

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**

9/19/2022

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

6:00 P.M.

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Keep Flower Mound Beautiful (KFMB) Annual Update
2. Big Brothers/Big Sisters Month Proclamation
3. 2022 Live United Proclamation
4. Food Safety Awards
5. Septic Smart Proclamation

E. PUBLIC COMMENT

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

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

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council

Please state your name and address when speaking

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. Organizational updates
4. Bond refunding overview

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 regular meeting is scheduled for Monday, October 3, 2022.

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 8/22, 9/13, 9/15- 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 22, 2022; and the special meetings of the Town Council held on September 13, and 15, 2022.
2. Strategic Planning Retreat- Consider approval of a Professional Services Agreement with The Mejorado Group to facilitate a strategic planning retreat, in the amount of \$16,100; and authorization for the Mayor to execute same on behalf of the Town.
3. Rippy Road Testing Award- Consider approval of a Professional Services Agreement with ECS Southwest, LLP for the Rippy Road project, in the amount of \$79,197.00; and authorization for the Mayor to execute same on behalf of the Town.
4. 2022 Street Recon Testing Award- Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, Inc., for the 2022 Street Reconstruction project, in the amount of \$26,205.00; and authorization for the Mayor to execute same on behalf of the Town.
5. Everbridge Emergency Notification- Consider approval of a Contract Renewal Quotation for the Everbridge emergency notification system for a total amount of \$26,145.00, and authorization for the Mayor to execute same on behalf of the Town.
6. 2022 Atmos Rate Settlement- Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.
7. Update Financial Policies- Consider approval of a resolution amending the financial policies of the Town of Flower Mound.
8. Investment Policy- 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.

9. TexasCLASS Investment Pool- Consider approval of a resolution authorizing the Town of Flower Mound to become a participant in the Texas Cooperative Liquid Assets Securities System Trust, designating and appointing authorized representatives and providing an effective date.
10. Water/Wastewater Rate Structure- Consider approval of an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and sewer service; providing a severability clause; providing for publication; and providing an effective date.

J. REGULAR ITEMS

11. Introduction to TIRZ- Presentation and discussion regarding Tax Increment Reinvestment Zones.
12. FY 22-23 Town Budget Adoption- 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.
13. FY 22-23 Crime District Budget Adoption- 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.
14. FY 22-23 Fire District Budget Adoption- 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.
15. FY 22-23 Tax Rate Adoption- Public Hearing to 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 \$0.405000 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022.
16. SP22-0007 - Los Caminos Restaurant- Consider a request for a Site Plan (SP22-0007 – Los Caminos Restaurant) to develop a restaurant, with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design and a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch. The property is generally located south of Lakeside Parkway and east of International Parkway. (PZ recommended approval by a vote of 6 to 0 at its August 29, 2022, meeting.)
17. Board Member Manual- Consider approval of a Resolution to adopt a Board, Commission, and Committee Manual for the Town.

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.

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. Annual Performance Review of Town Manager and Town Secretary.
- b. 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
- c. 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.
- 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).
- e. 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.

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: September 16, 2022, at 3:40 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: September 19, 2022

FROM: Theresa Scott, Town Secretary

ITEM: 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 22, 2022; and the special meetings of the Town Council held on September 13, and 15, 2022.

BACKGROUND INFORMATION: The Town Council held 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 22, 2022; and special meetings on September 13, and 15, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 8/22
2. Draft minutes 9/13
3. Draft minutes 9/15

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

THE 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 HELD ON THE 22ND DAY OF AUGUST 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
Sandeep Sharma	Mayor Pro Tem
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Brian Taylor	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Kay Wilkinson	Director of Budget Services
Chuck Jennings	Director of Parks and Recreation
Brian Waltenburg	Assistant Director of Engineering
Julie Taylor	Director of Treasury Operations

A. CALL MEETING TO ORDER

Mayor France called the regular meeting to order at 6:02 p.m.

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

Mayor France gave the invocation and led the pledges.

D. PRESENTATIONS

1. International Drug Overdose Awareness Day Proclamation

Mayor France recited the Proclamation and presented it to Kathy O'Keefe, Winning the Fight.

2. Suicide Prevention Awareness Month Proclamation

Mayor France recited the Proclamation and presented it to Michelle Foster, CCBHC Outreach Coordinator.

3. Keep Flower Mound Beautiful (KFMB) Annual Update

This item was postponed to September 19, 2022, at the request of KFMB.

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.	Paul Stone, 1868 Meyerwood Ln	Historical Commission

F. **ANNOUNCEMENTS**

Deputy Mayor Pro Tem Martin announced having attended the *Just Once* presentation at the Flower Mound High School and she thanked Kathy O'Keefe for making that happen, and for sharing her personal experience.

Councilmember Engel announced the Citizen's Police Academy has a few openings, and he provided detailed information about that program. He also announced having participated in the Fire Academy and commented on his experiences there.

Councilmember Taylor offered a reminder about school being in session and to exercise caution in school zones and watch for buses.

Mayor France pointed out the importance of drug overdose awareness. He also announced there are sign on bonuses available for some Town positions.

Several Councilmembers extended welcome back remarks to Mayor Pro Tem Sharma. They also reported having attended the recent Fire Department banquet and extended appreciation for their work.

G. **TOWN MANAGER'S REPORT**

Mr. Childers provided an update on the following projects:

1. Capital improvement projects

Rheudasil Park reopening ribbon cutting will be Saturday, August 27, at 10am.

2. Economic Development projects

No discussion.

3. Operational updates

Staffing update.

H. **FUTURE AGENDA ITEMS**

No request for future agenda items.

I. COORDINATION OF CALENDARS

1. A special meeting is scheduled for Tuesday, September 13, and Thursday, September 15 at 6:00 p.m. for Board & Commission interviews
2. A regular meeting is scheduled for Monday, September 19, 2022

Mayor France confirmed that all Councilmembers plan to attend the above referenced meetings.

J. CONSENT ITEMS

1. 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.
2. 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.
3. Consider approval of the Professional Services Agreement with Freese and Nichols, Inc., for the design services associated with the Gerault Park Improvements project, in the amount of \$51,580.00; and authorization for the Mayor to execute same on behalf of the Town.
4. 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.
5. 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.
6. Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Lopo Road Reconstruction and Wood Creek Circle Reconstruction project, in the amount of \$78,025.00; and authorization for the Mayor to execute same on behalf of the Town.
7. Consider approval of an ordinance adopting the 2022-2023 annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

ORDINANCE NO. 40-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL(S) FOR THE RIVERWALK PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013 AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. Consider approval to increase the contract funding for additional grounds maintenance and landscape services performed by American Landscape.
9. Consider approval of a Construction Agreement with XIT Paving & Construction, Inc., for the 2022 Street Reconstruction project, in the amount of \$855,073.00; and authorization for the Mayor to execute same on behalf of the Town.
10. *This item moved from consent to regular.*

Mayor Pro Tem Sharma moved to approve by consent Items 1 – 9, 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, SHARMA

NAYS: NONE

K. REGULAR ITEMS

10. Consider approval of a resolution establishing a Historical Commission Task Force.

There was Council discussion regarding:

- Resident requirement
- Applicability of Open Meetings Act
- Possibility of shorter duration (six months, one year, instead of two years)
- Interest in the comprehensive report being 1 year (and preferably before October)
- Historical Society transition

and Ms. Scott or Mr. Meredith responded to questions from Council regarding:

- Open Meetings Act regulations

Deputy Mayor Pro Tem Martin moved to approve establishing a Flower Mound Historical Commission Task Force, as written; however, with the exception of item D in that members shall be current resident citizens and qualified voters at the time of their appointment, and striking item N which states the Commission meetings shall be conducted in accordance with the Open Meetings Act; and changing the term of art from Commission to Task Force throughout the document. Councilmember Schiestel seconded the motion.

RESOLUTION NO. 09-22

A RESOLUTION ESTABLISHING THE HISTORICAL COMMISSION TASK FORCE OF THE TOWN OF FLOWER MOUND; DEFINING THE DUTIES AND TERMS OF THE HISTORICAL COMMISSION TASK FORCE; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

11. 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.) (The Town Council postponed this item to a date not certain by a vote of 4 to 0 at its July 18, 2022, meeting.)

Staff Presentation

Mr. Jennings provided background information regarding this item. He pointed out that staff and the consultant met several times and discussed the feedback from the last meeting and noted that several changes have been made to the plan that addressed the previous concerns.

Consultant Presentation

Leonard Hughes, Kendall Howard, Halff Associates

Ms. Howard gave a presentation identifying or noting:

- Key takeaways from the 7/18/22 meeting
 - o Facility terminology (further classification)
 - o Prioritization of corridors
 - o Funding
- Overall recommendations map
- Prioritization criteria
- Project prioritization
- Multi-use trail priority segments
- All types - high priority segments
- Implementation
- Funding
- Town Master Plan summary document

and she, Mr. Childers, or Mr. Meredith responded to questions or comments from Council regarding:

- o Prioritization list, and particularly as it relates to not tearing up existing sidewalks and to focus on new connections
- o What type of flexibility exist to change the Master Plan in the future

There was Council discussion regarding:

- o Acceptable to the plan overall
- o Cost concerns

Mayor France opened the Public Hearing at 6:58 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
Paul Stone, 1868 Meyerwood Ln	None	None

Mayor France closed the Public Hearing at 7:02 p.m.

Councilmember Schiestel moved to approve as presented. Mayor Pro Tem Sharma seconded the motion.

ORDINANCE NO. 41-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01 IN PART, WHICH ADOPTED THE MASTER PLAN, BY REPEALING AND REPLACING SECTION 5.0, "PARKS AND TRAILS PLAN," AND ADOPTING THE 2022 TRAILS AND BIKEWAYS MASTER PLAN AS A COMPONENT OF THE MASTER PLAN; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

Mayor France opened items 12, 13, and 14 at the same time.

12. Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, including discuss and consider the tax rate and community support funding.

Staff Presentation

Ms. Wilkinson gave a presentation for all three items identifying or noting:

- o Proposed budget purpose and process
- o Budget timeline
- o Timeline and next steps
- o How Flower Mound compares (benchmark cities)
- o 2022 debt service and tax rate
- o Average tax bill over past 10 years
- o Changes since proposed budget filed
- o Compensation benefits
- o General fund and utility fund revenues and expenditures
- o Water/Wastewater rates and how Flower Mound compares
- o Stormwater utility fund revenues and expenditures
- o Stormwater rates
- o Special revenue funds
- o Crime Control & Prevention District budget
- o Fire Control, Prevention & Emergency Medical Services District budget
- o Capital improvement projects (streets, signals, street reconstruction, parks, water, stormwater, wastewater)
- o Next steps

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

- o CIP projects and TIRZ funding

13. 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.
14. 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.

Mayor France opened the Public Hearing for items 12, 13, and 14 at 7:17 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
None	None	Brit Stock, 4005 Rothschild
		Paul Stone, 1868 Meyerwood

Mayor France closed the Public Hearing at 7:25 p.m.

Mayor France announced that there is no action to be taken by Council on these three items at this time.

15. Discuss and consider tax rate, budget, and Community Support Funding.

Ms. Wilkinson noted that Council direction is needed on:

- o Tax rate
- o Adaptive traffic signal upgrade
- o General fund – tax rate options

and she or Ms. Taylor responded to questions or comments from Council regarding:

- o Revenue calculations
- o Debt refinancing and associated savings
- o Concerns regarding the fund balance

There was Council discussion regarding:

- o Maintaining or reducing the tax rate
- o Not interested in using reserve funding

There was Council consensus to:

- o Maintain the current tax rate
- o Fund the adaptive traffic signal upgrade with the general fund balance, and TIRZ, if available

16. 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 by a vote of 5 to 0 at its August 15, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Land use and zoning
- Development plan
- Photographs of the site
- Development plan details
- Landscape plan
- Hardscape plan
- Open space exhibit

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

VOTE ON MOTION:

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

Motion passed

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

17. 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.)

Staff Presentation

Ms. Murphy gave a presentation for items 17 and 18 identifying or noting:

- General and detailed location
- Land use and zoning
- Site plan
- Exception requests
- Site photos
- Site plan
- Landscape plan
- Elevations
- Tree survey

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

- Timing for the neighboring plat
- Slope area and impact
- Landscape plan

Applicant Presentation

Clay Cristy, 1903 Central Dr, Ste 401, Bedford

Mr. Cristy responded to questions from Council regarding:

- Slopes over 12%
- Tree protection
- Driveway exception

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

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

18. Public Hearing to consider an application for a tree removal permit (TRP22-0010) for five (5) specimen trees on property proposed for development as McIver 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).

Mayor France opened the Public Hearing at 8:16 p.m. for item 18. No one spoke. Mayor France closed the Public Hearing at 8:16 p.m.

Deputy Mayor Pro Tem Martin moved to approve as presented and accomplishing mitigation through a combination of planting trees and paying the required fees as recommended by staff. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

19. 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. (P & Z recommended approval by a vote of 6 to 0 at its July 25, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- SUP site plan
- Approved elevations and landscape plan
- Proposed SUP Conditions

Applicant Presentation

Debra Porter

Ms. Porter gave a presentation identifying or noting:

- Business background information
- Neighboring tenant
- Stay N' Play offerings

- Birthday reservations info
- Craft N' Play session info
- Hours of operation
- Safety first

Mayor France opened the Public Hearing at 8:52 p.m. No one spoke. Mayor France closed the Public Hearing at 8:52 p.m.

Councilmember Martin moved to approve as presented, including expanding the hours from 8:00 a.m. to 8:00 p.m. Mayor Pro Tem Sharma seconded the motion.

ORDINANCE NO. 42-22

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. 480 (SUP-480) FOR AN AMUSEMENT AND RECREATION (INDOORS) USE ON CERTAIN PROPERTY DESCRIBED AS 4.755 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A OF THE PRAIRIE COMMONS ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 142 (PD-142) WITH RETAIL DISTRICT-2 AND OFFICE USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHESTEL, TAYLOR

NAYS: NONE

20. 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 by a vote of 6 to 0 at its August 15, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

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

Mayor France opened the Public Hearing at 8:46 p.m. No one spoke. Mayor France closed the Public Hearing at 8:46 p.m.

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

ORDINANCE NO. 43-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE FLOWER MOUND CODE BY CHANGING THE ZONING ON APPROXIMATELY 1.072 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NO. 1324, FROM A AGRICULTURAL DISTRICT USES TO SF-E SINGLE FAMILY ESTATE DISTRICT USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

21. Consideration of a resolution and possible action to disapprove the Denton Central Appraisal District's 2023 annual budget.

Staff Presentation

Mr. Dalton provided background information regarding the item.

Council Discussion

There was Council discussion regarding:

- How it's not just DCAD operations that are problematic based on the consultant's report
- State legislature regulation and requirement challenges
- DCAD staffing issues
- How adopting the Resolution won't solve the problem
- Series of failures and lack of confidence in the leadership
- Consultant's report and associated response

RESOLUTION NO. 08-22

RESOLUTION OF THE TOWN OF FLOWER MOUND, A TEXAS HOME RULE MUNICIPALITY AND PARTICIPATING TAXING UNIT OF THE DENTON CENTRAL APPRAISAL DISTRICT ("DCAD"), CASTING A VOTE OF DISAPPROVAL OF THE DCAD 2023 BUDGET, AS APPROVED BY THE DCAD BOARD OF DIRECTORS; AND DECLARING AN EFFECTIVE DATE.

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

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

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 8:53 p.m. on August 22, 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 12:23 a.m. on August 23, 2022, no action was taken on the following items:

- a. Discuss and consider duties and responsibilities of Mayor Pro Tem and Deputy Mayor Pro Tem.
- b. Consultation with 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
- c. 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.
- d. 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.
- e. 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).

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 12:23 a.m. on Tuesday, August 23, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT

THE FLOWER MOUND TOWN COUNCIL SPECIAL MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2022, IN THE FLOWER MOUND HALL, LOCATED AT 2121 CROSS TIMBERS RD, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 5:00 P.M.

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

Derek France	Mayor
Sandeep Sharma	Mayor Pro Tem
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Brian Taylor	Councilmember Place 5

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

Theresa Scott	Town Secretary (Items A – H)
James W. Childers	Town Manager (Items A – D)
Tommy Dalton	Assistant Town Manager (Items A – D)
Lexin Murphy	Director of Planning Services (Items A – D)
Ray Watson	Director of Economic Development (Items A – D)
Tiffany Bruce	Assistant Town Manager/Town Engineer (Items A – D)

A. CALL SPECIAL MEETING TO ORDER

Mayor France called the special meeting to order at 5:00 p.m.

B. PUBLIC COMMENT

No one spoke.

C./D. CLOSED MEETING/RECONVENE TO SPECIAL MEETING

The Town Council convened into a closed meeting at 5:01 p.m. on September 13, 2022, pursuant to Texas Government Code Chapter 551, Sections .071, and .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 5:59 p.m. on September 13, 2022, and no action was taken on the following items:

- a. 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).

E. BOARDS/COMMISSIONS

1. Interviews were conducted for the following boards or commissions:

- a. All Together Flower Mound Commission (ATFMC)
- b. Animal Services Board
- c. Board of Adjustment/Oil & Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)
- d. Community Development Corporation
- e. Cultural Arts Commission (CAC)

- f. DCTA Board of Directors (Town appointed representative)
- g. Denton County Greenbelt Plan Coordinating Committee
- h. Environmental Conservation Commission (ECC)
- i. Historical Commission Task Force (HCTF)
- j. Parks Board
- k. Planning & Zoning Commission/Capital Improvements Advisory Committee
(Places 1, 2, 3, 4, 5, 6, 7, 8, 9)
- l. School Liaison Committee
- m. SMARTGrowth Commission
- n. Tax Increment Reinvestment Zone Number One (TIRZ #1)
- o. Transportation Commission
- p. Veterans Liaison Board
- q.

with the following individuals participating:

1.	Laverne	Amsterdam
2.	Laurie	Appelbaum
3.	Mike	Bean
4.	Jeffrey	Bevers
5.	Karmien C	Bowman
6.	Ginene	Delcioppo
7.	Jacqueline	Enos
8.	Amanda	Franklin
9.	Ronald	Garvey
10.	Mark	Glover
11.	Juli	Greenberg
12.	Jason	Huse
13.	Prabakar	Jaganatan
14.	Carol	Kohankie
15.	Robert	Kohankie
16.	Charlene	Matthews
17.	Brett	McDonald
18.	Jacquelyn	Narrell
19.	Dr. Mahesh	Raisinghani
20.	Robert	Ruthven
21.	Ryan	Schwenk
22.	Andra	Schwenk
23.	Sheetal	Shastri
24.	Adam	Shear
25.	Paul	Stone
26.	Michael	Valentine
27.	Ervin	West

2. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, or procedures regarding the above referenced boards or commissions.

No action taken.

F. CLOSED MEETING

The Town Council did not convene into a closed meeting. No action was taken on the following item.

- a. 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.

G. COORDINATION OF CALENDAR

1. A second Board & Commission interview meeting is scheduled for Thursday, September 15.

Mayor France announced the above referenced meeting.

