Structure prior to completion and the Town's acceptance of the Parking Structure.
- (2) Payment by the Town shall be in quarterly installments within ninety (90) days after the end of each calendar quarter (with the calendar quarters ending March 31, June 30, September 30 and December 31, respectively). Owner and Parking Owner shall provide a Sales Tax Certificate for all purchases eligible for rebate under this Section for the applicable quarter.
- (3) Any rebate shall not include any amounts received by the Town on behalf of the Town Crime Control and Prevention District, the Town Fire Control, Prevention & Emergency Medical Services District, the Town Community Development Corporation, or for dedicated taxes for street maintenance.

SECTION 7. TIRZ No. 1 Infrastructure Construction Assistance/Construction of Parking Structure.

The Town, Parking Owner and Owner acknowledge that funds are, or will be, available from the Town's Tax Increment Reinvestment Zone No. 1 (TIRZ No. 1) to assist Parking Owner in funding the construction of the Parking Structure to be constructed by the Parking Owner. The Parking Owner shall be eligible to receive up to **ONE MILLION DOLLARS (\$1,000,000.00)** in financial assistance from TIRZ No. 1, subject to availability of funds, as referenced below, to construct the Parking Structure, subject to the following:

- (1) Subsequent to the Town's issuance of a Certificate of Occupancy for the Parking Structure, the Parking Owner shall submit to the Town a payment request (the "Payment Request"). The Payment Request shall include appropriate documentation reflecting that all outstanding invoices have been paid, that the Parking Structure has been constructed in accordance with all Town ordinances, regulations, plans and specifications, and that no outstanding items or issues remain relative to the Payment Request. Further, Town inspectors and/or auditors shall be authorized to conduct such review as is required in their discretion to confirm the items, issues or any other matter certified in the Payment Request.
- (2) Within thirty (30) days following receipt of any Payment Request, the Town Manager or his designee shall either (1) approve the Payment Request and forward it to the appropriate Town department for payment, or (2) provide the Parking Owner with written notification of disapproval of all or part of a Payment Request, specifying the basis for any such disapproval. Any dispute as to the appropriateness of payment of all or a portion of the Payment Request may be appealed, within ten (10) calendar days of denial of payment, to the Town Council, which shall endeavor to hear such appeal within thirty (30) days. Denial of the Payment Request by the Town Council shall be resolved by mediation between the parties in the event an agreement is not otherwise reached by the parties.
- (3) Subject to the terms of this Agreement, the Town agrees that it will use reasonable efforts to make TIRZ No. 1 funds available for reimbursements to the Parking Owner as quickly as possible; provided, however, the Parking Owner acknowledges and understands that any reimbursement from TIRZ No. 1 funds shall be subject to availability of funds.
- (4) In no event shall said financial assistance from TIRZ No. 1 funds or proceeds ever exceed \$1,000,000.00.

SECTION 8. DEFAULT

Each of the following shall constitute an Event of Default under this Agreement:

- (1) At any point during the Term of this Agreement, Owner ceases operations on the Property for more than thirty (30) consecutive days, unless such cessation is due to causes or events of Force Majeure or due to Hotel remodeling, renovation or casualty/condemnation repairs and replacements.
- (2) Any warranty, representation or statement made or furnished to the Town by or on behalf of Owner or Parking Owner (as applicable) under this Agreement or any document(s) related hereto is/are false or misleading in any material respect, either now or at the time made or furnished, and Owner or Parking Owner (as applicable) fails to cure same within sixty (60) days after written notice from the Town describing the violation, or if such violation cannot be cured within such 60-day period in the exercise of all due diligence, then if Owner or Parking Owner (as applicable) fails to commence such cure within such 60-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if Owner or Parking Owner (as applicable) learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and Owner or Parking Owner (as applicable) fails to provide written notice to the Town of the false and misleading nature of such warranty, representation or statement within ten (10) days after Owner or Parking Owner (as applicable) learns of its false or misleading nature.
- (3) Failure of Owner or Parking Owner (as applicable) to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents (including applicable Town ordinances), or failure of Owner or Parking Owner (as applicable) to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between Owner or Parking Owner (as applicable) and the Town, and Owner or Parking Owner (as applicable) fails to cure such failure within ninety (90) days after written notice from the Town describing such failure, or if such failure cannot be cured within such 90-day period in the exercise of all due diligence, then if Owner or Parking Owner (as applicable) fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such failure.
- (4) If any Event of Default by Owner or Parking Owner (the defaulting Owner or Parking Owner, as applicable, being referred to herein as the "**Defaulting Party**"), shall occur, and after the Defaulting Party fails to cure same in accordance herewith, the Town may terminate this Agreement and all economic development incentives provided