H. ADJOURN MEETING

Mayor France adjourned the special meeting at 9:21 p.m. on Tuesday, September 13, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

THE FLOWER MOUND TOWN COUNCIL SPECIAL MEETING HELD ON THE 15TH DAY OF SEPTEMBER, 2022, IN THE FLOWER MOUND HALL, LOCATED AT 2121 CROSS TIMBERS RD, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 5:00 P.M.

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

Derek France	Mayor
Sandeep Sharma	Mayor Pro Tem
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Brian Taylor	Councilmember Place 5

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

Theresa Scott	Town Secretary (Items A – F)
James W. Childers	Town Manager (Items A – D)
Tommy Dalton	Assistant Town Manager (Items A – D)
Lexin Murphy	Director of Planning Services (Items A – D)

A. CALL SPECIAL MEETING TO ORDER

Mayor France called the special meeting to order at 5:00 p.m.

B. PUBLIC COMMENT

No one spoke.

C./D. CLOSED/OPEN MEETING

The Town Council convened into closed meeting at 5:01 p.m. on September 15, 2022, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, and 551.087 for consultation with Town Attorney, and to discuss matters relating to economic development negotiations, and reconvened into an open meeting at 5:50 p.m. and no action was taken on the following items:

- a. 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).

E. BOARDS/COMMISSIONS

1. The Town Council conducted interviews for the following boards, commissions, or committees:
 - a. All Together Flower Mound Commission (ATFMC)
 - b. Animal Services Board
 - c. Board of Adjustment/Oil & Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)
 - d. Community Development Corporation
 - e. Cultural Arts Commission (CAC)
 - f. DCTA Board of Directors (Town appointed representative)
 - g. Denton County Greenbelt Plan Coordinating Committee

- h. Environmental Conservation Commission (ECC)
- i. Historical Commission Task Force (HCTF)
- j. Parks Board
- k. Planning & Zoning Commission/Capital Improvements Advisory Committee (Places 1, 2, 3, 4, 5, 6, 7, 8, 9)
- l. School Liaison Committee
- m. SMARTGrowth Commission
- n. Tax Increment Reinvestment Zone Number One (TIRZ #1)
- o. Transportation Commission
- p. Veterans Liaison Board

with the following individuals participating (listed in speaking order):

	First Name	Last Name
1	Troy	Andersen
2	Todd	Bayuk
3	Rita	Blair
4	Rebecca	Burton
5	Cynthia	Clark
6	Massiel	Cohn
7	Judy	Collins
8	John	Corbett
9	Christopher	Drew
10	Marsha	Gavitt
11	Vicky	Gunning
12	Terra	Klarich
13	Luiz	Mendes
14	John	Mignone
15	Gabrielle	Platon
16	Jodi	Sealy
17	Emily	Strittmatter
18	Matthew	Viken
19	Claudia	Villasana-Munoz
20	Brian	Williams

Town Council recessed at 8:15 p.m. and reconvened at 8:26 p.m.

F. CLOSED MEETING

The Town Council convened into closed meeting pursuant to Texas Government Code Chapter 551.074, to discuss matters relating to personnel, and the following boards or commissions at 8:27 p.m. and 10:17 p.m. and reconvened into an open meeting at 9:03 and later at 10:28 p.m.:

- a. 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.

Action was taken in open session at 10:28 p.m. for those boards and as indicated below.

Italics = New member

Administrative Note: Some members were moved from alternate to regular positions within the same board. Some members were moved to a different board.

For the All Together Flower Mound Commission Deputy Mayor Pro Tem Martin moved to appoint or reappoint:

Thomas Bailey, Place 1
Amanda Franklin, Place 4

Doug Graves, Place 2
Laurie Appelbaum, Place 6

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, and 6; and a term of October 1, 2022 – September 30, 2023 for Place 1 and Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

For the Animal Services Board, Deputy Mayor Pro Tem Martin moved to appoint or reappoint:

Christine Hastings, Place 2
Rebecca Burton, Place 5
Sharon Gentry, Place 8, Alternate

Carol Stephens, Place 4
Susan Bodenmiller, Place 6

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, 6 and 8; and a term of October 1, 2022 – September 30, 2023 for Place 5 and Councilmember Taylor seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

For the Board of Adjustment/Oil and Gas Board of Appeals, Councilmember Schiestel moved to appoint or reappoint:

Ryan Geddie, Place 2
Charles Freeny, Place 6, Alternate

Jodi Sealy, Place 4
Vicky Gunning, Place 8, Alternate

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, 6 and 8 and Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NONE: NONE

For the Community Development Corporation Councilmember Engel moved to appoint or reappoint:

William Koenig, Director 1
Kenneth Walsh, Director 4

John Mignone, Director 2
Shruti Rawat, Director 6

with a term of October 1, 2022 – December 31, 2024, for Directors 2, 4, and 6; and a term of October 1, 2022 – December 31, 2023, for Place 1, and Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NONE: NONE

For the Cultural Arts Commission Councilmember Schiestel moved to appoint or reappoint:

Elizabeth Brannon, Place 2

Tammie Turner, Place 4

Colleen Russ, Place 5

Radha Sathe, Place 6

Laverne Amsterdam, Place 7, Alternate

Ginene Delcioppo, Place 8, Alternate

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, 6 and 8; and a term of October 1, 2022 – September 30, 2023, for Place 7, and Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NONE: NONE

For the Environmental Conservation Commission Councilmember Engel moved to appoint or reappoint:

Rich Murchek, Place 1

James Seastrom, Place 2

Marilyn Lawson, Place 4

Anna Athappan, Place 6

Emily Strittmatter, Place 8, Alternate

Juli Greenburg, Place 9, Alternate

Andra Schwenk, Place 10, Alternate

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, 6, 8, and 10; and a term of October 1, 2022 – September 30, 2023, for Place 9, and Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NONE: NONE

For the Historical Commission Task Force, Councilmember Schiestel moved to appoint:

Jacquelyn Narrell, Place 1

Mark Glover, Place 2

Judy Collins, Place 3

Marsha Gavitt, Place 4

Cynthia Clark, Place 5

Rita Blair, Place 6

Terra Klarich, Place 7

with a term of October 1, 2022 – September 30, 2024, for all places, and Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA
NAYS: NONE

For the Parks Board, Mayor Pro Tem Sharma moved to appoint or reappoint:

Allen Pichon, Place 2

Mark Mayer, Place 6

Susan Borella, Place 9, Alternate

Richard Kenyon, Place 4

Erwin West, Place 8, Alternate

Robert Ruthven, Place 10, Alternate

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, 6, 8, and 10; and a term of October 1, 2022 – September 30, 2023, for Place 9, and Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

For the Planning & Zoning Commission, Mayor Pro Tem Sharma moved to appoint or reappoint:

Jason Hobbs, Place 2

Donald Gilmore, Place 6

Charles Jostes, Place 9, Alternate

Brady Kilpper, Place 4

Christopher Drew, Place 8, Alternate

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, 6 and 8; and a term of October 1, 2022 – September 30, 2023, for Place 9, and Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, MARTIN, SHARMA

NAYS: ENGEL

For the School Liaison Committee, Councilmember Taylor moved to appoint:

Claudia Villasana-Munoz, Place 2

with a term of October 1, 2022 – September 30, 2024 and Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

For the Transportation Commission, Councilmember Taylor moved to appoint or reappoint:

Marie Jackson, Place 2

Chris Reed, Place 6

John Corbett, Place 9, Alternate

Todd Bayuk, Place 4

Jason Huse, Place 8, Alternate

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, 6, and 8; and a term of October 1, 2022 – September 30, 2023, for Place 9 and Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

For the Veterans Liaison Board, Councilmember Engel moved to appoint or reappoint:

Keith Simonson, Place 2

Charlene Matthews, Place 4

Paul Perez, Place 6

with a term of October 1, 2022 – September 30, 2024, for Places 2, 4, and 6, and Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

H. ADJOURN MEETING

Mayor France adjourned the meeting at 10:35 p.m. on Thursday, September 15, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2 CONSENT ITEM

DATE: September 19, 2022

FROM: JP Walton, Strategic Services Manager

ITEM: Consider approval of a Professional Services Agreement with The Mejorando Group to facilitate a strategic planning retreat, in the amount of \$16,100; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town has been conducting strategic planning since 1997 when it adopted its vision statement. The eight strategic goals identified in the Town's current strategic plan were established during the 2015 strategic planning cycle, while initiatives under each goal are established by Town Council through annual Strategic Planning Sessions and annual approval of the Town's budget. The Town has not reviewed its strategic plan, holistically, since 2006.

This item is for a consultant to facilitate a comprehensive review of the Town's strategic plan and strategic goals. The strategic planning retreat is scheduled for October 28th & 29th, 2022. Staff recommends The Mejorando Group to facilitate the strategic planning retreat and the comprehensive review of the Town's strategic plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Not to exceed \$16,100

Proposed Expenditure/(Revenue):	Account Number(s):
\$16,100	100-600-01000-5110

Finance Review by: Tammy Wilson, Chief Financial Officer

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

ATTACHMENTS:

1. Strategic Planning Retreat PSA
2. Strategic Planning Retreat Proposal

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

TOWN OF FLOWER MOUND

CONTRACT SERVICES AGREEMENT FOR

STRATEGIC PLANNING SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 19 day of September, 2022, by and between the Town of Flower Mound, a municipal corporation (“Town”), and Patrick Ibarra, dba The Mejorando Group, a sole proprietorship (“Consultant”). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant’s Proposal. The Scope of Services shall include the Consultant’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement; and shall indemnify, defend and hold harmless Town against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Town hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the Town Council. It is expressly understood by Consultant that

the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as *Exhibit “B”* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit “B”* and any other provisions of this Agreement, the provisions of *Exhibit “B”* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of Fifteen Thousand Two Hundred dollars (\$16,100) (“Contract Sum”), which includes Two Thousand Five Hundred Dollars (\$2,500) in reimbursable expenses for travel, except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Town.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the Town, in a form approved by the Town’s Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, Town shall pay Consultant for all expenses stated thereon which are approved by Town pursuant to this Agreement generally within forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the Town Council of the Town for the purposes of this Agreement. The availability of funding is affected by matters outside the Town’s control, including other governmental entities. Accordingly, the Town has the

option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as *Exhibit “D”*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.2 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused; Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.3 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 31, 2022.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Patrick Ibarra is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for Town to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced, nor may his responsibilities be substantially reduced by Consultant without the express written approval of Town.

4.2 Contract Officer. The Town’s Town Manager is hereby designated as the representative of the Town authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith (“Contract Officer”). It shall be the Consultant’s responsibility to ensure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by Town to the Contract Officer. The Town may designate another Contract Officer by providing written notice to Consultant.

4.3 Independent Contractor. Neither the Town nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of Town and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the Town pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, to be classified as other than an independent contractor for the Town, then Consultant shall indemnify, defend, and hold harmless the Town for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the Town as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the Town.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office “Commercial General Liability” policy. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers’ Compensation Insurance. A policy of workers’ compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the Town.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the Town, its officers, employees and agents (“Town Parties”) as additional insureds and shall waive all rights of subrogation and contribution it may have against the Town and the Town’s Parties and their respective insurers. Moreover, where the primary insured does not satisfy the self-insured retention, the insurance policy must specify that any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the Town. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until

Consultant has provided Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by Town.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Texas, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under Texas Local Government Code Section 271.094 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless Town and the Town's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless Town and Town's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require upon the written request of the Contract Officer.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the

Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of two (2) years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by Town for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the Town's sole risk and without liability to Consultant. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event, Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Texas Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Texas. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Denton, State of Texas, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt

of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and Town shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Town Officers and Employees. No officer or employee of the Town shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; Town. No officer or employee of the Town shall have any financial interest in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflicts of Interest; Consultant. Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. During the term of this Agreement, Consultant shall not hire personnel currently employed by Town to perform any work under this Agreement. Consultant shall promptly inform Town of any contract, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that might appear to conflict with Town's interests. This includes contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under this Agreement. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual conflicts of interest. Town, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, Town of Flower Mound, 2121 Cross Timbers Road Flower Mound, TX 75028 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

TOWN:
TOWN OF FLOWER MOUND,
a municipal corporation

By: _____
Derek France, Mayor

ATTEST:

Theresa Scott, Town Secretary

CONSULTANT:
Patrick Ibarra
Db a The Mejorando Group, a sole proprietorship

By: _____

Name: Patrick Ibarra
Title: Owner
Address: 7409 North 84th Avenue
Glendale, AZ 85305

EXHIBIT “A”
SCOPE OF SERVICES

Consultant shall provide services with the objective of assisting Town officials and management staff develop a Strategic Plan. The scope of work for the services to be performed under this Agreement shall generally consist of the following:

Activity
1. Enlist - Individual interviews will be held with each member of the governing body, along with the Town Manager and department directors.
2. Examine and 3. Explore - Design and facilitate a two-day session to refresh the strategic plan that will include a Vision, Mission and Strategic Priorities.
4. Execute : Implement the Strategic Plan (by Town staff).

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 5.1, subsection (b) is hereby amended as follows (deletions marked by ~~striketrough~~, and additions are marked by ***bold and italics***):

“(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

If Consultant has no employees, the Town may in its discretion require Consultant to complete and provide a declaration of sole proprietorship to the Contract Officer prior to the commencement of work, signed under penalty of perjury, confirming that he has no employees in lieu of the requirement to provide evidence of Worker's Compensation Insurance.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement, Town will pay Consultant upon completion of the services, upon Town’s receipt of a written invoice provided by Consultant. The Fee Schedule is:

- Hourly rate is @\$280 and estimate is twenty hours for interviews, agenda preparation, report preparation, etc. Total fee is \$5,600.
- Rate for facilitation services is \$4,800 for a full day session and \$3,200 for a half-day session.
- Travel reimbursement for 1 trip estimated at \$2,500.

Presuming a one full day and one half-day Strategic Planning workshop, the fee for facilitation is \$8,000, travel reimbursement is \$2,500, and hourly services are \$5,600 for a grand total of \$16,100.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

The anticipated completion date for providing services is December 31, 2022.



Proposal

May 19, 2022



Strategic Planning Consultant Services

Submitted By:

Patrick Ibarra
The Mejorando Group
7409 North 84th Avenue
Glendale, AZ 85305
925-518-0187

www.gettingbetterallthetime.com



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May 19, 2022

James Childers
Town Manager
Town of Flower Mound

Dear James:

On behalf of the Mejorando Group, I am pleased to offer our expertise to the Town of Flower Mound as a partner engaged to assist your efforts at coalescing the governing body about their role and revising the Strategic Plan to ensure it reflects their vision and direction for the community. Local governments must operate in a legacy world, meaning that you must be able to keep doing the nuts-and-bolts work at the core of the mission. But you also must be ready to succeed in a fast-changing environment, one that is difficult to predict.

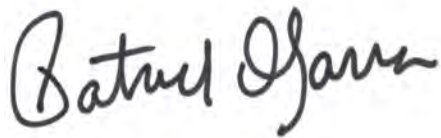
My view is that strategic planning must be seen as **both a process and a product**. Regarding the **process**, strategic planning/goal setting is to equip policy makers with the ability to toggle between being responsive and proactive while recognizing the limited capacity for Town finances and staff time. It's a priority-setting process to enhance the quality of life for your residents and operationalizing intent into action. Concerning the **product**, the Strategic Plan is a document that once adopted by the governing body is shared with the public and updated periodically to demonstrate progress on the various items. The overall outcome is an alignment of priorities between the governing body and you, which is mission-critical to a healthy Council-Town Manager partnership.

Our qualifications are highly relevant in terms of performing your specific tasks and providing quality deliverables that will be useful. The Mejorando Group, a Certified Minority-Business Enterprise (MBE) – Hispanic owned, has extensive experience and in-depth expertise facilitating Strategic Planning processes and has performed several similar engagements for the cities **Arlington (TX)**, **Carrollton (TX)**, Chandler (AZ), **Dallas (TX)**, Durango (CO), **El Campo (TX)**, **El Paso County (TX)**, Kennewick (WA), **McKinney (TX)**, Minnetonka (MN), Rio Rancho (NM), and South Pasadena (CA). The Mejorando Group considers [Strategic Planning facilitation services](#) to be one of our core competencies of our overall consulting practice.

Offering consultation, facilitation, and training, my firm provides fresh thinking, innovation and “next practices” to help governments succeed in the 21st century. We take our name from the Spanish word, Mejorando, which means “Getting Better All the Time.” This reflects our commitment to our approach with clients who are seeking new ways to improve constantly. **As a former city manager, and a person who invested over 15 years of my career in local government,** I am extremely familiar with the issues and constraints confronted by those dedicated individuals, within organizations who choose daily to recommit themselves to high quality public service. Based on my experience and expertise, I bring government leaders a valuable perspective and offer practical advice and contributions enabling them to lead their organizations more effectively.

If you have any questions regarding the content of this proposals or need more information, please contact me at 925-518-0187 or via e-mail at patrick@gettingbetterallthetime.com.

Sincerely,

A handwritten signature in dark ink, reading "Patrick Ibarra". The signature is fluid and cursive, with the first name "Patrick" and last name "Ibarra" clearly distinguishable.

Patrick Ibarra
Co-Founder and Partner

A. SCOPE OF SERVICES

1. Background and Understanding

Organizations, such as the Town of Flower Mound, are continually presented with unexpected opportunities and unanticipated problems. Hard choices must be made, sometimes quickly, often under conditions in which little is certain. It can be easy to become distracted by these challenges expending time, money, and energy on activities that divert people's attention from the principal goals. To avoid these distractions, organization members – including staff from top to bottom – need to work well together and understand what the organization's goals are and what it will take to achieve them.

A Strategic Plan is an integral tool utilized by elected officials and staff to ensure proper alignment with vision for the community and staff's work to achieve said vision. There are three organizational requirements for excellent strategic planning:

- Ability and creativity to envision the future.
- Dexterity to toggle between being responsive and being proactive.
- Discipline to work through the plan with enough detail to provide a road map.

Local governments directly affect the daily existence and quality of life for residents within the community. Political leadership of local government is about making things happen that might not otherwise happen and preventing things from happening that ordinarily might happen. It is a process that helps transform intentions into positive actions. In their role as community builders, Flower Mound leaders have adopted the following that serve as the foundation of their success architecture:

VISION

"To preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment"

STRATEGIC GOALS

- Safety and Security
- First Rate Infrastructure
- Financial Soundness and Operational Excellence
- Superior Quality of Life
- Dynamic Economic Environment
- Regional Cooperation
- Community Engagement
- Quality Workforce

Town leaders want to utilize the services of a professional consultant to facilitate its strategic plan/goal setting effort and refresh the multi-year strategic plan to help guide the Town's policy priorities and budget allocations moving forward.

There are several purposes for undertaking this process:

- Revise the existing Strategic Plan to ensure it reflects the aspirations of the existing governing body on behalf of the community.
- Policy makers and senior Town staff participate in collegial discussions about the future of Flower Mound.
- Identification of short-term and long-term goals and objectives, including a work plan with defined milestones.
- Examine the roles (i.e., lanes) of elected officials, Town Manager, department directors, staff, and community members.
- Fortify relationships among elected officials to ensure clarity necessary to achieve success.

Creating a shared understanding about the future of Flower Mound and activating a path towards its realization is the ultimate outcome. Moreover, for any organization, the ability to concurrently run the business (i.e., government is in the business of public service) and reinvent it has become a determinant of long-term success.

2. Work Plan

The Mejorando Group is uniquely qualified to provide professional facilitation services for the Town of Flower Mound. ***We are experts at striking a healthy balance between our two roles: content and process.*** Based on our in-depth experience of local government and our extensive record of consulting with other governments we can provide substantive content to the Mayor and Council and Executive Leadership Team, as they seek practical and imaginative solutions (i.e., content) to adopt top priorities, along with seasoned facilitation skills in helping elected officials blend their capabilities and approach as colleagues.

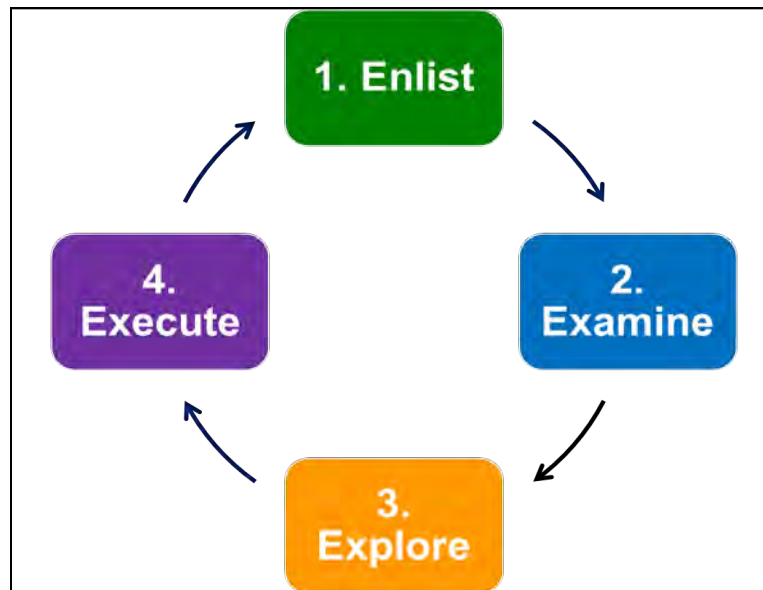
The process will involve leaders formally responding to the following questions:

- What profound trends are or will influence the future?
- What is our direction and response to these shifts?
- How are residents' appetites and attitudes shifting about amenities?
- How will we describe our desired results in measurable terms?
- What are the best ways and means to get there?

Our approach to developing the list of priorities, via the Strategic Plan, satisfies the criteria by which successful strategic planning efforts are evaluated and the town is seeking:

- Enlists key stakeholders to obtain their input.
- Evaluates current conditions to identify opportunities to maximize and potential issues to mitigate.
- Leads to action that is both innovative and effective.
- Is an inclusive, participatory process in which members of the governing body and town staff take on a shared ownership role.
- Serves to organize and prioritize initiatives and resources.
- Goals for the time frame identified.
- Measurable objectives for each goal.
- Implementation plan that includes timelines and group or individual assignments.
- Schedule for performance monitoring, periodic reviews, and re-planning.

Our work plan merges the experience and insight from key stakeholders along with a reliable process and the capable facilitation and consulting services from the Meorando Group. Our Approach is based on the **Four E's**:



1. Enlist - Obtain Input

- 1) **Enlist** (*Pre-Meeting Research*) - **Essential to ensure the content of the Strategic Planning process is aligned with the expectations of members of the governing body, individual interviews will be held with each member, along with the Town Manager and department directors.** The purpose of each one-on-one meeting is to elicit their perspectives about a variety of issues that will/may serve as the focus of the Strategic Planning process, specifically their expectations and possible goals he/she would like to be accomplished in the foreseeable future.

Specific questions may include:

- What topics/subjects need to be addressed in the near, short- and long-term?
- What are the potential impacts of population trends and how will those impact the future of Flower Mound?
- How will success of this process affect the organization and community?
- What are the catalysts and inhibitors of a successful process?

Information from the interviews will be summarized and agenda for the retreat/advance finalized with the Town Manager.

2. & 3. Examine and Explore

Design and Facilitate Retreat/Advance Workshop

A Retreat/Advance session will be scheduled and may include the following:

2) **Examine**— the focus of this segment of the session is to:

- ❖ Examine the role of local government in general and the Town of Flower Mound in particular.
- ❖ Discuss the foundations of healthy governing bodies in their pursuit as community builders.
- ❖ Reaffirm the role and value of strategic planning.

3) **Explore** – While the input has not yet been gathered for this process, **here is a sample agenda** based on experience in similar situations with other local governments:

- Benefits of Good Government* – Group discussion about the positive impacts to the quality of life for residents in Town of Flower Mound, which are the result of decisions made by Mayor and Councilmembers.
- Enhancing Credibility as a Governing Body* - Review and discuss the Seven Factors which comprise a credible Governing Body.
- Refresher on the Form of Government*: Reviewing the Council-Manager form of Government will serve to clarify roles and expectations.
- "Headwinds: Review external and internal factors"* – Several factors – Social, Technological, Economic, Environmental and Political - will be examined to determine their individual and collective impact on the operations of the town, and the community, both at the present and in the future. Types of questions that may be asked during this segment may include:

- ☑ How are the attitudes and appetites of the residents shifting toward the role of the town as a community builder?
 - ☑ How diverse is the town's revenue portfolio and what economic shifts may impact it, positively and/or negatively?
 - ☑ What types of services will residents require in the future that are not already provided? What might be required to fund and staff these services?
 - ☑ What types of infrastructure additions or expansions will be required to handle our anticipated growth? What financial resources are required to fund this work?
- e) "Our Strategic Plan" – The **next step is to review the existing Strategic Priorities and Strategic Goals** and determine what, if any, changes need to be made. The number of **Goals** cannot be predicted. Strategic plans may concentrate on four or five goals, or they may list dozens of areas that will component parts of the focus for Flower Mound during the next several years. The plan must consist of what the Mayor and Council feel comfortable with and believes the town and community can implement in a reasonable amount of time.

Discussion about potential performance measures will be included, as well as the replanning (i.e., update) process.

4. Execute – Implement

Overall, the strategic planning process will be a disciplined effort by elected officials and organizational members along with the Mejorando Group that produce goals and actions that will enhance the present and future operations of the Town of Flower Mound, specifically, and in general, the community. The Mejorando Group approach is focused on achieving the outcomes expected by the governing body: to revise the strategic plan which enables decision-making to be consistent with desired outcomes.

3. Approach to Strategic Planning Facilitation

Taking control of uncertainty and successful steering the organization and community through frequent bends in the road is the fundamental leadership challenge of our time. And it will call for a distinctly different type of leadership than traditionally expected. The advantage now goes to those who don't just learn to live with change, but who create change and fashion themselves as catalysts. The most effective leaders anticipate where their community is headed and see changes before others do.

A passionate curiosity and relentlessly inquisitive mind are the hallmarks of success in interpreting the changes occurring. Increasingly, leaders are reconsidering their approach by referencing the following shift in mindset:

Old Mindset	Modern Mindset
• Adoption of the plan is the strategy. • Deficit closing strategy • Change is dangerous. • An event. • Wish list – the longer the better. • Arithmetic - sequential • Assumption that existing advantages will persist. • Community is static • Conversations that reinforce existing perspectives. • Precise but slow. • Prediction oriented. • Extending a trajectory	• Execution if the strategy. • Capitalize on strengths • Stability is dangerous. • A process. • Prioritize list – less is more. • Calculus – lots of moving parts • Assumption that existing advantages will come under pressure. • Community is dynamic • Conversations that candidly question the status quo. • Fast and roughly right • Discovery driven • Promoting continual shifts

In brief, the benefits of our approach to successful strategic planning are too important to leave unfulfilled:

- **Goals and objectives** – Are a plan for what to do.
- **Decision aid** – Serves as a guide for making tough decisions in difficult situations such as where to invest energy, where to invest capital, and how to adjust to a rapidly changing environment.
- **Change management** – Represents a framework for managing organizational change and building creativity.
- **Council management** – Is a springboard for helping the governing body be intentional, purposeful and deliberate.
- **Inspiration** – Acts as a tool for generating organization and community motivation and excitement.

As a **former city manager** who invested over fifteen years in local government management, and consultant for over eighteen years collaborating with leaders of public-sector agencies nationwide, I consider myself extremely effective as a catalyst partnering with groups by utilizing my in-depth understanding about local government operations with a highly interactive, stimulating, and practical approach to group facilitation. The result is a group recommitted to tackling, with a laser-like focus, today's toughest challenges confronting local government leaders.

Beyond meeting facilitation, I bring expertise partnering with city managers and elected officials in navigating team building/group development and priority-setting processes –

blending a productive process with valuable and contemporary insight on how local governments nationwide are leveraging the headwinds of change into a tailwind.

My role as **meeting facilitator** is an essential element to a successful process and achieving desired outcomes. These key skill sets reflect my philosophy and approach:

- ✓ Effective facilitation skills and meeting management
- ✓ Extensive knowledge of local government
- ✓ Add value during the discussion and throughout the process
- ✓ Fair, objective, and impartial to all participants
- ✓ Stimulate and encourage discussion and creative ideas

I will facilitate the meeting by utilizing an approach that encourages the full participation of attendees, creates a relaxed and productive meeting environment, and keeps the group on-track with accomplishing agreed upon objectives.

B. FEE

The Fee Schedule is:

- Hourly rate is @\$280 and estimate is twenty hours for interviews, agenda preparation, report preparation, etc. Total fee is \$5,600.
- Rate for facilitation services is \$4,80 for a full day session.

Presuming a two-day Strategic Planning workshop, the fee for facilitation is \$9,600 and hourly services are \$5,600 for a grand total of \$15,200.

Travel reimbursement is in addition to the fee.

C. REPRESENTATIVE EXPERIENCE AND REFERENCES

Partial list of strategic planning experience.

City of Durango, Colorado (pop. 18,588)

In 2021, designed and facilitated a Strategic Planning process, including community outreach (conducted virtually) to accelerate the transition of a newly appointed city manager. The focus was to [create a shared list of priorities](#). Facilitated update to these priorities in February of 2022. **Reference:** Jose Madrigal, jose.madrigal@durangogov.org, 970.375.5009

City of Carrollton, Texas (pop. 136,789)

Each year since 2019, designed and facilitated a team building/group development and strategic planning process for Mayor and Council. The outcome was a unified group focused via adoption of a strategic priorities, on building a stronger community. Update scheduled for July 15-16, 2022. **Reference:** Erin Rinehart, City Manager, Erin.Rinehart@cityofcarrollton.com 972-466-3000.

City of South Pasadena, California (pop. 25,661)

In 2021, designed and facilitated a [Strategic Planning](#) process with members of the governing body and a recently appointed city manager. Public outreach was also conducted including community group meetings and an online survey. The outcome of the process was clarity about priorities in the near and short-term. **Reference:** Armine Chaparyan, City Manager, 626-403-7212 achaparyan@southpasadenaca.gov

City of Waukesha, Wisconsin (pop. 72,663)

In 2018, the city retained Patrick Ibarra to design and facilitate a strategic planning process that included several community forums and Advance workshops involving a fifteen-member governing body, City Administrator and department directors. The primary focus was on revising the [Strategic Plan](#) which included the following areas of focus: land-use, economic development, infrastructure improvements, creating a stronger downtown and prioritizing quality of life amenities.

City of Rio Rancho, New Mexico (pop. 93,820)

The Mejorando Group was retained in 2017 and 2018 to design and facilitate a Strategic Planning process that included a cross-functional Task Force Chaired by Mayor Hull and extensive community outreach. The result was a forward-looking [Strategic Plan](#) to enable a rapidly growing community to sharpen its focus and proactively plan for its future.

City of Norwalk, California (pop. 106,084)

In 2020 and again in 2021, designed and facilitated a [Strategic Planning](#) session with members of the governing body, city manager and department directors. The purpose was to help clarify a shared direction including goal setting. **Reference:** Jesus Gomez, City Manager, JGomez@norwalkca.gov, (562) 929-5700

City of Minnetonka, Minnesota (pop. 53,953)

In 2020, designed and facilitated a [strategic planning update](#) process that was exclusively in a virtual setting. The outcome was an update to the City's approach to building a stronger, more vibrant community.

D. QUALIFICATIONS

Founded in 2002, the Mejorando Group, a Hispanic owned and Certified Minority-Business Enterprise (MBE), is a consulting practice focused on improving the management and operation of government organizations. Offering consultation, facilitation, and training services the Mejorando Group values building and sustaining customer relationships by helping align your most important resource – your people – so that your organization moves faster and more successfully toward accomplishing your goal of high-quality public service. **We take our name from the Spanish word, Mejorando, which translated means “Getting Better All The Time.” This reflects our commitment to our approach with clients who are seeking new ways to improve constantly.**

Against a backdrop of changing mission requirements, shifting workforce demographics and increased public expectations of what the government can deliver, local governments are striving to attain the next level of performance – incorporating mission changes while they implement new technologies, equip an emerging workforce, adapt operating practices, and respond to fluctuating budgets. These multiple challenges are having a profound effect on the resources public sector agencies require, creating a need for organizations to adjust the size and mix of their workforce, leverage alternate workforce resources, and strengthen workforce capabilities.

We have earned a national reputation by delivering quality work products to our clients helping them accelerate high performance. We feature a proven record of partnering with organizations through the myriad of issues influencing individual performance, group/team interactions, and overall organizational effectiveness. Our “hands-on” approach and ability to collaborate with all levels, from field personnel to executive management, enable us to integrate strategy, structure, process, quality, and culture to the desired end: optimal performance.

The Mejorando Group is comprised of professionals that have served as executives and managers in organizations from both the public and private sector, and together have several years of experience working in all aspects of local government management. As a result, we bring you extensive experience, breadth of expertise, strong people management skills, seasoned judgment and a valuable perspective that provides for an immediate connection with your organization’s employees.

Our full range of services includes the following:

- **Facilitation Services** – Our approach to facilitation, from group development to strategic planning, enables a group to focus on future conditions and generate progressive strategies and innovative tactics to effectively anticipate and respond to those often-changing circumstances. This results in a proactive and dynamic approach to sustaining a high-quality, high-performance organization. We are certified in Facilitation Skills from Development Dimensions International (DDI).

- **Talent Management Programs and Services:**
 - o **Succession Planning Programs** – We are one of the country’s leading experts in effectively addressing the impacts from the changing workforce and designing succession planning programs. We design and implement all aspects of a robust Succession Planning Program which focuses on establishing job-level Competencies and recommending targeted improvements to Recruitment, Selection, Leadership Development, Workforce Learning/Training, and Promotional processes – in which all are synchronized towards equipping an agency’s workforce with the skills and capabilities to maintain high-quality service delivery and effective local government.
 - o **Learning/Training – Design and Delivery** - We develop learning/training strategies, design workshops, deliver and evaluate training, and provide coaching to executives and managers. Our “instructor-led, participant centered” approach to training limits lecture and focuses on using a variety of instructional methods (e.g., discussions, video-clips, case studies, small group exercises, handouts to complete, skill-practices, and group discussions) to maximize the use of Adult Learning. Our goal is for participants to master the knowledge, skills and behaviors emphasized in the training program and apply them to their day-to-day activities. We feature over forty (40) competency-based training workshops for workforce members from all areas of your organization, front-line to executives.
- **Organizational Analysis and Process Improvement** – We review and analyze various functional areas within an organization to help discover more effective ways to manage and perform management and organizational activities. The Mejorando Group helps organizations succeed in their efforts to excel by utilizing a results-oriented approach that assesses the current effectiveness of existing strategies, structures, programs, work processes, and measurement systems. Strategies and tactics are provided to disrupt the status quo, and breakthrough practical solutions are implemented to align the organization’s people and work processes toward high performance
- **Change Management** - Managing change is the most important aspect of any effort to improve employee performance and organizational effectiveness. We view change management as a process and help to guide implementation of change initiatives by utilizing and engendering in others the methods, tools, and expertise which focus on both the human and organizational aspects of the change. We provide a series of sequenced actions that will effectively disrupt the status quo and implement sustainable change.

Ours is a virtual consulting firm in which we blend our expertise and experience with that of other boutique-type firms to benefit our clients. This arrangement generates multiple dividends, including the application of extensive subject-matter experts and seasoned organizational development practitioners combined with the vast experience and expertise of former local government executives. Together, we help to effectively disrupt the status quo and bring leading-edge solutions to improve employee performance and organizational effectiveness.

E. PROFILE/RESUME

Patrick Ibarra

Co-Founder and Partner, The Mejorando Group

As co-founder and partner, Patrick Ibarra is responsible for Strategic Planning Processes and Facilitation, Talent Management (i.e., Workforce and Succession Planning), and Organizational Effectiveness services. As a Consultant and Manager in both public and private sector organizations, ***including as a city manager***, Mr. Ibarra brings organizations over 36 years of experience and a shared understanding of the particular demands and constraints placed on government organizations and their employees.

Patrick has **facilitated** scores of governing body strategic planning updates and goal-setting session including **in 2021 and 2022** for the cities of:

Arizona

1. Chandler (pop. 249,146)
2. Kingman (pop. 29,726)

California

3. Alhambra (pop. 84,647)
4. Antioch (pop. 111,200)
5. Claremont (pop. 36,090) – January of 2022
6. Coachella (pop. 45,181)
7. Clayton (pop. 12,083)
8. Fillmore (pop. 15,664)
9. Martinez (pop. 38,373)
10. Montebello (pop. 62,742) – 2021 and scheduled for April 2022
11. Monterey (pop. 28,352)
12. Monterey Park (pop. 60,439) 2021 and scheduled for July 2022
13. Norwalk (pop. 106,084)
14. Pico Rivera (pop. 64,001)
15. Pittsburg (pop. 72,141) – in 2021 and again in January of 2022
16. San Bruno (pop. 43,083)
17. San Pablo (pop. 31,124)
18. San Ramon (pop. 75,648) – in 2021 and scheduled for March of 2022
19. South Pasadena (pop. 25,661)
20. Tulare (pop. 63,547)

Colorado

21. Durango (pop. 18,588) January 2021 and February 2022
22. Rifle (pop. 9,650) – July 2021 and March 2022

Connecticut

23. Manchester (pop. 59,713)

Oklahoma

24. Bartlesville (pop. 37,290)

Texas

25. Arlington (pop. 395,477)

26. Carrollton (pop. 135,834) 2021 and scheduled for July of 2022

27. Corpus Christi (pop. 325,780)

28. Denton (pop. 136,195)

29. El Paso County (pop.

30. El Campo (pop. 11,630)

31. Kyle (pop. 42,706)

Patrick utilizes thought-provoking and relevant exercises to actively engage the group, uses consensus decision-making techniques, guides group discussions to stay on track, manages conflict using a collaborative approach, and creates an environment where members enjoy a positive, growing experience while they work to attain group goals.

Beyond meeting facilitation, he brings expertise partnering with city managers and elected officials in navigating the priority-setting process – blending an efficient and productive process with valuable and contemporary insight on how local governments nationwide are leveraging the headwinds of change into a tailwind.