to the Defaulting Party (but not the non-Defaulting Party) pursuant to Sections 6 and 7 of this Agreement described herein shall be due and owing to the Town subject to any and all lawful offsets, settlements, deductions or credits to which Defaulting Party and/or its successors may be entitled (it being understood that the Town's payment and performance obligations owed to the non-Defaulting Party shall remain binding and in full force and effect).

If, however, a non-Defaulting Party timely cures the default on behalf of the Defaulting Party, the non-Defaulting Party shall be entitled to demand (and immediately receive) from the Defaulting Party a reimbursement of all the costs and expenses incurred by the non-Defaulting Party with respect to such cure (including, without limitation, reasonable attorneys' fees), together with interest thereon assessed at the maximum lawful rate of interest then allowed in the State of Texas.

SECTION 9. MISCELLANEOUS

A. **Right of Access.** Owner further agrees that the Town, its agents and employees, shall have a reasonable right to access to the Property and any Improvements to inspect same in order to ensure that the construction of the Improvements is in accordance with this Agreement and/or all applicable federal, state and local laws, ordinances and regulations. After completion of the Improvements, the Town and its agents and employees shall have the continuing right of inspection to ensure that such are thereafter maintained and operated in accordance with this Agreement and/or all applicable federal, state and local laws.

B. **Inspection of Books.** The Town shall have the right to inspect Owner's books and related documents, upon reasonable notice to Owner, to determine Owner's compliance with the provisions of this Agreement. The failure to allow the inspection of Owner's books and related documents shall constitute an Event of Default.

C. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

D. **Covenant Running with the Land.** This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Owner and all others holding any interest now or in the future, and it is the intent of this Agreement, and the parties so acknowledge, that any and all phases of the Project shall be subject to this Section of this Agreement.

E. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of

the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

F. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Att'n: Town Manager's Office

If to Owner: RMI River Walk Investors, LP
13760 Noel Road, Suite 800
Dallas, Texas 75240
Att'n: Daryn Eudaly

G. **Prevailing Party in Event of Legal Action.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

H. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

I. **Invalidation.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

J. **Telecopied Facsimile.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

K. **Mayor Authorized to Execute.** The Town Council hereby authorizes the Mayor of the Town of Flower Mound to execute this Agreement on behalf of the Town.

L. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

M. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and

represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Owner to same. Further, this Agreement is and shall be binding upon Owner, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

N. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

O. **Assignment.** This Agreement may not be assigned without the express written consent of the other Party, unless the assignment is to an Affiliate. In the event of assignment to an Affiliate, Owner or Parking Owner shall notify the Town within thirty (30) days of the assignment. Any assignee of this Agreement must agree in writing to commit to the terms and conditions of this Agreement.

P. **Acknowledgement and Agreement by Parking Owner.** Prior to making any disbursements pursuant to a Payment Request (as contemplated in Section 7 above), the Parking Owner making such Payment Request (if different from the Owner) shall be required to execute and deliver to the Town a written agreement (in a form prepared by the Town) whereby such Parking Owner acknowledges and agrees to abide by the terms hereof to the extent applicable to the Parking Structure constructed (or to be constructed) on the land owned by such Parking Owner.

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

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, on this 20 day of October, 2014.

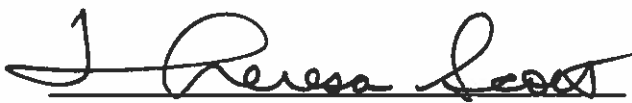


TOWN:

TOWN OF FLOWER MOUND, TEXAS


 Thomas E. Hayden, Mayor *pro tem*
 JEAN LEVENICH

ATTEST:

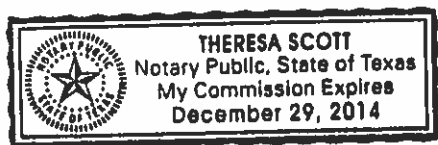

 Theresa Scott, Town Secretary

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on the 20 day of February, 2014, Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on behalf of said Town.