Employment History

- The Mejorando Group Consulting Practice, Co-Founder and Partner
- City of Port Angeles, Washington City Manager
- City of Mason, Ohio Assistant City Manager/Human Resource Director
- City of Emporia, Kansas, Management Assistant, Office of the City Manager
- City of Phoenix, Arizona, Management Assistant, Public Works Department

Education

- Master of Human Resources and Organization Development, University of San Francisco
- Master of Public Administration, Arizona State University
- Bachelor of Science degree, Political Science, Central Missouri State University
- Graduate of the University of Virginia Senior Executive Institute for Public Service
- Certified to administer Assessment and Performance Support tools, Center for Creative Leadership
- Certified Facilitator, Development Dimensions International

Publications (recent)

- “Help Wanted Part One: Turning Your Workplace into a Talent Magnet” – June 2022 issue of Public Management by ICMA
- “A Healthy Workplace Culture is the “Secret Sauce” for Success, Part 2” – September 2021 issue of Public Management by ICMA
- “A Healthy Workplace Culture is the “Secret Sauce” for Success, Part 1” – August 2021 issue of Public Management by ICMA
- “Don’t Get Ready, Get Started – Your Innovation Fitness Plan” – April 2021 issue of Public Management by ICMA
- “We’ve Always Done It That Way Is Over: Part Four – Innovating Your Future” December 2020 issue of Public Management by ICMA
- “We’ve Always Done It That Way Is Over: Part Three – Reimagining Your Community” August 2020 issue of Public Management by ICMA
- “We’ve Always Done It That Way Is Over: Part Two - Building a Talent Centric Workforce” May 2020 issue of Public Management by ICMA
- “We’ve Always Done It That Way Is Over: Part One - What’s Next; Leading Change is a Process, not an Event” February 2020 issue of Public Management by ICMA
- “Every Employee is a Chief Experience Officer” November 2019 issue of Public Management by ICMA
- “How to Create a Performance-Driven Workforce” July 2019 issue of Public Management by ICMA
- “Drivers of High Performance - Pay Attention to Your Rock Stars” April 2019 issue of Public Management by ICMA
- “Must Reads for Leaders – Part 2” December 2018 issue of Public Management by ICMA
- “Must Reads for Leaders - Part 1” September 2018 issue of Public Management by ICMA



TOWN COUNCIL AGENDA ITEM NO. 3 CONSENT ITEM

DATE: September 19, 2022

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

ITEM: Consider approval of a Professional Services Agreement with ECS Southwest, LLP for the Rippy Road project, in the amount of \$79,197.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the Rippy Road project. The construction project was awarded to XIT Paving and Construction, Inc. on August 8, 2022.

The Rippy Road 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: N/A

ALTERNATIVES/OPTIONS: Materials testing is required as part of the recently awarded construction project.

FISCAL IMPACT: \$79,197.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$79,197.00	308-220-70629-6070

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

Total project cost is \$ 8,500,000 Funding sources are:

- TIRZ \$ 8,500,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ECS SOUTHWEST, LLP**

This contract is entered into on this 19th day of September, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **ECS SOUTHWEST, LLP**, (“hereinafter referred to as “CONSULTANT”) whose address is 4050 Sandshell Drive, Fort Worth, TX 76137.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Rppy Road project; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Rippy Road Construction Materials Engineering and Testing specifically including, but not

necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Seventy Nine Thousand One Hundred Ninety Seven and No/100 Dollars (\$79,197.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

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

Brian Waltenburg
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

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

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

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

XIV.
Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.

Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

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

XIX. **Notice Information**

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

Brian Waltenburg
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6234 Telephone

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

Vince Elizarde, P.E.
ECS Southwest, LLP
3033 Kellway Drive, Suite 110
Carrollton, TX 75006
972-392-3222 Telephone

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

XX.

Applicable Law

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

XXI. Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

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

XXII. Arbitration

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

XXIII. No Waiver of Governmental Immunity

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

XXIV. Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract

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

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
ECS SOUTHWEST LLP**

By: 

Name: Vince Elizarde

Title: Vice President / Principal Engineer

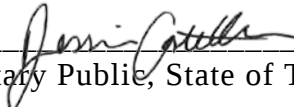
Date Signed: 08/08/22

State of Texas §

County of _____ §

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

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


Notary Public, State of Texas

My Commission Expires:



APPENDIX A: SCOPE OF SERVICES

Our construction materials engineering & testing services scope is limited to providing periodic testing and/or observations for the expected general construction activities for this project. We understand that the client or their designated representative will be scheduling our services, and the number of hours and level of effort that we based our proposal on should be considered approximate for budgetary purposes since it is not based on a published construction schedule or contractor material quantities. If a schedule becomes available, we can review this schedule against our assumptions and be more definitive in our proposed scope of services.

Unless otherwise noted, we agree to provide an engineering technician(s) or an engineer to perform our construction materials field testing, sampling, and observation services as noted in the following sections. *To most effectively serve the client and facilitate the construction process, our services should be scheduled 24-hours in advance. We understand that the construction process incorporates a large degree of variability and as such, we will do our best to accommodate scheduling calls made on the same day as our services are needed but we cannot guarantee that we can satisfy service requests made after-hours or on the same day as the services are needed to be performed.*

We anticipate the following services for this project:

Earthwork

Perform as-scheduled earthwork (soils) observation, sampling, and testing services including:

1. Obtain (pick up) soil samples and perform laboratory soil tests generally including moisture/density relationship (Standard Proctor) tests, soil classification tests (Atterberg Limits and percent finer than the no. 200 sieve) for each requested soil-type. Additional soil testing may be required depending on project-specific requirements.
2. Perform in-place moisture/density tests on placed and compacted backfill soils and prepared subgrades.
3. Perform cement-stabilized laboratory and in-field testing for pavement subgrades.

Cast-In-Place Concrete

Perform as-scheduled observation, sampling, and testing services for concrete placement events including:

1. Perform concrete field tests and associated measurements including: slump, air content, unit weight, and ambient air & concrete temperature. Sample placed concrete materials.
2. Pick up concrete sample cylinders the following work-day and transport them to the ECS concrete laboratory for processing, moisture curing, and subsequent compressive strength testing. *Appropriate onsite storage areas (curing boxes, shades, etc) for initial sample curing and any other field curing of concrete samples shall be provided by the contractor.*

Project Administration, Clerical, & Dispatching

Project Administrators / Clerical Staff will work on the project as follows:

1. Perform Field Services Dispatching.
2. Perform additional administrative and clerical duties to aid in project execution.

Project Management

Project Managers and Principal Engineers will manage the project as follows:

1. Coordinate with Client's field and office staff.
2. Attend the Pre-Construction meeting (if held) and periodic site meetings (as requested).
3. Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
4. Process, finalize, and distribute all field and laboratory reports.
5. Manage our project operation and services delivery as well as provide general material engineering consultation.

Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

ADDITIONAL SERVICES

The following services are not included in the Scope of Services and will be considered as *Additional Services*, if and when they are required, requested, or occur:

1. Additional construction material samples for laboratory testing including early test samples or additional sample sets beyond the frequency required in the project documents.*
2. Service cancellations while our staff is in transit to the project site or once at the project site.*
3. Onsite delays and standby time.*
4. Failed Tests.*
5. Field (on site) curing facilities and/or storage for the cementitious samples.
6. Attend project meetings or routine construction meetings throughout the duration of the construction process.
7. Observation and testing of non-structural or temporary components.
8. Any additional services not specifically included in the above Scope of Services for this project.*

* Including all associated time, materials, and vehicle charges.

The additional services noted above are not factored into our scope and estimated fees and will be invoiced as additional services to be addressed by the Town of Flower Mound with the contractor. *These additional services will be invoiced as Task 2 charges.* Unless defined specifically, all additional services will be invoiced at their standard rates (subject to overtime modification, where applicable) shown on the “Standard Fee Schedule” provided in Appendix B.

Beyond the scope of services presented in this proposal for this project, ECS offers the following construction materials engineering and testing services, locally, that could prove beneficial to the client and the project in general:

- Erosion Control Status Observation
- Ground Penetrating Radar (GPR)
- Concrete Coring and Core Sample Testing
- Asphalt Coring

APPENDIX B: ESTIMATED FEES & STANDARD FEE SCHEDULE

ESTIMATED FEES

Description of Services	Detail	Estimate	Quantity	Unit	Rate	Total
Earthwork						
Engineering Technician	<i>Sample Pickups</i>	<i>2 events</i>	8	hours	\$ 55.00	\$ 440.00
Engineering Technician	<i>Utility Lines</i>	<i>24 events</i>	96	hours	\$ 55.00	\$ 5,280.00
Engineering Technician	<i>Utility Structures</i>	<i>5 events</i>	20	hours	\$ 55.00	\$ 1,100.00
Engineering Technician	<i>Pavement - Road</i>	<i>15 events</i>	60	hours	\$ 55.00	\$ 3,300.00
Engineering Technician	<i>Gradations / Depth</i>	<i>15 events</i>	60	hours	\$ 55.00	\$ 3,300.00
Engineering Technician	<i>Sidewalks & Ramps</i>	<i>11 events</i>	44	hours	\$ 55.00	\$ 2,420.00
Nuclear Gauge Fee	<i>Nuclear Gauge Fee</i>		55	events	\$ 75.00	\$ 4,125.00
Lime / Cement Gradations	<i>Gradations</i>		30	each	\$ 15.00	\$ 450.00
Lime / Cement Depth Checks	<i>Depth Check</i>		30	each	\$ 15.00	\$ 450.00
St. Proctor (Moist./Dens. Rel.)	<i>Standard Proctor</i>		6	each	\$ 140.00	\$ 840.00
Atterberg Limits Tests	<i>Plasticity Index</i>		6	each	\$ 80.00	\$ 480.00
Washed Sieve (- #200 Sieve)	<i>Percent Fines</i>		6	each	\$ 60.00	\$ 360.00
Vehicle Charge			72	trips	\$ 55.00	\$ 3,960.00
Subtotal:						\$ 26,505.00
Concrete						
Engineering Technician	<i>Utility Structures</i>	<i>21 events</i>	84	hours	\$ 55.00	\$ 4,620.00
Engineering Technician	<i>Pavement - Road</i>	<i>15 events</i>	150	hours	\$ 55.00	\$ 8,250.00
Engineering Technician	<i>Pvmt - Driveway</i>	<i>9 events</i>	45	hours	\$ 55.00	\$ 2,475.00
Engineering Technician	<i>Sidewalks & Ramps</i>	<i>11 events</i>	44	hours	\$ 55.00	\$ 2,420.00
Conc. Cylinders (Comp. Str.)			314	each	\$ 18.00	\$ 5,652.00
Material Sample Pickup			56	trips	\$ 165.00	\$ 9,240.00
Vehicle Charge			56	trips	\$ 55.00	\$ 3,080.00
Subtotal:						\$ 35,737.00
Project Management						
Administrator / Clerical / Dispatch			32	hours	\$ 50.00	\$ 1,600.00
Project Manager			64	hours	\$ 120.00	\$ 7,680.00
Project Principal			40	hours	\$ 185.00	\$ 7,400.00
Vehicle Charge			5	trips	\$ 55.00	\$ 275.00
Subtotal:						\$ 16,955.00
PROJECT TOTAL:						\$ 79,197.00

General Assumptions:

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. Utility trench excavation backfilling will be completed at a rate of 2 lifts per day for a length of 100 linear feet per day.
3. Utility structures includes box culverts, headwalls, storm structures, inlets, manholes, light pole bases, etc.
4. Subgrade preparation (stabilization/compaction) will be completed and concrete for road pavement will be placed at a rate of roughly 200 linear feet per event (pour). Two sets of concrete sample cylinders are expected for each concrete placement event.
5. Subgrade preparation (stabilization/compaction) will be completed and concrete for sidewalks will be placed at a rate of 50-100 linear feet per event (pour). One 1 set of concrete sample cylinders is expected for each concrete placement event.
6. Concrete for curbs will be completed at a rate of 200 linear feet per event (pour) in two phases for joints.
7. Subgrade preparation (compaction) and concrete for sidewalks will be completed each with each individual section completed on separate/independent events at a minimum.
8. Subgrade preparation (compaction) and concrete for driveways will be completed each with one to two completed on separate/independent events at a minimum.
9. Concrete sample sets will consist of 4 sample cylinders measuring 6 inches in height by 12 inches in diameter and will be tested: 2 at 7 Days, 2 at 28 Days.
10. Overtime is not expected due to the project location and construction work hours constraints.
11. For budgeting purposes, all onsite services (example: earthwork and concrete) are estimated to be performed on separate trips and independent of each other.
12. Reinforcing steel will be observed by the Town of Flower Mound Inspectors.

STANDARD FEE SCHEDULE

Description of Services	Notes	Unit Rate
Field Services		
• Engineering Technician		\$ 55.00 / hour
• Senior Engineering Technician		\$ 60.00 / hour
• Specialty Engineering Technician		\$ 75.00 / hour
• Structural Steel Technician		\$ 80.00 / day
• Nuclear Gauge Fee		\$ 75.00 / day
• Core Drilling (Crew)		\$ 100.00 / hour
• Core Drilling (Equip. & Matls)		\$ 15.00 / each
Project Management & Engineering Services		
• Administrator / Clerical / Dispatch		\$ 50.00 / hour
• Project Manager		\$ 120.00 / hour
• Project Principal		\$ 185.00 / hour
• Concrete Mix Design Review		\$ 300.00 / each
• Certification Letter		\$ 325.00 / each
Laboratory Services		
• St. Proctor (Moist./Dens. Rel.)	ASTM D-698	\$ 140.00 / each
• Mod. Proctor (Moist./Dens. Rel.)	ASTM D-1557	\$ 140.00 / each
• Atterberg Limits Tests	ASTM D-4318	\$ 80.00 / each
• Washed Sieve (- #200 Sieve)	ASTM D-1440	\$ 60.00 / each
• Lime Series	ASTM D-6276	\$ 160.00 / each
• Lime Gradations	ASTM D-6913	\$ 15.00 / each
• Free-Swell Test	ASTM D-4546	\$ 100.00 / each
• Conc. Cylinders (Comp. Str.)	ASTM C-39	\$ 18.00 / each
• Conc. Cores (Comp. Str.)	ASTM C-39	\$ 50.00 / each
• Grout Prisms (Comp. Str.)	ASTM C-1019	\$ 30.00 / each
• Mortar Cubes (Comp. Str.)	ASTM C-270	\$ 18.00 / each
• Masonry Block Prisms (Comp. Str.)	ASTM C-1314	\$ 300.00 / each
Mobilization & Transportation		
• Core Drilling (Mobilization)		\$ 350.00 / each
• Floor Flatness (Mobilization)		\$ 300.00 / hour
• Material Sample Pickup		\$ 165.00 / trip
• Vehicle Charge		\$ 55.00 / trip

General Notes:

1. There will be no minimum charge for services rendered on this project; billing will be based on specific unit rates reflecting only the actual time spent and tests performed on this project.
2. Hourly unit rates are based on a normal 10 hour work day, Monday through Friday (non-holidays), between normal business hours of 7:00 a.m. to 5:00 p.m. Hourly rates outside normal hours (excluding travel time and report preparation/lab time), and on Saturday, Sunday, and Holidays, will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.
3. All vehicle charges account for a round trip from the **ECS Southwest, LLP Fort Worth, Texas** office to the project site.



TOWN COUNCIL AGENDA ITEM NO. 4 CONSENT ITEM

DATE: September 19, 2022

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, Inc., for the 2022 Street Reconstruction project, in the amount of \$26,205.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the 2022 Street Reconstruction project. The construction project was awarded to XIT Paving & Construction, Inc. on August 22, 2022.

The project includes reconstruction of Melody Court and the Timber Creek Road at College Parkway intersection, which consists of approximately 2,000 SY of concrete pavement, 1,100 SY of concrete sidewalk, 2,200 SY of treated subgrade, 170 LF of 8" sewer main, 2 sewer manholes, 160 LF of 8" water main, and associated appurtenances.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Materials testing is required as part of the recently awarded construction project.

FISCAL IMPACT: \$26,205.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$13,100.00	316-560-78044-6160
\$13,105.00	316-560-78043-6160

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

Total project cost for Melody Court Reconstruction is \$300,000. Total project cost for Timber Creek Road at College Parkway Intersection Reconstruction is \$600,000. Funding sources are:

- Dedicated Sales Tax \$ 900,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP, INC.**

This contract is entered into on this 19th day of September, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **ALLIANCE GEOTECHNICAL GROUP, INC.**, (“hereinafter referred to as “CONSULTANT”) whose address is 7970 West Main Street, Frisco, Texas 75033

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the 2022 Street Reconstruction project; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the 2022 Street Reconstruction Construction Materials Engineering and Testing specifically

including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty Six Thousand Two Hundred Five and No/100 Dollars (\$26,205.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT’s approved monthly statements and other documentation submitted.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

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

Dale Crown, P.E.
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6302 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

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

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

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

XIV.
Default

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.

Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

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

XIX. **Notice Information**

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

Dale Crown, P.E.
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 Telephone

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

J.K. Marthers
Alliance Geotechnical Group, Inc.
7970 West Main Street
Frisco, TX 75033
214-618-4100 Telephone
217-618-4110 Facsimile
Email: JMarthers@aggengr.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.**No Third Party Beneficiary**

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

[The remainder of this page left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
ALLIANCE GEOTECHNICAL GROUP, INC.**

By: 
 Name: Robert P. Nance
 Title: President
 Date Signed: August 29, 2022

State of Texas §
 §
 County of Dallas §

This instrument was acknowledged before me on the 29th day of August, 2022, by Robert P. Nance in his capacity as President of Alliance Geotechnical Group, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Alliance Geotechnical Group, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 29th
 DAY OF August, 2022.


 Notary Public, State of Texas

My Commission Expires:

10-12-2022





GEOTECHNICAL ENGINEERING
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIALS ENGINEERING AND TESTING

August 22, 2022

Town of Flower Mound
Attn: Mr. Dale Crown
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

Email: dale.crown@flower-mound.com

Re: 2022 Streets Improvements
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P22-0841C

Dear Mr. Crown,

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached. Actual charges will be based on the contractors/client scheduling.

After reviewing our fee schedule if you have any questions, please contact the undersigned at (214) 618-4100. If acceptable, please sign below and return to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP

A handwritten signature in blue ink, appearing to read 'J.K. Marthers'.

J.K. Marthers
Project Manager

A handwritten signature in blue ink, appearing to read 'Douglas S. Land'.

Douglas S. Land, P.E.
Branch Manager

Approved by: _____
Signature

Date: _____



SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
2022 STREET IMPROVEMENTS
FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P22-0841C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. UTILITY BACKFILL TESTING & INSPECTION					
Moisture/Density Relationship of Soils (ASTM D-698)	3	@	\$195.00	each	\$585.00
Atterberg Limits	3	@	\$75.00	each	\$225.00
Material Analysis -200	3	@	\$75.00	each	\$225.00
In-Place Density Test* (ASTM D6938)	12	@	\$35.00	each	\$420.00
Concrete Test Cylinders (4 cylinders per set) MH/Inlet	8	@	\$25.00	each	\$200.00
Concrete Test Cylinders Pick Up (includes tech. time)	1	@	\$165.00	each	\$165.00
Sr. Engineering Tech to perform testing	25	@	\$55.00	hour	\$1,375.00
Project Manager	4	@	\$95.00	hour	\$380.00
Vehicle Charge	5	@	\$55.00	trip	\$275.00
				Sub-Total	\$3,850.00
B. SUBGRADE TESTING & INSPECTION					
Moisture/Density Relationship of Soils (ASTM D-698)	2	@	\$195.00	each	\$390.00
Moisture/Density Relationship of Soils (ASTM D-1557)	1	@	\$235.00	each	\$235.00
Flex Base Sieve Analysis	1	@	\$225.00	each	\$225.00
Atterberg Limits	3	@	\$75.00	each	\$225.00
Material Analysis -200	3	@	\$75.00	each	\$225.00
In-Place Density Test* (ASTM D6938)	69	@	\$35.00	each	\$2,415.00
Sr. Engineering Tech to perform testing	125	@	\$55.00	hour	\$6,875.00
Project Manager	13	@	\$95.00	hour	\$1,235.00
Vehicle Charge	25	@	\$55.00	trip	\$1,375.00
				Sub-Total	\$13,200.00
C. CONCRETE & REINFORCING TESTING & INSPECTION					
Concrete Inspection & Testing (regular time)	80	@	\$55.00	hour	\$4,400.00
Concrete Inspection & Testing (over time)		@	\$82.50	hour	\$0.00
Concrete Cylinders	68	@	\$25.00	each	\$1,700.00
Concrete Cylinders Pick Up (includes tech. time)	8	@	\$165.00	each	\$1,320.00
Project Manager	9	@	\$95.00	hour	\$855.00
Vehicle Charge	16	@	\$55.00	trip	\$880.00
				Sub-Total	\$9,155.00
				ESTIMATED TOTAL	\$26,205.00

NOTES:

- Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time **before 7:00 a.m. or after 5:00 p.m.** Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
- All services will be billed at a 4-hour minimum unless noted otherwise.
- Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
- Additional test not specified in this proposal will be quoted upon request.
- This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
- The above unit rates are based on the project plans provided to AGG by the Town of Flower Mound

- * Utility sub grade testing & Inspection - 4 estimated site visits
- * Utility Concrete Testing and Inspection - 1 estimated site visits
- * Sub Grade Testing and Inspection - 25 estimated site visits
- * Concrete Testing Paving/Sidewalks - 16 estimated site visits



TOWN COUNCIL AGENDA ITEM NO. 5 CONSENT ITEM

DATE: September 19, 2022

FROM: Paul Henley, Fire Chief *PH*

ITEM: Consider approval of a Contract Renewal Quotation for the Everbridge emergency notification system for a total amount of \$26,145.00, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town utilizes the Everbridge system for sending automatic weather alerts to staff and citizens. Additionally, the system is used to notify residents of road closures and any other emergency notification that is deemed necessary. Everbridge is also set-up for mass notification and recall of personnel in the Police and Fire Departments, as well as key Town staff that could serve in the Emergency Operations Center or need to be recalled after a disaster to maintain continuity of operations for the Town.

FISCAL IMPACT: \$26,145.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$26,145.00	100-660-64000-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Everbridge Contract Renewal Quote

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



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Brandon Barth
Town of Flower Mound, TX
2121 Cross Timbers Rd.
Flower Mound TX 75028
United States
Ph: 9728746209
Fax: (972) 874-6470
Email: brandon.barth@flower-mound.com

Quote #: Q-95514
Date: 4/6/2022
Expires On: 9/30/2022
Confidential

Salesperson: Lily Harrington
Phone: (781) 819-5166
Email: lily.harrington@everbridge.com

Contract Summary Information:

Contract Period:	36 Months
Contract Start Date:	10/1/2022
Contract End Date:	9/30/2025

Contact Summary:

Household Count:	28,000
Employee Count:	1,400

Year 1

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 23,205.00
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 2,940.00
Year 1 TOTAL:		USD 26,145.00

Pricing Summary:

Year One Fees:	USD 26,145.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 26,145.00

Ongoing Fees:

Year Two Fees:	USD 26,145.00
Year Three Fees:	USD 26,145.00

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	3,000,000	0	3,000,000
Year 2	3,000,000	0	3,000,000
Year 3	3,000,000	0	3,000,000

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. By signing this Quote you represent that you read, understand and agree that the Exhibit A to the current service agreement executed between Everbridge Inc. and the customer listed above shall be deleted and replaced in its entirety with the Exhibit A included with this Quotation.
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes above, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Xeni Dovlantis

Title:

Renewal Specialist

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Derek France

Title:

Mayor

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

EXHIBIT A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions or www.nixle.com for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget or a Nixle branded website is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Nixle® Branded Products:

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
 - **SMS Text messages:**
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.
 - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - **Voice messages or Conference Voice:** One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - **TTY:** One minute per TTY message.
 - **Fax:** Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.

Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is a governmental entity and is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.
7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including in the United States, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. For clients based in the United States, our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with applicable consumer protection laws, including in the United States, the Telephone Consumer Protection Act of 1991, including its implementing regulations, and in the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: September 19, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.**

BACKGROUND INFORMATION:

The Town, with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million. Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution before September 30, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Thomas Brocato, of Lloyd Gosselink Rochelle & Townsend, P.C., created the proposed resolution for the cities in the Steering Committee of Cities Served by Atmos.

ATTACHMENTS:

1. Proposed Resolution
2. Average Bill Comparison

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, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Flower Mound, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1.

That the findings set forth in this Resolution are hereby in all things approved.

Section 2.

That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3.

That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4.

That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5.

That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6.

That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

Section 7.

That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8.

That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9.

That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10.

That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11.

That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19th DAY OF SEPTEMBER, 2022.

Derek France, Mayor

ATTEST:

Theresa Scott, Town Secretary

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

18 Notes:

19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.

20 2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.

21 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.						Current	Proposed	Change
1	Rate R @ 43.8 Ccf							
2	Customer charge					\$ 20.85		
3	Consumption charge	43.8	CCF	X \$ 0.27979	=	12.25		
4	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=	15.66		
5	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=	15.73		
6	Subtotal					\$ 64.49		
7	Rider FF & Rider TAX			X 0.06408	=	4.13		
8	Total					<u>\$ 68.62</u>		
9								
10	Customer charge						\$ 21.55	
11	Consumption charge	43.8	CCF	X \$ 0.36223	=		15.87	
12	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=		15.66	
13	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=		15.73	
14	Subtotal						\$ 68.81	
15	Rider FF & Rider TAX			X 0.06408	=		4.41	
16	Total						<u>\$ 73.22</u>	\$ 4.60
17								6.71%
18								
19	Rate C @ 345.7 Ccf							
20	Customer charge					\$ 56.50		
21	Consumption charge	345.7	CCF	X \$ 0.12263	=	42.39		
22	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=	123.56		
23	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=	91.71		
24	Subtotal					\$ 314.16		
25	Rider FF & Rider TAX			X 0.06408	=	20.13		
26	Total					<u>\$ 334.29</u>		
27								
28	Customer charge						\$ 63.50	
29	Consumption charge	345.7	CCF	X \$ 0.14137	=		48.87	
30	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=		123.56	
31	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=		91.71	
32	Subtotal						\$ 327.64	
33	Rider FF & Rider TAX			X 0.06408	=		20.99	
34	Total						<u>\$ 348.63</u>	\$ 14.34
35								4.29%

[illegible]



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: September 19, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Consider approval of a resolution amending the financial policies of the Town of Flower Mound.**

BACKGROUND INFORMATION:

Staff reviews the Town's Financial Policies annually to determine if the document needs editing. Changes could occur for various reasons, including: language clarification, new governmental accounting standards, criteria changes, or to remove completed items. Staff recommends making the following changes this year.

The Government Finance Officers Association changed the name of the annual financial report to the Annual Comprehensive Financial Report (ACFR). Staff recommends updating the Town's financial policy to incorporate the updated language.

Change: The Town shall annually submit the Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association (GFOA) for the purpose of earning the Certificate of Achievement for Excellence in Financial Reporting.

Change: The Town's ACFR and annual budget shall be made available to Town citizens and the general public upon request and available on the Town's website. The Town shall strive to maintain full transparency and accountability of all of its financial resources and assets.

Change: An independent certified public accounting firm will perform an annual audit and an ACFR shall be issued no later than six months following year-end.

The previous street maintenance goal to double the annual funding from \$680,000 to \$1,360,000 was met. Staff recommends changing the funding policy to maintain a minimum \$1,500,000 annual budget for street maintenance.

Change: The Town's general funded budget for street maintenance shall be maintained at a minimum of \$1,500,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Resolution
2. Proposed Financial Policies

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 AMENDED FINANCIAL POLICIES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Flower Mound, Texas has previously adopted Financial Policies ("Financial Policies") to guide and set goals for the financial administration and operations of the Town of Flower Mound; and,

WHEREAS, the Financial Policies address, among other things, accounting, budgeting, financial planning, reserves, utilities, debt management, investments and grants; and,

WHEREAS, the Town Council has determined that the Financial Policies should be amended to meet the changing needs of the Town;

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

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 they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Council hereby approves and adopts the attached amended Financial Policies for the Town of Flower Mound.

SECTION 3

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19th DAY OF SEPTEMBER, 2022.

APPROVED:**ATTEST:**

Derek France, MAYOR

Theresa Scott, TOWN SECRETARY

Town of Flower Mound, Texas Financial Policies September 19, 2022

Accounting, Budgeting, and Financial Planning

1. The Annual Operating Budget shall be prepared such that current revenues plus net operating transfers and one-time use of excess reserves will be sufficient to support budgeted expenditures.
2. One-time revenues or drawdown of excess reserves will not be used to fund on-going expenditures. These one-time funding sources shall only be used to fund capital improvements, capital equipment or other one-time expenditures.
3. The Town's Vehicle Equipment Replacement Fund will be funded annually based on the average life span of the Town's fleet adjusted for inflation. Additionally, the Fund will be reviewed annually to ensure future contributions are sufficient to replace existing fleet based on replacement criteria.
4. Charges for services and other revenues will be examined annually during the budget process and adjusted as deemed necessary to respond to cost increases or any other changing circumstances.
5. A minimum of a three-year financial forecast shall be prepared annually projecting revenues and expenditures for all operating funds. This forecast shall be used as a planning tool in developing the following year's operating budget.
6. The Town shall annually submit the Annual Operating Budget to the Government Finance Officers Association (GFOA) for the purpose of earning the Distinguished Budget Presentation Award.
7. The Town shall annually submit the Annual Comprehensive Financial Report (ACFR) to the GFOA for the purpose of earning the Certificate of Achievement for Excellence in Financial Reporting.
8. The Town's ACFR and annual budget shall be made available to Town citizens and the general public upon request and available on the Town's website. The Town shall strive to maintain full transparency and accountability of all of its financial resources and assets.
9. The Town will establish accounting practices that conform to generally accepted accounting principles as set forth by the Governmental Accounting Standards Board.
10. An independent certified public accounting firm will perform an annual audit and a ACFR shall be issued no later than six months following year-end.
11. The Town's general funded budget for street maintenance shall be maintained at a minimum of \$1,500,000.
12. The Town shall use 75% of the additional General Fund revenue from the expiration of TIRZ #1 (anticipated to begin in FY 2024-2025) to fund street maintenance.

13. The Town shall continue to use funds received and budgeted from park development fees and park dedication fees for the completion of the Town's park and trail system.

General and Debt Service Fund Reserves

1. The Town's fund balance in the General Fund shall be maintained at a minimum level of 20.0% of annual General Fund expenditures.
2. The Town's fund balance in the Debt Service Fund shall be maintained at a minimum level of 4.0% of annual debt service expenditures.

Property Tax Supported Debt

1. The ratio of net debt (total outstanding tax supported debt less debt paid by the Utility Fund) to total taxable assessed valuation shall be targeted to maintain a level of 1.75% or below. This excludes debt of overlapping jurisdictions.
2. The ratio of debt service fund expenditures to total expenditures (general fund operating expenditures and debt service combined) shall be targeted to maintain a level of 20% or below.
3. The Town's goal is to maintain the debt service tax rate at 12.00 cents or lower. The reduced rate can be shifted to the General Fund tax rate to fund operating costs.

Water and Wastewater Utility

1. The Town will operate the water and wastewater utility as an enterprise fund with rates and charges supporting the full cost of all expenses and operations.
2. The Town shall conduct an annual rate study of water and wastewater charges. Rates will be determined based on "**normalized year**" water consumption. The rates will pass-through, subject to final Town Council approval, to its ratepayers any rate adjustments pertaining to contracts with its wholesale providers of treated water purchases or wastewater treatment.
3. The Town's goal is to maintain a coverage factor in the setting of water and wastewater rates (based on normalized year assumptions) of at least 1.25 times coverage of all utility paid debt service for rates.
4. The Town's goal is to maintain a working capital reserve equal to a minimum of 60 days (16.7%) of the annual expenses. Revenues collected that would bring the reserve in excess of a 90-day level (25.0%) will be used for capital replacement or expansion expenditures in lieu of issuing debt.

Stormwater Utility

1. The Town will operate the stormwater utility as an enterprise fund with rates and charges supporting the full costs of all expenses and operations.
2. The Town shall conduct a rate review of stormwater charges a minimum of every three years. The rates will be set, subject to final Town Council approval, to cover the required costs of the Town's stormwater management program and necessary drainage improvements.

3. The Town's goal is to maintain working capital equal to a minimum of 30 days (8.3%) of the annual expenses. Revenues collected that would bring the reserve in excess of a 60-day level (16.7%) will be used for one-time expenditures.

Debt Management

1. Debt financing which includes general obligation bonds, permanent improvement bonds, revenue bonds, certificates of obligation, lease/purchase agreements and other obligations allowed under Texas law shall be used to acquire or construct land and improvements that cannot be funded by current revenues. The term of debt shall not exceed the expected useful life of the capital asset being financed.
2. Each year the Town will adopt a capital improvement plan. The plan will recommend specific funding of projects for the following two fiscal years and will identify projects for further consideration in years three through five.
3. The Town is committed to providing continuing disclosure of certain financial and operating data and material event notices, see as required by Securities and Exchange Commission (SEC) Rule 15c2-12. The Financial Services Department shall be responsible for the preparation of all annual disclosure documents and timely releases required under Rule 15c2-12 to the Municipal Securities Rulemaking Board (the "MSRB") which is available from the MSRB's Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org. All filings will be documented and maintained in the Financial Services Department.

a. Annual Reports

1. The Town will provide certain updated financial information and operating data to the MSRB annually. The information to be updated includes all quantitative financial information and operating data with respect to the Town.
2. The updated information will include audited financial statements. If audited financial statements are not available by the required time, the Town will provide unaudited financial information and operating data of the general type required by the Town's undertaking under the Rule by the required time, and audited financial statements when and if the audit report becomes available.
3. The Town will update and provide this information within six months after the end of each fiscal year end. If the Town changes its fiscal year, it will notify the MSRB of the change.

b. Notice of Certain Events

The Town will also provide timely notices of certain events to the MSRB. The Town will provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event):

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
 7. Modifications to rights of holders of the Certificates, if material;
 8. Bond calls, if material, and tender offers;
 9. Defeasances;
 10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
 11. Rating changes;
 12. Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;
 13. The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 14. Appointment of a successor or additional trustee or the change of name of a trustee, if material. In addition, the Town will provide timely notice of any failure by the Town to provide annual financial information in accordance with their agreement in the official statement of an issuance;
 15. Incurrence of a debt obligation or derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the Town, or a guarantee of any such debt obligation or derivative instrument, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Town, any of which affect security holders, if material; and
 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Town, any of which reflect financial difficulties.
4. A good faith deposit of 2.0% of the par amount of the bond sale for a competitively-bid issue or 1.0% of the par amount of the bond sale for a negotiated issue shall be presented by the underwriter in the form of a check or surety acceptable to the Town and bond counsel prior to the approval of the bonds by the Mayor and Town Council.
 5. The Town shall use a competitive bidding process in the sale of debt unless the use of a negotiated process is warranted due to adverse market conditions, such as a high degree of volatility in the bond market, market timing requirements (refunding), or a unique pledge or debt structure. The Town will award competitively issued debt on a true interest cost (TIC) basis.
 6. The Town welcomes ideas and proposals from investment bankers and will seek to give first consideration to those firms that submit unique and innovative ideas that benefit the Town. Unsolicited proposals should be submitted to the Town's Financial Services Department and the Town's financial advisor.
 7. The selection of an underwriter or group of underwriters for a negotiated sale shall be based on the following factors:
 - a. Participation in the Town's competitive sales;
 - b. Submission of unique or creative proposals;

- c. Qualifications of a firm, including their capital position; and
 - d. Size and geographic distribution of their sales staff.
8. An advance refunding of outstanding debt shall only be considered when present value savings of at least 3.50% of the principal amount of the refunded bonds are produced, unless a debt restructuring or bond covenant revisions are necessary. Savings from refundings will be distributed evenly over the life of the refunded bonds unless special circumstances warrant another savings structure.
 9. The use of reimbursement resolutions shall be encouraged as a cash management tool for debt funded projects. Reimbursement resolutions may be used for any project that has been approved in the Town's Capital Budget.

Investments

1. Investments shall be made in conformance with the Town's Investment Policy, with the primary objectives of:
 - a. Safety – preservation of capital in the investment portfolio;
 - b. Liquidity – portfolio remains sufficiently liquid to meet operating requirements; and
 - c. Yield – goal of rate of return above the higher of the three-month United States Treasury bill yield or the Federal Funds rate.

Grants

1. The Town will aggressively pursue all available grant opportunities. Each grant shall be evaluated on the long-term financial impact to the Town. The Town will only accept grants for one-time or capital items or when the continued funding of the program can be incorporated into the Town's future budgets.
2. All grants and other federal and state funds shall be managed to comply with the laws, regulations, and guidance of the grantor, and all gifts and donations shall be managed and expended according to the wishes and instructions of the donor.

Tax Collection

1. The Town shall encourage the Denton County Tax Assessor-Collector to follow an aggressive policy of collecting property tax revenues. The Town will contract with a tax collection firm as allowed by state law to take necessary legal action to collect delinquent taxes. An average collection rate of at least 98.5% of current levy shall be maintained.

Self-Insurance and Retirement Funds

1. All retirement and self-insurance funds will be examined annually to ensure that adequate balances and funding progress are maintained. Unfunded actuarial liabilities in a retirement program are to be amortized over a 30-year period, or less.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: September 19, 2022

FROM: Julie Taylor, Director of Treasury Operations

ITEM: **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.**

BACKGROUND INFORMATION: The Town Council is required by the Public Funds Investment Act of 1987 ("Act") and the Town's Investment Policy ("Policy") to review the investment policy and strategies, not less than annually, and adopt a resolution stating that the investment policy has been reviewed and revised if required.

The Policy provides the guidelines by which the Town of Flower Mound will maintain the minimum amount of cash in its bank accounts to meet daily needs and to provide protection for its principal while maximizing the investment of all available cash. The Policy was adopted pursuant to the provisions of the Act, as amended, Chapter 2256, Texas Government Code.

The Town Council is required by the Act and the Policy to review the investment policy and strategies, not less than annually, and adopt a resolution stating that the Policy has been reviewed. No revisions are recommended at this time.