TERN LOVENIK

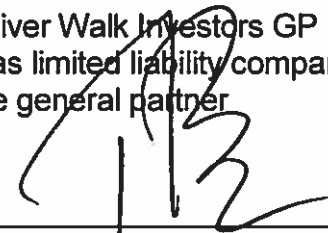


[Signature]
Notary Public, State of Texas

OWNER:

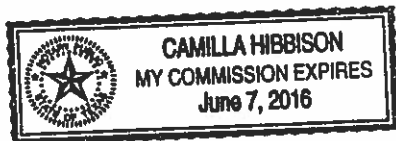
RMI RIVER WALK INVESTORS, LP

By: RMI River Walk Investors GP LLC,
a Texas limited liability company,
its sole general partner

By: 
Tim Lavender, President

STATE OF TEXAS)
)
COUNTY OF DENTON)

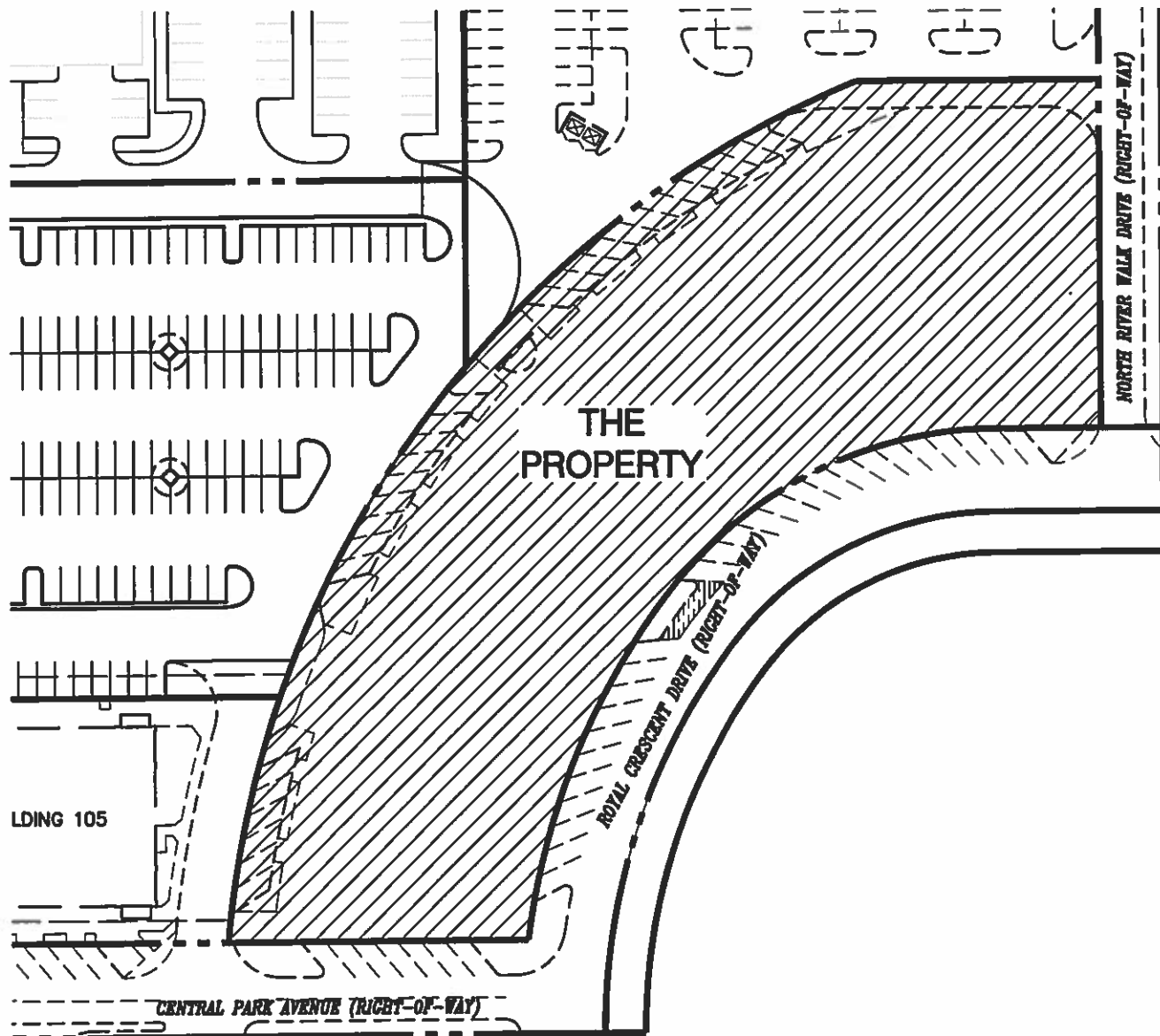
This instrument was acknowledged before me on the 20th day of October, 2014, by Tim Lavender, the President of RMI River Walk GP LLC, a Texas limited liability company, which is the sole general partner of RMI River Walk Investors, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.