Approval of the attached proposed resolution will not only continue compliance with the Act; but will also continue the Town's safe and prudent investment of available funds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: This standard investment policy resolution was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed Resolution including Exhibit A

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

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

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ("TOWN"), ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE TOWN AS REQUIRED ANNUALLY BY THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Director of Treasury Operations for the Town has prepared, and the Town Council has previously adopted, a policy regarding the investment of Town funds to comply with the Public Funds Investment Act of 1987, located in Title 2, Chapter 11, of the Town's Personnel and Administrative Regulations Manual ("Investment Policy"); and,

WHEREAS, the purpose of the Investment Policy is to provide guidelines by which the Town will maintain the minimum amount of cash in its bank accounts to meet daily needs, and to provide protection for the Town's principal while receiving the highest yield possible from investing all temporary excess cash; and,

WHEREAS, the Town Council is required by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the Investment Policy to review the investment policies and strategies, not less than annually, and adopt a resolution stating that the Investment Policy has been reviewed and updated if updates are required; and,

WHEREAS, the Director of Treasury Operations has determined that no revisions to the Investment Policy are necessary; and,

WHEREAS, the Town Council has reviewed and desires to adopt the Investment Policy, pursuant to the recommendation by the Director of Treasury Operations, as the official Town policy regarding investment of Town funds;

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

SECTION 1

The following policy, attached hereto as Exhibit A and made a part hereof by reference, has been reviewed by the Town Council and is hereby adopted as the official Investment Policy of the Town pursuant to the provisions of the Public Funds Investment Act.

SECTION 2

The attached policy shall be filed with the Town Secretary as an official record of the Town.

SECTION 3

The attached policy replaces the Investment Policy which was adopted by the Town by Resolution No.22-21 and became effective September 20, 2021.

SECTION 4

This resolution shall take effect immediately from and after the date of its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS 19th DAY OF SEPTEMBER, 2022.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

TITLE II ADMINISTRATIVE POLICIES

CHAPTER 11: INVESTMENT POLICY

11.01 Purpose

This policy shall provide the guidelines by which the Town of Flower Mound will maintain the minimum amount of cash in its bank accounts to meet daily needs, and to provide protection for its principal while receiving the highest yield possible from investing all temporary excess cash. The Town Council on an annual basis shall consider a resolution stating they reviewed the policy and investment strategies. This policy is being adopted pursuant to the provisions of the Public Funds Investment Act of 1987, Chapter 2256 of the Texas Government Code, as amended, and supersedes all other investment policies.

11.02 Scope

This Investment Policy applies to the investment activities of the Town of Flower Mound, excluding the specific funds cited hereafter.

This policy shall not govern funds which are managed under separate investment programs. Such funds currently include Employees' Retirement Funds of the Town of Flower Mound, other funds established by the Town for deferred employee compensation, and certain private donations. The Town shall and will maintain responsibility for these funds to the extent required by Federal and State Law, the Town Charter, and donor stipulations.

The following funds, as well as other funds that may be created from time to time, shall be administered in accordance with the provisions of this policy: cash equivalent assets of the General Fund, Utility Fund, Capital Project Funds, Debt Service Fund, Special Revenue Funds and any other fund of the Town not specifically excluded in these policy guidelines.

11.03 Investment Strategy

The overall strategy of the Town's investment objective shall be to ensure a) the understanding of suitability of investment to the financial requirements of the Town, b) preservation and safety of principal, c) liquidity, d) marketability of the investment, if the need arises to liquidate the investment before maturity, e) diversification of the investment portfolio; and f) yield.

The Town maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.

The Town may invest various types of funds in a commingled pool in order to achieve efficiencies in the investment program. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term securities which will compliment each other in a ladder or barbell maturity structure. A dollar weighted average maturity of 365 days or less will be maintained and calculated by using the stated final maturity date of each security.

- B. Investment strategies for debt service funds, if invested separately, shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date. The dollar weighted average maturity will be 180 days or less to accomplish this goal.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium. Such securities will tend to hold their value during economic cycles. The dollar weighted average maturity will be no greater than 730 days.
- D. Investment strategies for special projects or special purpose fund portfolios, if invested separately, will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date. The dollar weighted average maturity will be 90 days or less to accomplish this goal.
- E. Investment strategies for capital project funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date. The dollar weighted average maturity will be 365 days or less to accomplish this goal.

11.04 Objective

In terms of day-to-day investment purposes, the core objectives of the Town's investment policy shall be to first preserve the capital in the overall portfolio. Each investment transaction shall seek to first ensure that capital losses are

avoided, whether they are from securities defaults or erosion of market value. The second objective shall be liquidity and the final objective shall be the yield of the investment.

- A. To prevent the possibility of loss of resources, the Town will attempt to identify and limit exposure to market price risk and default risk, or not invest in a manner which is contrary to applicable Federal and State regulations. To further protect the Town's resources, credit rating changes for securities held by the Town will be monitored in coordination with the Town's financial advisor.
- B. To enable the Town to meet operating requirements that might be reasonably anticipated, the Town's investment portfolio will remain sufficiently liquid. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.
- C. Management of the investment portfolio will strive to achieve a rate of return commensurate with the legal, safety and liquidity considerations. In any return of event, yield should exceed the average rate of secondarily-traded three (3) months U.S. Treasury Bills, or the monthly average of the Federal Funds Effective rate, whichever is higher. The first measure of success in this area will be the attainment of enough income to offset inflationary increases. Even though steps will be taken to obtain this goal, the Town's staff shall constantly be cognizant of risk limitations pursuant to the provisions of the amended Public Funds Investment Act, Section 2256.006(a) of the Texas Government Code.
- D. All participants in the investment process shall seek to act responsibly as stewards of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment programs, or which could impair their ability to make impartial investment decisions. Any investment officer who is related within the second degree by affinity or consanguinity as determined pursuant to the Texas nepotism statute, Chapter 573 of the Texas Government Code, as amended, to an individual seeking to sell an investment to the Town, or who has a prohibited personal business relationship, as defined in Section 2256.005 of the Texas Government Code, as amended, shall file a statement disclosing that relationship and any personal business relationship or material financial interests with the Town Council and the Texas Ethics Commission. The Director of Treasury Operations, or anyone involved in investment activity, shall avoid any transactions that might impair public confidence in the Town's ability to govern effectively. The governing body recognizes that in diversifying the portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the content of the overall portfolio's investment return, provided that adequate diversification has been implemented.

11.05 Investment Committee

There is hereby created an Investment Committee consisting of the Town Manager and/or his designee, the Chief Financial Officer (CFO) and/or his designee, and the Director of Treasury Operations. The Investment Committee shall meet at least quarterly to determine general strategies and to monitor results. Included in its deliberations will be such topics as: economic outlook, portfolio diversification, maturity structure, potential risk to the Town's funds, authorization of brokers and dealers, and the target rate of return on the investment portfolio. The committee shall establish its own rules of procedures, including, but not limited to maintaining a record of their meetings and discussions included therein.

11.06 Responsibility and Standard

- A. The management responsibility for the investment program is hereby delegated to the CFO who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority to the individual(s) responsible for investment transactions. The primary individual who shall be involved in investment activities will be the Director of Treasury Operations. Both the CFO and the Director of Treasury Operations are designated as investment officers. To ensure the maturity and the quality and capability of the investment management, the investment officers are required to have three years of progressively responsible experience. Accordingly, the investment officers shall attend at least one training session containing at least 10 hours of instruction relating to their responsibility under the Act within 12 months after assuming duties. Thereafter, the investment officers shall attend additional investment training sessions containing at least 8 hours of instruction relating to investment responsibilities under the Act not less than once every two years, beginning on the first day of the Town's fiscal year, October 1, and consisting of the two consecutive fiscal years after that date. The training sessions must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with the Public Funds Investment Act. The investment training sessions shall be provided by an independent source approved by the Investment Committee. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the Town may engage in an investment transaction. No persons may engage in investment transactions except as provided under the terms of this policy and the procedures established by the CFO. The CFO shall be responsible for all transactions undertaken, and shall establish a system of control to regulate the activities of the Director of Treasury Operations. The controls shall include a monthly review and an annual review by an external auditor. The reviews will provide internal control by assuring compliance with policies and procedures.

- B. The Town Manager, CFO, Director of Treasury Operations, and other Town employees associated with investment functions shall be personally indemnified in the event of investment loss provided the Investment Policies and Guidelines are followed.
- C. The standard of prudence to be used by the investment officials shall be the Prudent Investor Rule, and will be applied in the context of managing an overall portfolio: Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officials meeting this standard will be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

- D. The CFO shall direct the preparation and presentation of a written report on the Town's investment transactions for the preceding reporting period for the Town Council and Town Manager. The report shall be provided quarterly, and shall contain the following:
 - 1. A detailed description of the investment position of the Town as of the end of the reporting period.
 - 2. A summary statement of each pooled fund covering:
 - a. Beginning market value for the period (monitored by the Wall Street Journal and software).
 - b. The book and market value of each invested asset at the end of the reporting period by type of fund.
 - 3. The maturity date of each invested asset.
 - 4. Fully accrued interest for the period.
 - 5. The fund group for each individual investment.
 - 6. The compliance of the investment portfolio of the Town as it relates to the investment strategy of the Town and the Public Funds Investment Act.
 - 7. Signatures of all investment officers.
- E. The guidelines of retaining records for seven years, as recommended in the Texas State Library Municipal Records Manual should be followed. The Director of Treasury Operations shall oversee the filing and/or storing

of investment records.

- F. Wire transfer authorization forms shall be kept on file with banking institutions. The authorization form shall identify individuals authorized to make wire transfers and the institutions designated to receive the wire transfer. The Director of Treasury Operations or other authorized representative of the Town should complete a transfer notice and give it to the proper Finance Department personnel. The transfer confirmation received from the bank should be agreed with this notice and the appropriate journal entry made. Wire transfers shall not be executed without written confirmation from authorized Town staff and the proper exchange and verification of personal identification numbers. The Director of Treasury Operations will be authorized to execute repetitive transfers based on appropriate security measures, as established by the CFO.
- G. In the event of the absence of the Director of Treasury Operations, the authority to invest shall be regulated by the controls and procedures outlined by the CFO.

11.07 Investment

- A. Idle funds of the Town of Flower Mound may be invested in:
 - 1. Obligations of the United States of America, its agencies and instrumentalities (maturing in five (5) years or less).
 - 2. Direct obligations of the State of Texas and agencies thereof (maturing in two (2) years) or less.
 - 3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or United States of America or their agencies and instrumentalities (maturing in less than two (2) years) including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
 - 4. Obligations of the states, agencies thereof, counties, cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent (maturing in two (2) years or less).
 - 5. Certificates of deposit and share certificates (maturing in two (2) years or less) issued by state and/or national banks or savings and loans associations with main or branch offices in Texas that are:
 - a. Guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share

Insurance Fund (NCUSIF) or their successors; or

- b. Secured as described in section 11.09 Principal Protection and Safekeeping.

In addition to the authority to invest funds in certificates of deposit, funds which are secured as described in Section 11.09 Principal Protection and Safekeeping, are invested through:

- a. A broker that has its main office or branch office in Texas and is selected from a list adopted by the Investment Committee; or
 - b. A depository institution that has its main office or branch office in Texas and is selected by the Town.
- 6. Fully collateralized direct repurchase agreements with a defined termination date secured by a combination of cash and obligations of the United States or its agencies and instrumentalities. Purchases are required to be pledged to the entity, held in the entity's name and deposited at the time investment is made with the entity or a third party, selected by the Director of Treasury Operations, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas. Each issuer of repurchase agreements must sign a copy of the Town's Master Repurchase Agreement (termination date must be 30 days or less).
 - 7. An eligible investment pool, if the Town Council by official Town action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. Funds may be invested in money market mutual funds to the extent permitted by and consistent with state statutes and the investment policies and objectives adopted by the investment pool and by providing, at a minimum, the following information:
 - a. The types of investments in which money is allowed to be invested.
 - b. The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
 - c. The maximum stated maturity date of any investment security within the portfolio.
 - d. The objectives of the pool.
 - e. The size of the pool.

- f. The names of the members of the advisory board of the pool and the dates their terms expire.
- g. The custodian bank that will safekeep the pool's assets.
- h. Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation.
- i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
- j. The name and address of the independent auditor of the pool.
- k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
- l. The performance history of the pool, including yield, average dollar weighted average maturities, and expense ratios.
- m. Information presented in disclosure instruments or reports must be posted on Internet websites.
- n. Annual audited financial statements must be made available.
- o. Disclose fee breakpoints and state the lowest possible level of return based on the smallest level of funds invested.

To be eligible to receive funds from and investments on behalf of the Town, an investment pool must be rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. (Maximum dollar average weighted maturity must be 60 days or less).

To maintain eligibility to receive funds from and invest funds on behalf of the Town, an investment pool must furnish to the investment officer investment transaction confirmations and a monthly report that contains, at a minimum, the following information:

- a. The types and percentage breakdown of securities in which the pool has invested.
- b. The current average dollar-weighted maturity, based on the

stated maturity date, of the pool.

- c. The current percentage of the pool's portfolio in investments that have stated maturities more than one year.
- d. The book value verses the market value of the pool's portfolio, using amortized cost valuation.
- e. The size of the pool.
- f. The number of participants in the pool.
- g. The custodian bank that is safekeeping the assets of the pool.
- h. A listing of daily transaction activity of the entities participating in the pool.
- i. The yield and expense ratio of the pool and a statement regarding how yield is calculated.
- j. The portfolio managers of the pool.
- k. Any changes or addenda to the offering circular.

The Town, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, yield shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission ("SEC"). If an investment pool is functioning as a money market mutual fund, yield must be reported in accordance with the SEC.

- 8. No-load money market mutual funds regulated by the Securities and Exchange Commission which have a dollar weighted average stated maturity of 90 days or fewer and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share. A no-load mutual fund is an authorized investment under this subchapter if the mutual fund is registered with the Securities and Exchange Commission, has an average weighted maturity less than two years, is invested exclusively in obligations approved by Chapter 2256.014, Government Code, is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent, and conforms to the requirements set forth in Sections 2256.016(b) and (c), Government Code, relating to the eligibility of investment pools

to receive and invest funds of investing entities. The Town of Flower Mound is not authorized to invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as herein set forth above, or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

- B. The Town's authorized investment options are more restrictive than those allowed by state law. Furthermore, this policy specifically prohibits investment in the following investment securities:
1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
 2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
 3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
 4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
- C. It is the policy of the Town of Flower Mound to diversify its investment portfolios. The diversification will protect interest income from the volatility of interest rates and the avoidance of undue concentration of assets in a specific maturity sector; therefore, portfolio maturities shall be staggered. Securities shall also be selected which provide for stability of income and reasonable liquidity. Diversification strategies shall be determined and revised periodically by the Investment Committee. In establishing specific diversification strategies, the following general policies and constraints shall apply:
1. Risk of market price volatility shall be controlled through maturity diversification such that aggregate price losses on instruments with maturities exceeding one (1) year shall not be greater than coupon interest and investment income received from the balance of the portfolio.
 2. The Investment Committee shall establish strategies and guidelines for the percentage of the total portfolio that may be invested in U.S. Treasury Securities, federal agencies instrumentalities, repurchase agreements, insured/collateralized certificates of deposit and other

securities or obligations. The Investment Committee shall conduct a quarterly review of these guidelines and shall evaluate the probability of market and default risk in various investment sectors as part of its considerations.

Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations:

<u>Investment Type</u>	<u>% of Portfolio</u>
• U.S. Treasury Notes/Bonds/Bills	100%
• U.S. Agencies and Instrumentalities	75%
• State of Texas Obligations & Agencies	10%
• No-Load Money Market Mutual Fund	25%
• Local Government Investment Pools	70%
• Local Government Obligations	10%
• Repurchase Agreements - Operating	10%
• Repurchase Agreements - Construction	100%
• Certificates of Deposit	100%

- D. Investments will be solicited on a competitive basis with at least three (3) institutions. The Investment Committee can approve exceptions on a case by case basis or on a general basis in the form of guidelines. These guidelines shall take into consideration the investment type maturity date, amount, and potential disruptiveness to the Town's investment strategy. The investment will be made with the broker/dealer offering the best yield/quality to the Town.

11.08 Selection of Banks and Dealers

- A. Town Council shall, by ordinance, select and designate one banking institution as the primary depository for the monies and funds of the Town. The primary depository shall be selected based on solvency and stability and secondly, on rate of interest, services, and cost.
- B. The Director of Treasury Operations shall conduct a comprehensive review of the prospective primary depository's credit characteristics and financial history.
- C. The primary depository shall be selected through a formalized bidding process in response to the Town's request for proposal (RFP) outlining all services required. The Investment Committee shall have the discretion to determine the time span for rebidding the banking services contract; however, a five-year period will be the maximum length of time between rebidding, as permitted by state law.
- D. Banks and savings and loans associations seeking to establish eligibility for the Town's competitive certificate of deposit purchase program, shall submit financial statements, evidence of federal insurance and other

information as required by the Director of Treasury Operations.

- E. The Investment Committee shall be responsible for selecting brokers and dealers of government securities. Their selection shall be among only primary government securities dealers that report directly to the New York Federal Reserve Bank or other secondary firms that are adequately financed to conduct public business. The Investment Committee shall base its evaluation of security dealers and financial institutions upon:
 - 1. Financial conditions, strength and capability to fulfill commitments.
 - 2. Overall reputation with other dealers and investors.
 - 3. Regulatory status of the dealer.
 - 4. Background and expertise of the individual representatives.
- F. Approved brokers and dealers must complete Exhibit A and return it to the Director of Treasury Operations. In dealing with Town funds, the Director of Treasury Operations shall conduct business with securities dealers approved annually by the Investment Committee or with banks selected as outlined above.

11.09 Principal Protection and Safekeeping

- A. All bank and savings and loan associations deposits and investments of Town funds shall be secured by pledged collateral with a market value equal to no less than 103 percent of the principal plus accrued interest less an amount insured by FDIC or NCUSIF. Evidence of proper collateralization in the form of original safekeeping receipts held in institution's trust department or at a third party institution not affiliated with the bank or bank holding company will be maintained in the office of the Director of Treasury Operations at all times. The CFO, Director of Treasury Operations, or other authorized Town representative will approve and release all pledged collateral. Collateral will be reviewed monthly to assure the market value of the securities pledged exceeds the related bank balances. The Town shall request additional collateral in the event that deposits are not sufficiently protected by the pledged collateral.
- B. Safekeeping procedures shall be established by the Investment Committee which clearly define steps for gaining access to the collateral should the Town determine that the Town's funds are in jeopardy. Collateral safekeeping and substitution agreements will be a part of the procedure.
- C. Only securities allowed by the Public Funds Collateral Act shall be eligible to be pledged as collateral. The CFO has the discretion to additionally restrict the securities used as collateral.

- D. All security transactions will be accomplished with authorized security dealers and financial institutions on a delivery-versus-payment (DVP) basis. Securities will be held by the Town's safekeeping agent, which shall be selected through a competitive process (RFP) or that agent's representative in New York City, or in its account at the Federal Reserve Bank.

EXHIBIT A**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the **Town of Flower Mound** (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter into an investment transaction with the Town of Flower Mound as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Town of Flower Mound; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Town of Flower Mound that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Name: _____

Title: _____

Date: _____

EXHIBIT B

INVESTMENT GLOSSARY

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft, bill, or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT: The official annual report for the Town of Flower Mound. It includes combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two

methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States.

Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass throughs" is often used to describe Ginnie Maes.

LETTERS OF CREDIT: A financial instrument in which the issuing bank promises to pay a third party on behalf of a second party.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable sized can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

NATIONAL CREDIT UNION SHARE INSURANCE FUND: The federal fund to insure member's deposits in federally insured credit unions. Administered by the National Credit Union Administration, and is backed by the "full faith and credit" of the U.S. Government.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few

unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: A medium-term coupon-bearing U.S. Treasury securities issued as direct obligation of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

The Town of Flower Mound Investment Policy is hereby approved this 19th day of September 2022.

James W. Childers, Town Manager



TOWN COUNCIL AGENDA ITEM NO. 9 CONSENT ITEM

DATE: September 19, 2022

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution authorizing the Town of Flower Mound to become a participant in the Texas Cooperative Liquid Assets Securities System Trust, designating and appointing authorized representatives and providing an effective date.

BACKGROUND INFORMATION: Texas Cooperative Liquid Assets Securities System (Texas Class) is a local government investment pool which invests public funds jointly on behalf of the entities that participate in the pool and whose investment objectives are, in order of priority, preservation and safety of principal, liquidity, and yield. Staff requests the Town Council's approval of the proposed resolution authorizing the Town's participation in Texas Class to provide for the further preservation and safety of principal, while meeting liquidity needs of the Town and earning a competitive yield, consistent with the Public Funds Investment Act.

The Town's Investment Policy encourages diversification of investments by limiting activity with any entity to 40% of the portfolio. In this way, bankruptcy, receivership, or legal action would not immobilize the Town's ability to meet payroll or other expenses. Staff recommends that the Town participate in Texas Class to provide for the further diversification of the Town's portfolio. Approval of this item will provide the Town with institutional diversity and alternatives to protect the Town's financial resources from unforeseen and unanticipated risks.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed resolution
2. Exhibit D – Participation Certificate

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

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. __22****A RESOLUTION OF THE TOWN OF FLOWER MOUND TO BECOME A PARTICIPANT IN THE TEXAS COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM TRUST INVESTMENT POOL, DESIGNATING AND APPOINTING AUTHORIZED REPRESENTATIVES AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001, *et seq.* ("the Act") requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and,

WHEREAS, pursuant to the requirements of the Act, the Town Council ("the Governing Body") of the Town of Flower Mound ("the Local Government") has previously reviewed and adopted an investment policy ("the Policy") that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and,

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed Chief Financial Officer ("the Investment Officer") to act as the investment officer of the Local Government; and,

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and,

WHEREAS, the Local Government has received and reviewed the Information Statement, dated April 2021 ("the Information Statement"), of Texas Cooperative Liquid Assets Securities System Trust ("the Program"), an investment pool administered by Public Trust Advisors, LLC, that sets forth the information required by Section 2256.016(b) of the Act; and,

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and,

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and,

WHEREAS, the Local Government understands that the Program operates through the Ninth Amended and Restated Trust Agreement dated as of February 25, 2021 (the Trust Agreement), that provides the terms on which the Program will operate and the rights of the Participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the Administrator) and of UMB Bank as custodian (the Custodian);

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

SECTION 1

The form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

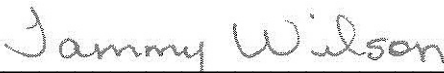
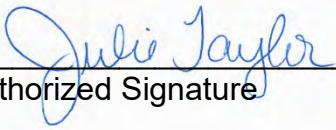
Resolved that the Governing Body hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine

to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper.

SECTION 2

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

 _____ Authorized Signature	_____ Date
 _____ Authorized Signature	_____ Date

 Tammy Wilson, Chief Financial Officer
 Printed Name

 Julie Taylor, Director of Treasury Operations
 Printed Name

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
 FLOWER MOUND, TEXAS, ON THIS THE 19th DAY OF SEPTEMBER, 2022.**

APPROVED:

Derek France
MAYOR

ATTEST:

Theresa Scott
TOWN SECRETARY



Texas Cooperative Liquid Assets Securities System Trust

Exhibit D – Participation Certificate

The undersigned Town of Flower Mound (the Local Government) does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Ninth Amended and Restated Trust Agreement (the Agreement) dated as of February 25, 2021, by and between the Participants, UMB Bank as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that Tammy Wilson, Chief Financial Officer (the Investment Officer) is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, for it to participate in the Trust created by the Agreement.

Town of Flower Mound

Entity Name

Mayor

Signature

Date

Title

Accepted by Administrator (to be completed by Texas CLASS):

Signature

Date

Title



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: September 19, 2022

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and sewer service; providing a severability clause; providing for publication; and providing an effective date.

BACKGROUND INFORMATION: The proposed water and sewer service (Utility System) rate structure is designed to bring long-term financial stability to the Utility System and fully fund all costs of the system from user rates. The Town of Flower Mound owns and operates a sewer treatment plant and purchases treated water with up to 11 MGD from the City of Dallas (DWU) and up to 30 MGD from the Upper Trinity Regional Water District, (UTRWD). The majority of the cost increases are attributed inflation, including rising costs for treated water and for infrastructure improvements to the Town's Utility System.

The Town adopted an ordinance on September 21, 2020, to amend Utility System rates and set the revenues through FY 2022-23. The attached ordinance revises the rates for FY 2022-23 and sets rates through FY 2024-25 to recover the full costs of the Town's water and sewer systems and is designed to meet the following criteria:

1. Implement the necessary capital improvements to meet customer needs for utility services.
2. Have the utility system pay its full cost of services provided by the Town's General Fund.
3. Maintain the quality of water and sewer services required by the Town's customers.
4. Financially position the utility system to be able to replace necessary infrastructure as the system ages.

The following table displays the rate changes contained within the attached ordinance which are effective each October of the years noted:

	Current	Proposed		
	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
<u>Water</u>				
Minimum Bill*	\$ 37.86	\$ 40.29	\$ 42.10	\$ 43.99
2,001-10,000	\$ 4.30	\$ 4.58	\$ 4.79	\$ 5.01
10,001-15,000	\$ 5.82	\$ 6.20	\$ 6.48	\$ 6.78
15,001-50,000	\$ 6.62	\$ 7.05	\$ 7.37	\$ 7.71
over 50,000	\$ 7.43	\$ 7.91	\$ 8.27	\$ 8.65
<u>Sewer</u>				
Minimum Bill - Residential	\$ 21.44	\$ 22.82	\$ 23.85	\$ 24.92
Minimum Bill - Commercial	\$ 21.44	\$ 22.82	\$ 23.85	\$ 24.92
over 2,000 - Residential	\$ 4.36	\$ 4.64	\$ 4.85	\$ 5.07
over 2,000 - Commercial	\$ 4.80	\$ 5.11	\$ 5.34	\$ 5.58

* For residential 3/4 inch meter. All other minimum bills will increase in same

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure/(Revenue):	Account Number(s):
The attached ordinance sets utility rates to recover the full costs of the Town's water and sewer systems.	200-4205 Water Sales (\$38,032,850) 200-4210 Sewer Sales (\$13,201,680)

Finance Review by: Tammy Wilson, Chief Financial Officer

tw

LEGAL REVIEW: This standard ordinance was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND BY AMENDING THE CHARGES CONTAINED THEREIN FOR RESIDENTIAL AND NON-RESIDENTIAL WATER AND SEWER SERVICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter adopted November 3, 1981; and,

WHEREAS, the Town of Flower Mound possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate utility billing services and the fees for services provided; and,

WHEREAS, the Town of Flower Mound enacted Ordinance No. 66-85 on September 30, 1985 to establish rates for water service provided by the Town of Flower Mound; and,

WHEREAS, the Town of Flower Mound has from time to time amended the water service rate fee schedule as well as the sewer service rate fee schedule applicable to residential and non-residential water consumption and sewer service; and,

WHEREAS, the Town of Flower Mound desires to amend the water service rate fee schedule as well as the sewer service rate fee schedule applicable to residential and non-residential water consumption and sewer service and hereby finds that it is in the best interest of the health, safety and general welfare of the citizens of the Town to amend the fees as outlined herein;

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 findings 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 Appendix A-Fee Schedule of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees corresponding to Section 70-361, "Water Service Rates," to read as follows:

Code Section Number	Description
70-361	Water service rates:

The minimum monthly charge for each sized meter in the Town, which amount includes 2,000 gallons of water is as follows:

Water Meter Size (inches)	Minimum Bills Water Usage Beginning 10/01/2022 through 9/30/2023	Minimum Bills Water Usage Beginning 10/01/2023 through 9/30/2024	Minimum Bills Water Usage Beginning 10/01/2024 Thereafter
3/4 or 5/8	\$ 40.29	\$ 42.10	\$ 43.99
1	66.31	69.29	72.40
1 1/2	109.63	114.56	119.70
2	161.66	168.92	176.50
3	300.36	313.85	327.94
4	456.39	476.89	498.30
6 and larger	863.89	902.70	943.23

The monthly volume charge per 1,000 gallons after the first 2,000 gallons of water usage is as follows:

Volumetric Rates	Per 1,000 Gallons Water Usage Beginning 10/01/2022 through 9/30/2023	Per 1,000 Gallons Water Usage Beginning 10/01/2023 through 9/30/2024	Per 1,000 Gallons Water Usage Beginning 10/01/2024 and Thereafter
2,000 – 10,000 Gallons	\$ 4.58	\$ 4.79	\$ 5.01
10,001 – 15,000 Gallons	6.20	6.48	6.78
15,001 – 50,000 Gallons	7.05	7.37	7.71
Over 50,000 Gallons	7.91	8.27	8.65
Town Meters	2.38	2.49	2.60
Fire Hydrants	7.91	8.27	8.64

SECTION 3

That Appendix A-Fee Schedule of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees corresponding to Section 70-381, "Sewer Service Rates," to read as follows:

Code Section Number	Description
70-381	Sewer service rates:

The minimum monthly charge for sewer service for each sized water meter in the Town, which amount includes 2,000 gallons of water usage is as follows:

Water Meter Size (inches)	Minimum Bills Water Usage Beginning 10/01/2022 through 9/30/2023	Minimum Bills Water Usage Beginning 10/01/2023 through 9/30/2024	Minimum Bills Water Usage Beginning 10/01/2024 and Thereafter
Residential - All Sizes	\$ 22.82	\$ 23.85	\$ 24.92
Non-Residential - All Sizes	22.82	23.85	24.92
"Residential No-Average Maximum"	50.66	52.95	55.34

The monthly volume charge per 1,000 gallons after the first 2,000 gallons of water usage is as follows:

Volumetric Rates	Per 1,000 Gallons Water Usage Beginning 10/01/2022 through 9/30/2023	Per 1,000 Gallons Water Usage Beginning 10/01/2023 through 9/30/2024	Per 1,000 Gallons Water Usage Beginning 10/01/2024 Thereafter
Residential – Over 2,000 Gallons	\$ 4.64	\$ 4.85	\$ 5.07
Non-Residential – Over 2,000 Gallons	5.11	5.34	5.58

SECTION 4

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

SECTION 5

If any section, subsection, clause, phrase or provision of this Ordinance and the Code, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases or provisions of this Ordinance and the Code, or the application thereof to any person or circumstances, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6

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 7

This Ordinance shall take effect and be in full force immediately upon its passage and adoption as provided by the laws of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS 19th DAY OF SEPTEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 11 CONSENT ITEM

DATE: September 19, 2022

FROM: JP Walton, Strategic Services Manager

ITEM: Presentation and discussion regarding Tax Increment Reinvestment Zones.

BACKGROUND INFORMATION: Presentation and discussion regarding Tax Increment Reinvestment Zones. Introduction to how TIRZ districts operate, guidelines provided by Chapter 311 of the Texas State Tax Code, and how municipalities can utilize TIRZ.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: This item is for discussion purposes.



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: September 19, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **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.**

BACKGROUND INFORMATION: The FY 2022-2023 Proposed Budget is hereby presented for adoption in fund total. Section 9.08 of the Town's Charter states that, "The budget shall be adopted by the favorable vote of three (3) of the members of the Town Council."

The Flower Mound Town Council and staff held the FY 2022-2023 Budget Work Session on August 18, 2022, in the Council Chambers. A public hearing for the Proposed Budget was also held on August 22, 2022. The proposed budget for FY 2022-2023 includes a five-year Capital Improvement Program (CIP).

The proposed budget for the General Fund includes \$83,469,229 in revenues and \$83,279,740 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages. Agencies that provide community support for the Town of Flower Mound, and meet certain criteria are eligible to request community support funding. The proposed budget includes \$236,875 for community support funding. Seven organizations that provide a quantifiable benefit to the Town are incorporated into Town department budgets for \$120,750. Cultural Arts organizations are funded at \$41,000 and \$75,125 of community support funding is for Social Services/Volunteerism organizations.

The proposed budget for the Utility Fund includes \$52,298,325 in revenues, and \$52,059,147 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages.

The proposed budget for the Stormwater Utility Fund includes \$1,861,650 in revenues, and \$2,191,894 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages.

The Town utilizes three Internal Service Funds. The three funds are the Health Insurance/Flex Fund, the Vehicle and Equipment Replacement Fund and the Technology Replacement Fund. The Health Insurance/Flex Fund is supported by internal charges and employee contributions. The proposed budget for the Health Insurance/Flex Fund includes \$10,675,000 in revenues, and \$11,237,000 in expenditures. The Vehicle and Equipment Replacement Fund and the Technology Replacement Fund are supported by internal transfers. The Vehicle and Equipment Replacement Fund includes \$2,420,000 in revenues, and \$2,800,000 in expenditures. The Technology Replacement Fund includes \$550,300 in revenues, and \$697,730 in expenditures.

The first year of the five-year General Government Capital Improvement Program (CIP) addresses needs pertaining to streets, signals, street reconstruction, facilities and parks, and totals \$16,988,500. The largest portion of the CIP for FY 2022-2023 is dedicated to street and signal projects for \$14,138,500, and \$2,850,000 for park projects. No new debt will be issued for these projects. These projects will be supported by dedicated sales tax, park development funds, grants and interlocal agreements, impact fees, TIRZ revenue and cash transfers from the General Fund.

The five-year CIP in the Utility Fund totals \$15,367,000 for FY 2022-2023, which includes water and wastewater lines and stormwater projects. These projects will be supported by \$7,743,000 in additional debt.

A complete listing of Funds approved is included in the Fiscal Impact section.

Since the budget will require raising more revenue from property taxes than in the previous year, Section 102.007(c), Local Government Code, requires a separate vote of the governing body (in addition to and separate from the vote to adopt the budget) to ratify the property tax revenue increase reflected in the budget. This separate motion is set out below under the recommendation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:

Proposed Revenue:

General Fund	\$ 83,469,229
Utility Fund	52,298,325
Stormwater Utility Fund	1,861,650
Health insurance/Flex Fund	10,675,000
Vehicle and Equipment Replacement Fund	2,420,000
Technology Replacement Fund	550,300
Library Development Fund	15,060
TIRZ Fund	7,841,370
Park Development Fund	8,000
Tree Preservation Fund	4,000
Public Education Government (PEG) Fund	146,000
Street Maintenance Sales Tax Fund	4,239,135
4B Parks Sales Tax Fund	4,231,635
Police Seizure Fund	50
Justice Seizures Fund	30
Animal Care Fund	8,150
CDBG-HUD Grant Fund	229,923
Neighborhood Improvement Fund	80,450
COVID-19 Fund	6,000
Hotel Occupancy Tax Fund	450,500
Municipal Court Security Fund	33,360
Municipal Court Technology Fund	27,600
Municipal Court Jury Fund	660
Municipal Court Truancy Prevention	33,110
General Debt Service Fund	6,089,699
Total Resources	\$ 174,719,236

Proposed Expenditure:

General Fund	\$ 83,279,740
Utility Fund	52,059,147
Stormwater Utility Fund	2,191,894
Health insurance/Flex Fund	11,237,000
Vehicle and Equipment Replacement Fund	2,800,000
Technology Replacement Fund	697,730
Library Development Fund	20,000
TIRZ Fund	10,596,053
Park Development Fund	3,206,122
Tree Preservation Fund	244,658
Public Education Government (PEG) Fund	763,650
Street Maintenance Sales Tax Fund	5,007,991
4B Parks Sales Tax Fund	6,856,544
IRS Equitable Sharing Fund	9,827
Justice Seizures Fund	28,645
Chapter 59 Seizures Fund	80,000
Animal Care Fund	30,000
CDBG-HUD Grant Fund	229,923
Neighborhood Improvement Fund	130,000
COVID-19 Fund	10,168
Hotel Occupancy Tax Fund	400,000
Municipal Court Security Fund	45,100
Municipal Court Technology Fund	35,415
Municipal Court Jury Fund	500
Municipal Court Truancy Prevention	35,000
General Debt Service Fund	6,740,310
Total Expenditures	\$ 186,735,417

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. Ordinance

DRAFT MOTION:

Note: Budget adoption must include two motions- the second motion is to ratify the property tax increase reflected in the budget.

1. Move to approve 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.
2. Move to ratify the property tax revenue increase reflected in the FY 2022-2023 budget.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SINKING FUND AND OTHER OBLIGATIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Manager has caused to be filed with the Town Secretary a budget to cover all proposed expenditures of the government of the Town for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and,

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and,

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and,

WHEREAS, notice of public hearing on the proposed Annual Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and,

WHEREAS, one (1) such public hearing was held on August 22, 2022, prior approval of which date being hereby ratified and confirmed by the Town Council, and all those wishing to speak on the budget were heard; and,

WHEREAS, the Town Council has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached in fund total hereto is in the best interest of the Town of Flower Mound; 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 findings of the Town of Flower Mound and they are hereby approved and incorporated into the body of this Ordinance, as if copied in their entirety.

SECTION 2

The budget attached in fund total hereto as Exhibit "A", and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget. The budget includes a contingent

ORDINANCE NO. _____**PAGE 2**

appropriation in the General Fund of \$8,327,974 (i.e., 10 percent of total expenditures) to be used in the event of unforeseen items of expenditure. Such contingent appropriations shall be under the control of the Town Manager and distributed by him, after approval of the Town Council.

SECTION 3

No expenditure of the funds of the Town shall hereafter be made except in strict compliance with said budget, except that in the case of public necessity, the Town Council shall authorize amendments to said budget such emergency expenditures to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Ordinance, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

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 any conflict herewith.

SECTION 6

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 the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage.