Notary Public, State of Texas

Exhibit A

**Description and/or Depiction
of the Property**



THE PROPERTY EXHIBIT "A"



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, INC.
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.438.9712 • F: 972.438.9715
611 Dallas Drive, Suite 114 • Roanoke, TX 76262 • P: 882.831.9712 • F: 817.890.4043

TBPLS
Firm No. 1004770
TBPE
Firm No. 1798

DRAWN BY: SM DATE: 10/17/14 SCALE: 1"=80' JOB. NO. **10037**

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2014 00109057

Instrument Number: 2014-109057

Recorded On: October 27, 2014

As
Agreement

Parties: TOWN OF FLOWER MOUND

To

Billable Pages: 19

Number of Pages: 19

Comment: 380 / AMI RIVER WALK

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Agreement	98.00
Total Recording:	98.00

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-109057

Receipt Number: 1219921

Recorded Date/Time: October 27, 2014 10:24:32A

User / Station: C Robinson - Cash Station 1

Record and Return To:

TOWN OF FLOWER MOUND

2121 CROSS TIMBERS RD

TOWNS SECRETARY OFFICE

FLOWER MOUND TX 75028



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas



TOWN COUNCIL AGENDA ITEM NO. 18 REGULAR ITEM

DATE: August 8, 2022

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

ITEM: Consider approval of a Construction Agreement with XIT Paving and Construction, Inc., for the Rippy Road project, in the amount of \$7,443,592.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On June 29, 2022, bids were received and opened for the Rippy Road project (Bid # 2022-50-B). XIT Paving & Construction, Inc. submitted the lowest qualified bid of the three responding bidders at a bid amount of \$7,443,592.00.

Due to the recent increase in material and labor costs, the bid amount was more than the available budget. A CIP amendment to increase project funding is included on the August 8, 2022 Town Council meeting.

The project includes improvements of approximately 2,500 linear feet of existing two-lane asphalt roadway to a two-lane concrete urban collector. The project also includes an enclosed stormwater collection system to improve stormwater collection in the area, 2,000 linear feet of 12-inch waterline, and re-grading the bar ditches along Cottonwood Drive. The project begins at Pecan Meadows Drive and extends south and east to approximately 300 feet west of FM 2499.

BOARD REVIEW/CITIZEN FEEDBACK: Door hangers were handed out to residents that live within the project limits which provided project details and contact information.

ALTERNATIVES/OPTIONS: Rippy Road needs replacement or reconstruction due to significant pavement and subgrade failures. The existing water line is substandard in size, material, and has had significant maintenance issues. The existing bar ditches do not convey drainage runoff adequately and cause localized flooding during significant rain events. A decision not to approve the construction agreement would result in these issues not being addressed and worsening over time.

FISCAL IMPACT: \$7,443,592.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$6,843,592.00 (Rippy Road)	308-220-70629-6160
\$600,000.00 (Rippy Road Water Line)	308-103-98625-6170

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

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

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



Town of Flower Mound
Bid Tabulation

Bid No: 2022-50-B - Rippy Road

Bid Opening: 06/29/2022 at 11:00 AM

Company	Base Bid
XIT Paving & Construction, Inc.	\$ 7,443,592.00
Tiseo Paving Co.	\$ 7,689,720.50
Ed Bell Construction Company	\$ 8,903,034.00

****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: Marquita Shamlin
Purchasing - Buyer
Town of Flower Mound, Texas

Date: June 29, 2022

TOWN OF FLOWER MOUND**RIPPY ROAD****Bid # 2022-50-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 8th day of August, 2022, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and XIT Paving and Construction, Inc., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**RIPPY ROAD
Bid # 2022-50-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 **Seven Million Four Hundred Forty-Three Thousand Five Hundred Ninety-Two Dollars and Zero cents (\$7,443,592.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of **three hundred thirty (330)** calendar days, and final completion of **three hundred sixty five (365)** calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of **one thousand dollars (\$1,000.00)** per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of **two hundred fifty dollars (\$250)** 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 AGENDA ITEM NO. 19 REGULAR ITEM

DATE: August 8, 2022

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: Consider approval of a Construction Agreement with Urban Infraconstruction, LLC, for the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project, in the amount of \$1,974,083.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 6, 2022, bids were received and opened for the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project (Bid # 2022-59-B). Urban Infraconstruction, LLC submitted the lowest qualified bid of the three responding bidders at a bid amount of \$1,974,083.00. Note: Idea Contracting, LLC was disqualified as a contractor due to bid calculation errors, unbalanced bid values and a failure to demonstrate a history of completing projects of similar scope and scale to the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project.

The project includes reconstruction of Lopo Road, Lopo Circle, and Wood Creek Circle which consists of approximately 5,000 SY of concrete pavement, 1,500 SY of concrete sidewalk, 5,275 SY of treated subgrade, 2 storm curb inlets, 1,345 LF of 8" sewer main, 370 LF of 6" CIPP sewer rehabilitation, 13 sewer manholes, 1,600 LF of 6" and 8" water main, and associated appurtenances.

BOARD REVIEW/CITIZEN FEEDBACK: A public meeting to provide residents with project information will be held prior to the start of construction.

ALTERNATIVES/OPTIONS: The existing concrete streets have experienced pavement failures. The existing water and sewer lines along the streets have had past maintenance issues and some are undersized. A decision not to approve the construction agreement would result in pavement failures worsening over time and continued maintenance/service issues with the existing water and sewer lines.

FISCAL IMPACT: \$1,974,083.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 825,600.00	316-560-78042-6160
\$ 256,241.00	316-560-78041-6070
\$ 352,242.00	630-960-78042-6170
\$ 100,000.00	630-960-78041-6170
\$ 340,000.00	630-970-78042-6180
\$ 100,000.00	630-960-78041-6180

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

Total project cost for Lopo Road is \$1,645,000. Total project cost for Wood Creek Circle is \$700,000. Funding sources are:

- Dedicated Sales Tax \$ 1,440,000
- Utility Debt \$ 905,000

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

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



Town of Flower Mound
Bid Tabulation

Bid No: 2022-59-B - Lopo Road Reconstruction and Wood Creek Circle Reconstruction

Bid Opening: 7/6/2022 at 11:00 AM

Company	Base Bid
Idea Contracting, LLC	\$ 1,797,839.58
Urban Infraconstruction, LLC	\$ 1,974,083.00
Ragle, Inc.	\$ 2,570,706.50

****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: Marquita Shamlin
Purchasing - Buyer
Town of Flower Mound, Texas

Date: July 6, 2022

TOWN OF FLOWER MOUND**LOPO ROAD RECONSTRUCTION AND WOOD CREEK CIRCLE
RECONSTRUCTION****Bid # 2022-59-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20____, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Urban Infraconstruction, LLC, a Limited Liability Company, 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:

**LOPO ROAD RECONSTRUCTION AND WOOD CREEK CIRCLE
RECONSTRUCTION,
Bid # 2022-59-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 **One Million Nine Hundred Seventy Four Thousand Eighty Three Dollars and Zero cents (\$1,974,083.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of one-hundred eighty (180) calendar days, and final completion of two-hundred ten (210) 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 Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

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

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

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

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

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

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

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

_____(Signature)

_____(Printed Name)

_____(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____(Signature)

_____(Position)



TOWN COUNCIL AGENDA ITEM NO. 20 REGULAR ITEM

DATE: August 8, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider establishing a Flower Mound Historical Commission.

BACKGROUND INFORMATION: The topic of creating a Flower Mound Historical Commission was discussed at the June 16, 2022, Town Council Strategic Planning Session in the interest of preserving the history and historical sites of the Town. There was discussion as to whether it would be more effective to form a Flower Mound Historical Commission and/or support the formation of a Flower Mound Historical non-profit organization.

RESEARCH SUMMARY: The Town created a Historical Commission Task Force in 1988 with the sole purpose of creating a book that would reflect Flower Mound's history. This was achieved in 1995 with the *Sweet Flower Mound Land* book, which spans from the 1800's to 1994. Council reactivated the Commission in 1999 to discuss an addendum to the book for the years 1994 – 2000. A call to the community for stories and bio's was conducted; however, with minimal response. To date an addendum has not been produced.

The Commission was reorganized in 2005 as part of a Cultural Arts Board (Ord. 16-05), which was repealed in 2007 (Ord 106-7) with the creation of the Parks, Arts, & Library Services Board (PALS). That board was changed to the Parks Board in 2016, and with the duty to "*oversee and advise the town council and staff regarding any issues or updates to the recorded history of flower Mound in the book Sweet Flower Mound Land*" ([Sec. 2-114](#)) remaining. To date, no feedback has been provided regarding issues or updates to the book.

Outreach was made to the Town's fourteen benchmark cities to identify best practices. Eleven cities responded and the results are as follows, with some represented in multiple categories:

	Category	Cities	Notes
1.	Architectural design review only	Allen, Denton, McKinney, Grapevine	Part of planning code and reviews proposed architecture for a building to ensure compliance for historically designated buildings. Typically has a designated Historic District.
2.	Historical Society (501(C) (3) status) – stand-alone entity	Frisco, Grapevine, Southlake, Allen, Coppell	Southlake has a partnership with city – gets \$5,000 annually, Coppell gets \$10,000 annually
3.	Capturing general history (city board)	Colleyville	Committee inactive
4.	No program in place	Richardson, Highland Village	
5.	Other	Lewisville	Staff handles intake of items – has MOU with County
		Coppell	Has citizen volunteer group who works to preserve historical items throughout city. Current Councilmember serves on the committee.
		Grapevine	In addition to the historical society, they have a Grapevine Heritage Foundation

Historical interest groups are structured based on overall age of the city, existing buildings, and community interest and engagement.

For the groups that are stand-alone 501 (C)(3)'s their projects generally include:

- Collect photographs, traveling photograph exhibit
- Conduct or create self-guided tours
- Give talks to community and church groups, realtors, schools
- Placement of historical markers around the city
- Interviewing longtime residents for oral histories and assist with production of historical videos
- Advocate for preservation of historic buildings or assist with renovation of historic buildings
- Helping newcomers learn about their history and feel more at home
- Put together historical events
- Create and maintain a website
- Write books that tell the story of their city
- Write articles for newspaper and magazines about their city's history

and this structure allows them to have flexibility in their work because they can make independent decisions, there is longevity in members, as well as the ability to solicit funding, including matching grant funding from the state, which they could not do as part of a city. Members can also be made up of individuals that don't necessarily live in the city; however, in the area and have a strong historical connection to the city.

The Mound Foundation has assisted in funding some of the cabin furnishings.

OPTIONS:

Provide staff direction to:

1. Offer support to citizens group interested in creating a FM Historical Society (501(C)(3), which may include a support Resolution, and later financially.
2. Create a draft document to establish a Flower Mound Historical Commission, including a purpose and mission statement, operational procedures, powers and duties, member composition, and a meeting schedule.
3. Other

ATTACHMENTS:

1. FM Historical Commission Bylaws (2000)
2. Resolution supporting a group of citizens (2009)

Examples:

3. [Allen Heritage Guild](#)
4. [Southlake Historical Society](#)
5. [Frisco Heritage Association](#)
6. [Wylie Historical Society](#)
7. [Coppell Historical Society](#)

DRAFT MOTION: Provide direction regarding options presented, including other alternatives.

**BY-LAWS OF THE
FLOWER MOUND HISTORICAL COMMISSION
FLOWER MOUND, TEXAS**

ARTICLE I:

NAME

- 1.01 Name:** The name of the organization shall be the Flower Mound Historical Commission.

ARTICLE II:

Mission Statement

- 2.01 Mission Statement:** This commission shall preserve, protect and promote the history of the Town of Flower Mound for the use, education and benefit of present and future generations.

ARTICLE III

MEMBERSHIP

- 3.01 Qualification:** Any registered voter of Denton County, Texas and a resident of the Town of Flower Mound, Texas may become a member of the Commission. Application may be made to the Town and appointment to the Commission will be approved by the Town Council of Flower Mound, Texas

- 3.02 Types of Commission Members:**

Section 1: There shall be seven (7) "Regular" voting members of the Commission. Regular members are expected to provide volunteer time, serve on committees, and otherwise assist with Commission activities.

Section 2: There shall be two (2) "Alternate" members who are non-voting members but shall be required to serve as Regular voting members from time to time during any given meeting to fulfill quorum requirements. Alternate members are expected to provide volunteer time, serve on committees, and otherwise assist with Commission activities.

Section 3: There shall be six (6) "Non-voting" members of the Commission. Non-Voting members are expected to provide volunteer time, serve on committees, and otherwise assist with Commission activities.

ARTICLE IV

OFFICERS

4.01 Officers: The officers of the Commission shall be a Chairman and a Vice Chairman.

Section 1. Chairman: The Chairman shall be the principal executive officer of the Commission and shall in general supervise and control all of the affairs of the Commission. The Chairman shall preside at all meetings of the members, appoint committee chairmen, committee vice chairmen, and committee members with approval of the Commission, administer the expenditure of the budget, and promote the objectives of the Commission. The Chairman shall make an annual report to the Commission and to the Town Council of Flower Mound, Texas

Section 2. Vice Chairman: In the absence of the Chairman or in the event of his inability to act, the Vice Chairman shall perform the duties of the Chairman.

ARTICLE V

ELECTIONS

5.01 Elections:

Section 1: Election of officers of the Commission shall take place during the January meeting of the Commission.

Section 2: Nominations shall be made until no others are heard from the members in the meeting. A quorum shall be present and election to office shall be by a simple majority of the voting members present.

Section 3: Election and Term of Office: Officers of the Commission shall serve for a one (1) year period. Any office vacated during a term shall be filled by election at the next meeting of the Commission where a quorum is present, and the person elected shall serve the remaining portion of the term left open by the vacating officer. New offices may be created and filled at any meeting of the Commission.

ARTICLE VI

MEETINGS

6.01 Meetings:

Section 1: Commission meetings shall be held on the first Tuesday of the month at the Town Hall of Flower Mound, Texas.

Section 2: Special meetings may be called by the Chairman.

Section 3: Meeting Attendance: Regular and Alternate members are expected to attend Commission meetings where possible. Absence from two (2) consecutive meetings without oral or written notice, and proper reason, will constitute a status of probation for a period of two (2) months. If additional absence occurs concurrently without notice during the probation period, the member's status will be referred to the Town Council for removal from membership on the Historical Commission.

Section 4: Quorum. Four (4) Regular members or a combination of Regular and Alternate members totaling four (4) shall constitute a quorum at any meeting. Policy shall be set only by a quorum of the Commission members during a meeting.

Section 5: A simple majority of the voting membership shall constitute a "majority" vote necessary to approve or disapprove any motion brought before the membership during a Commission meeting.

ARTICLE VII

PARLIAMENTARY AUTHORITY

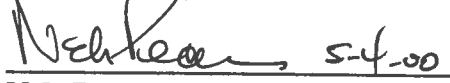
7.01 These By-Laws may be amended at any meeting of the Commission by a majority of the voting members present, provided that:

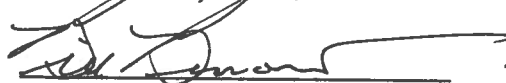
(1) as quorum is present, and

(2) the amendment has been submitted in writing to the membership at the preceding monthly meeting of the Commission.

ARTICLE VIII**ENTERING INTO EFFECT**

- 8.01 These By-Laws and any future amendments thereto shall enter into effect upon their proper passage by the Historical Commission and their acceptance by the Town Council of Flower Mound, Texas.


Nels Pearson, Chairman

 5/4/00
Bill Burrow, Vice Chairman


Attested by:

5/4/00
Date

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. 02-09**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, EXPRESSING SUPPORT FOR THE HISTORICAL PRESERVATION PROJECT THAT PLANS TO COLLECT AND PRESERVE THE HISTORY OF THE TOWN.

WHEREAS, the history of Flower Mound begins as a settlement in the late 1830's, the community grew throughout the 1800's and 1900's, and was officially incorporated as the Town of Flower Mound in 1961; and

WHEREAS, the Town Council finds that it is important to understand and record the history of our community and the contributions made by dedicated individuals who helped develop the community; and

WHEREAS, historic preservation is an effective tool for fostering local pride and maintaining community character; and

WHEREAS, a group of local citizens have expressed their desire to collect and preserve the history of the Town of Flower Mound as the Historical Preservation Project.

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

SECTION 1

The Town Council of the Town of Flower Mound expresses support for the Historical Preservation Project.

SECTION 2

This resolution shall become effective immediately upon its passage and approval.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0 ON THIS THE 2nd DAY OF FEBRUARY 2009.

RESOLUTION NO. 02-09

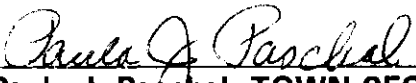
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APPROVED:



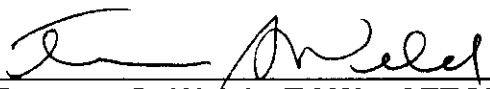
Jody A. Smith, MAYOR

ATTEST:



Paula J. Paschal, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:



Terrence S. Welch, TOWN ATTORNEY

Town Council Future Agenda Items



SCHEDULED	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	Lopo Road & Wood Creek Circle Recon - Testing Award
		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	Gerault Park - Design PSA
		Consent	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Consider approval of the 2022 Lewisville Independent School District for Contract with the Town of Flower Mound for law enforcement services at all Marcus High School & Flower Mound High School Varsity and Jr. Varsity home games and authorize the Mayor to execute same on behalf of the Town.
		Consent	Consider and approve annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.
		Consent	2022 Street Reconstruction - Timber Crk Rd @ College Pkwy Intersection - Construction Award
		Consent	Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$53,611.20, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.execute same on behalf of the Town.
		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	Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 8, 2022.

SCHEDULED	8/22/2022	Consent	Consider approval of the minutes from a work session of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 18, 2022.
		Consent	Consider approval of Change Order No. 5 for drainage adjustments for the Canyon Falls Park project, amending the contract with MSB Contractors, Inc., to provide for an increase to the contract in the amount of \$21,489.53; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	City Works Migration and Implementation Services
		Presentation	International Drug Overdose Day Proclamation
		Presentation	Suicide Prevention Awareness Month Proclamation
		Presentation	Keep Flower Mound Beautiful (KFMB) Annual Update
		Regular	Consider a request for a Site Plan (SP21-0008 – McIver Flower Mound) to develop an office, warehouse and distribution facility with 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 north and west of Lakeside Parkway and Enterprise Road. (PZ recommended approval by a vote of 6 to 0 at its July 11, 2022, meeting.)
		Regular	Consider approval of a Resolution to create a Board and Commission Manual.
		Regular	Public Hearing to consider an ordinance amending the zoning (Z22-0003-Radionov Estate) from Agricultural District (A) uses to Single-Family Estate District (SF-E) uses. The property is generally located west of Morriss Road and south of Hazy Meadows Lane. (PZ recommended approval/denial by a vote of 0 to 0 at its August 15, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending 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. (The Parks Board recommended approval by a vote of 7 to 0 at its June 2, 2022, meeting.) (The Transportation Commission recommended approval by a vote of 6 to 0 at its June 14, 2022, meeting.) (PZ recommended approval by a vote of 6 to 0 at its June 27, 2022, meeting.)
		Regular	Consider a request for a Development Plan (DP21-0005 – Townlake Phase Five and Six) to develop a residential subdivision. The property is generally located south of Cross Timbers Road and east of Scenic Drive. (PZ recommended approval/denial by a vote of 0 to 0 at its August 15, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 480 (SUP22-0003 – Stay N' Play) to permit an amusement and recreation (indoors) facility. The property is generally located west of Yucca Drive and south of Churchill Drive. (PZ recommended approval/denial by a vote of 0 to 0 at its July 25, 2022, meeting.)

SCHEDULED	8/22/2022	Regular	Public Hearing to consider an application for a tree removal permit (TRP22-0010) for five (5) specimen trees on property proposed for development as Mclver Flower Mound. The property is generally located south of Lakeside Parkway and west of Enterprise Road. (The Environmental Conservation Commission recommended approval for specimen trees #'s 106, 161, 172 and 198A and denial of specimen tree #188 by a vote of 4-2-0 at its July 5, 2022, meeting).
	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	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	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		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.
		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	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	2022 Street Reconstruction (Timber Creek Rd @ College Pkwy Intersection & Melody Court) - Testing Award
		Consent	Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.
		Regular	(caption forthcoming)
	10/3/2022	Consent	Timber Creek Water & Sewer Replacement
	10/17/2022	Consent	Timber Creek Water & Sewer Replacement - Testing Award
	11/7/2022	Presentation	Proclamation to designate November as Arts Month in Flower Mound