ORDINANCE NO. _____

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DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE
TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 19th
DAY OF SEPTEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

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EXHIBIT A

Town of Flower Mound, Texas
FY 22-23

PROPOSED REVENUES	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Property Taxes	\$ 47,383,753	\$ 5,808,749	\$ -	\$ -	\$ -
Utility Franchise Fees	5,615,500	-	-	-	-
Sales Tax Collections	16,876,550	-	-	-	-
Other Taxes	324,450	-	-	-	-
Charges for Current Services	4,568,900	-	-	-	-
Licenses and Permits	2,718,360	-	-	-	-
Fines and Forfeitures	745,950	-	-	-	-
Investment Earnings	200,000	10,000	50,000	1,000	-
Intergovernmental Revenue	1,380,190	-	-	-	-
Interfund Transfer	3,091,837	270,950	-	-	-
Other Revenue	563,739	-	219,000	-	-
Water Sales	-	-	38,032,850	-	-
Sewer Charges	-	-	13,201,680	-	-
Stormwater Fees	-	-	-	1,634,650	-
Drainage Inspections	-	-	-	215,000	-
Meter and Connect Fees	-	-	280,000	-	-
Solid Waste Collection	-	-	164,795	-	-
Penalties-Utility Billing	-	-	350,000	11,000	-
Health Insurance Fund	-	-	-	-	10,675,000
Vehicle and Equipment Replacement Fund	-	-	-	-	2,420,000
Technology Replacement Fund	-	-	-	-	550,300
TOTAL REVENUE	\$ 83,469,229	\$ 6,089,699	\$ 52,298,325	\$ 1,861,650	\$ 13,645,300

PROPOSED EXPENDITURES	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Town Manager's Office	\$ 3,633,625	\$ -	\$ -	\$ -	\$ -
Legislative Services	547,589	-	-	-	-
Development Services	2,365,145	-	-	-	-
Parks & Recreation Services	10,772,827	-	-	-	-
Library Services	2,123,151	-	-	-	-
Police Services	17,976,186	-	-	-	-
Financial Services	4,234,015	-	1,908,968	-	-
Administrative Services	7,807,437	-	-	-	-
Fire & Emergency Services	19,499,281	-	-	-	-
Communications	834,813	-	-	-	-
General Fund Non-Departmental	4,098,834	-	-	-	-
Utility Fund Non-Departmental	-	-	12,772,799	-	-
Public Works	7,782,525	-	37,377,380	2,105,779	-
Environmental Services	1,604,312	-	-	86,115	-
Debt Service	-	6,740,310	-	-	-
Health Insurance Fund	-	-	-	-	11,237,000
Vehicle and Equipment Replacement Fund	-	-	-	-	2,800,000
Technology Replacement Fund	-	-	-	-	697,730
TOTAL EXPENDITURES	\$ 83,279,740	\$ 6,740,310	\$ 52,059,147	\$ 2,191,894	\$ 14,734,730
NET CHANGE	\$ 189,489	\$ (650,611)	\$ 239,178	\$ (330,244)	\$ (1,089,430)

2022-2023 FUND BALANCE PROJECTION	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Fund Balance 10/1/22	\$ 29,705,085	\$ 1,424,376	\$ 10,611,939	\$ 619,337	\$ 14,952,470
Revenue	83,469,229	6,089,699	52,298,325	1,861,650	13,645,300
Expenditure	(83,279,740)	(6,740,310)	(52,059,147)	(2,191,894)	(14,734,730)
Fund Balance 09/30/23	\$ 29,894,574	\$ 773,765	\$ 10,851,117	\$ 289,093	\$ 13,863,040

ORDINANCE NO. _____

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EXHIBIT A

Town of Flower Mound, Texas
FY 22-23

PROPOSED REVENUES	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund
Taxes	\$ -	\$ 7,816,370	\$ -	\$ -	\$ 145,000
Licenses and Permits	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	-
Charges for Services	-	-	-	-	-
Fines and Forfeitures	-	-	-	-	-
Interest Earnings	60	25,000	8,000	4,000	1,000
Interfund Transfer	-	-	-	-	-
Other Revenue	15,000	-	-	-	-
TOTAL REVENUE	\$ 15,060	\$ 7,841,370	\$ 8,000	\$ 4,000	\$ 146,000

PROPOSED EXPENDITURES	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund
Town Manager's Office	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative Services	-	-	-	-	-
Development Services	-	-	-	-	-
Parks & Recreation Services	-	-	3,206,122	70,495	-
Library Services	20,000	-	-	-	-
Police Services	-	-	-	-	-
Financial Services	-	10,596,053	-	-	-
Administrative Services	-	-	-	-	-
Fire & Emergency Services	-	-	-	-	-
Communications	-	-	-	-	763,650
Public Works	-	-	-	-	-
Environmental Services	-	-	-	174,163	-
TOTAL EXPENDITURES	\$ 20,000	\$ 10,596,053	\$ 3,206,122	\$ 244,658	\$ 763,650

NET CHANGE	\$ (4,940)	\$ (2,754,683)	\$ (3,198,122)	\$ (240,658)	\$ (617,650)
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2022-2023 FUND BALANCE PROJECTION	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund
Fund Balance 10/1/22	\$ 6,520	\$ 2,754,683	\$ 3,198,122	\$ 1,955,532	\$ 693,220
Revenue	15,060	7,841,370	8,000	4,000	146,000
Expenditure	(20,000)	(10,596,053)	(3,206,122)	(244,658)	(763,650)
Fund Balance 09/30/23	\$ 1,580	\$ -	\$ -	\$ 1,714,874	\$ 75,570

ORDINANCE NO. _____

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EXHIBIT A

Town of Flower Mound, Texas
FY 22-23

PROPOSED REVENUES	Strt Maint Sales Tax Fund	4B Parks Sales Tax Fund	Police Seizure Fund	IRS Equitable Sharing Fund	Justice Seizures Fund
Taxes	\$ 4,219,135	\$ 4,219,135	\$ -	\$ -	\$ -
Licenses and Permits	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	-
Charges for Services	-	-	-	-	-
Fines and Forfeitures	-	-	-	-	-
Interest Earnings	20,000	12,500	50	-	30
Interfund Transfer	-	-	-	-	-
Other Revenue	-	-	-	-	-
TOTAL REVENUE	\$ 4,239,135	\$ 4,231,635	\$ 50	\$ -	\$ 30

PROPOSED EXPENDITURES	Strt Maint Sales Tax Fund	4B Parks Sales Tax Fund	Police Seizure Fund	IRS Equitable Sharing Fund	Justice Seizures Fund
Town Manager's Office	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative Services	-	-	-	-	-
Development Services	-	-	-	-	-
Parks & Recreation Services	-	6,856,544	-	-	-
Library Services	-	-	-	-	-
Police Services	-	-	-	9,827	28,645
Financial Services	-	-	-	-	-
Administrative Services	-	-	-	-	-
Fire & Emergency Services	-	-	-	-	-
Communications	-	-	-	-	-
Public Works	5,007,991	-	-	-	-
Environmental Services	-	-	-	-	-
TOTAL EXPENDITURES	\$ 5,007,991	\$ 6,856,544	\$ -	\$ 9,827	\$ 28,645

NET CHANGE	\$ (768,856)	\$ (2,624,909)	\$ 50	\$ (9,827)	\$ (28,615)
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2022-2023 FUND BALANCE PROJECTION	Strt Maint Sales Tax Fund	4B Parks Sales Tax Fund	Police Seizure Fund	IRS Equitable Sharing Fund	Justice Seizures Fund
Fund Balance 10/1/22	\$ 768,856	\$ 2,624,909	\$ 18,696	\$ 9,827	\$ 28,615
Revenue	4,239,135	4,231,635	50	-	30
Expenditure	(5,007,991)	(6,856,544)	-	(9,827)	(28,645)
Fund Balance 09/30/23	\$ -	\$ -	\$ 18,746	\$ -	\$ -

ORDINANCE NO. _____

PAGE 7

EXHIBIT A

Town of Flower Mound, Texas
FY 22-23

PROPOSED REVENUES	Chapter 59 Seizure Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	COVID-19 Fund
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and Permits	-	-	-	-	-
Intergovernmental Revenue	-	-	229,923	-	-
Charges for Services	-	-	-	80,150	-
Fines and Forfeitures	-	-	-	-	-
Interest Earnings	-	150	-	300	6,000
Interfund Transfer	-	-	-	-	-
Other Revenue	-	8,000	-	-	-
TOTAL REVENUE	\$ -	\$ 8,150	\$ 229,923	\$ 80,450	\$ 6,000

PROPOSED EXPENDITURES	Chapter 59 Seizure Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	COVID-19 Fund
Town Manager's Office	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative Services	-	-	-	-	-
Development Services	-	-	-	-	-
Parks & Recreation Services	-	-	-	-	-
Library Services	-	-	-	-	-
Police Services	80,000	30,000	-	-	-
Financial Services	-	-	-	-	-
Administrative Services	-	-	-	-	-
Fire & Emergency Services	-	-	-	-	-
Communications	-	-	229,923	-	-
Public Works	-	-	-	100,000	10,168
Environmental Services	-	-	-	30,000	-
TOTAL EXPENDITURES	\$ 80,000	\$ 30,000	\$ 229,923	\$ 130,000	\$ 10,168

NET CHANGE	\$ (80,000)	\$ (21,850)	\$ -	\$ (49,550)	\$ (4,168)
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2022-2023 FUND BALANCE PROJECTION	Chapter 59 Seizure Fund	Animal Care Fund	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	COVID-19 Fund
Fund Balance 10/1/22	\$ 98,374	\$ 91,733	\$ -	\$ 132,816	\$ 4,168
Revenue	-	8,150	229,923	80,450	6,000
Expenditure	(80,000)	(30,000)	(229,923)	(130,000)	(10,168)
Fund Balance 09/30/23	\$ 18,374	\$ 69,883	\$ -	\$ 83,266	\$ -

ORDINANCE NO. _____

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EXHIBIT A

Town of Flower Mound, Texas
FY 22-23

PROPOSED REVENUES	Hotel Occupancy Tax Fund	Muni Court Security Fund	Muni Court Technology Fund	Muni Court Jury Fund	Muni Court Truancy Prevention Fund
Taxes	\$ 450,000	\$ -	\$ -	\$ -	\$ -
Licenses and Permits	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	-
Charges for Services	-	-	-	-	-
Fines and Forfeitures	-	33,110	27,400	660	33,050
Interest Earnings	500	250	200	-	60
Interfund Transfer	-	-	-	-	-
Other Revenue	-	-	-	-	-
TOTAL REVENUE	\$ 450,500	\$ 33,360	\$ 27,600	\$ 660	\$ 33,110

PROPOSED EXPENDITURES	Hotel Occupancy Tax Fund	Muni Court Security Fund	Muni Court Technology Fund	Muni Court Jury Fund	Muni Court Truancy Prevention Fund
Town Manager's Office	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative Services	-	-	-	-	-
Development Services	-	-	-	-	-
Parks & Recreation Services	-	-	-	-	-
Library Services	-	-	-	-	-
Police Services	-	-	-	-	-
Financial Services	400,000	45,100	35,415	500	35,000
Administrative Services	-	-	-	-	-
Fire & Emergency Services	-	-	-	-	-
Communications	-	-	-	-	-
Public Works	-	-	-	-	-
Environmental Services	-	-	-	-	-
TOTAL EXPENDITURES	\$ 400,000	\$ 45,100	\$ 35,415	\$ 500	\$ 35,000

NET CHANGE	\$ 50,500	\$ (11,740)	\$ (7,815)	\$ 160	\$ (1,890)
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2022-2023 FUND BALANCE PROJECTION	Hotel Occupancy Tax Fund	Muni Court Security Fund	Muni Court Technology Fund	Muni Court Jury Fund	Muni Court Truancy Prevention Fund
Fund Balance 10/1/22	\$ 214,399	\$ 122,503	\$ 86,654	\$ 108	\$ 39,860
Revenue	450,500	33,360	27,600	660	33,110
Expenditure	(400,000)	(45,100)	(35,415)	(500)	(35,000)
Fund Balance 09/30/23	<u>\$ 264,899</u>	<u>\$ 110,763</u>	<u>\$ 78,839</u>	<u>\$ 268</u>	<u>\$ 37,970</u>

CAPITAL IMPROVEMENT PROGRAM

The first year of the five-year General Government Capital Improvement Program (CIP) addresses needs pertaining to streets, signals, street reconstruction, facilities and parks, and totals \$16,988,500. The largest portion of the CIP for FY 2022-2023 is dedicated to street and signal projects for \$14,138,500, and \$2,850,000 for park projects. No new debt will be issued for these projects. These projects will be supported by dedicated sales tax, park development funds, grants and interlocal agreements, impact fees, TIRZ revenue and cash transfers from the General Fund.

The five-year CIP in the Utility Fund totals \$15,367,000 for FY 2022-2023, which includes water and wastewater lines and stormwater projects. These projects will be supported by \$7,743,000 in additional debt.



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: September 19, 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 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.

BACKGROUND INFORMATION: Section 363.204 of the Local Government Code requires the budget to be adopted by the Crime Control and Prevention District (Crime District), Board of Directors.

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

The Flower Mound Town Council acting as the Board of Directors for the Crime District and staff held the FY 2022-2023 Budget Work Session on August 18, 2022, in the Council Chambers. A public hearing for the Crime District's Proposed Budget was held on August 22, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$4,201,405	Fund 318-Crime District
Proposed Expenditure:	Account Number(s):
\$4,113,412	Fund 318-Crime District

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

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

ATTACHMENTS:

1. Resolution

DRAFT MOTION: The Town Council, acting as the Board of Directors for the Crime Control and Prevention District, move to approve 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.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and

WHEREAS, notice of public hearing on the proposed Crime District Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

WHEREAS, one (1) such public hearing was held on August 22, 2022, prior approval of such date being hereby ratified and confirmed by the Town Council acting as the Board of Directors for the Crime District, and all those wishing to speak on the budget were heard; and

WHEREAS, the Town Council acting as the Board of Directors for the Crime District has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached is in the best interest of the Crime District.

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

RESOLUTION NO. _____**PAGE 2****SECTION 1**

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

SECTION 2

The budget attached in total hereto as Exhibit "A", and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

SECTION 3

No expenditure of the funds of the Crime District shall hereafter be made except in strict compliance with said budget except that, in the case of public necessity, the Town Council acting as the Board of Directors of the Crime District shall authorize amendments to said budget for emergency expenditures necessary to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

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

SECTION 6

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____

PAGE 3

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE
TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 19th
DAY OF SEPTEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

RESOLUTION NO. _____

PAGE 4

EXHIBIT A

Town of Flower Mound, Texas
FY 22-23

CRIME CONTROL AND PREVENTION DISTRICT

PROPOSED REVENUES	Crime District Sales Tax Fund
Taxes	\$ 4,197,905
Licenses and Permits	-
Intergovernmental Revenue	-
Charges for Services	-
Fines and Forfeitures	-
Interest Earnings	3,500
Interfund Transfer	-
Other Revenue	-
TOTAL REVENUE	\$ 4,201,405

PROPOSED EXPENDITURES	Crime District Sales Tax Fund
Town Manager's Office	\$ -
Legislative Services	-
Development Services	-
Community Services	-
Police Services	4,113,412
Financial Services	-
Fire & Emergency Services	-
Communications	-
Public Works	-
TOTAL EXPENDITURES	\$ 4,113,412

NET CHANGE	\$ 87,993
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2022-2023 FUND BALANCE PROJECTION	Crime District Sales Tax Fund
Fund Balance 10/1/22	\$ 2,790,997
Revenue	4,201,405
Expenditure	(4,113,412)
Fund Balance 09/30/23	\$ 2,878,990



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: September 19, 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 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.

BACKGROUND INFORMATION: Section 344.204 of the Local Government Code requires the budget to be adopted by the Fire Control, Prevention, and Emergency Medical Services District (Fire District), Board of Directors.

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.

The Flower Mound Town Council acting as the Board of Directors for the Fire District and staff held the FY 2022-2023 Budget Work Session on August 18, 2022, in the Council Chambers. A public hearing for the Fire District's Proposed Budget was held on August 22, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$4,177,710	Fund 319-Fire District
Proposed Expenditure:	Account Number(s):
\$3,396,878	Fund 319-Fire District

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

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

ATTACHMENTS:

1. Resolution

DRAFT MOTION: The Town Council, acting as the Board of Directors for the Fire Control, Prevention, and Emergency Medical Services District, move to approve 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.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting a budget that are different from the procedures outlined in Texas Local Government Code Section 344.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and

WHEREAS, notice of public hearing on the proposed Fire District Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

WHEREAS, one (1) such public hearing was held on August 22, 2022, prior approval of such date being hereby ratified and confirmed by the Town Council acting as the Board of Directors for the Fire District, and all those wishing to speak on the budget were heard; and

WHEREAS, the Town Council acting as the Board of Directors for the Fire District has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached is in the best interest of the Town of Flower Mound Fire District.

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

RESOLUTION NO. _____

PAGE 2

SECTION 1

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

SECTION 2

The budget attached in total hereto as Exhibit "A", and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

SECTION 3

No expenditure of the funds of the Fire District shall hereafter be made except in strict compliance with said budget except that, in the case of public necessity, the Town Council acting as the Board of Directors of the Fire District shall authorize amendments to said budget for emergency expenditures necessary to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

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

SECTION 6

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____

PAGE 3

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 19th DAY OF SEPTEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

RESOLUTION NO. _____

PAGE 4

EXHIBIT A

**Town of Flower Mound, Texas
FY 22-23**

**FIRE CONTROL, PREVENTION, AND EMERGENCY
MEDICAL SERVICES DISTRICT**

PROPOSED REVENUES	Fire District Sales Tax Fund
Taxes	\$ 4,176,810
Licenses and Permits	-
Intergovernmental Revenue	-
Charges for Services	-
Fines and Forfeitures	-
Interest Earnings	900
Interfund Transfer	-
Other Revenue	-
TOTAL REVENUE	\$ 4,177,710

PROPOSED EXPENDITURES	Fire District Sales Tax Fund
Town Manager's Office	\$ -
Legislative Services	-
Development Services	-
Community Services	-
Police Services	-
Financial Services	-
Fire & Emergency Services	3,396,878
Communications	-
Public Works	-
TOTAL EXPENDITURES	\$ 3,396,878
NET CHANGE	\$ 780,832

2022-2023 FUND BALANCE PROJECTION	Fire District Sales Tax Fund
Fund Balance 10/1/22	\$ 1,373,169
Revenue	4,177,710
Expenditure	(3,396,878)
Fund Balance 09/30/23	\$ 2,154,001



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: September 19, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Public Hearing to 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 \$0.405000 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022.**

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 allow taxpayers, in certain cases, to limit a tax increase. The Town is required to hold a public hearing on the tax rate before adopting a tax rate that exceeds \$0.385619 the no-new-revenue tax rate. The Town is also required to publish a notice in the newspaper, on TV, and web site before adopting a tax rate. During the public hearing, taxpayers will be given the opportunity to express their views about the rate as it is proposed.

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. The Town's voter-approval rate for FY 2022-2023 is \$0.406682.

The Denton Central Appraisal District and the Tarrant Appraisal District provide the final appraisal rolls during the budget process that are utilized by the Town in the calculation of the Town's property tax revenues. The Chief Appraisers certify the appraisal rolls that allow the Town to calculate and submit the no-new-revenue and voter-approval tax rates and estimate revenues. On August 8, 2022, the Town Council approved the certified estimate appraisal roll. The approval of the tax rolls is an annual process required by Section 26.09(e) of the Texas Tax Code.

This ordinance apportions the tax levy for the purpose of defraying the current expenses of the General Fund (i.e., \$0.360873) and for creating an interest and sinking fund for outstanding bonded indebtedness not otherwise provided for (i.e., \$0.044127); it also provides for the collection and payment of taxes, and assesses penalties and interest for the nonpayment of taxes within the time set.

An ordinance setting a property tax rate that exceeds the no-new-revenue tax rate (as with this ordinance) requires the affirmative vote of at least 60% of the members of the governing body.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$(58,472,077) (based on certified estimate 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: 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. Ordinance

DRAFT MOTION: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.405000 per \$100 of assessed value, which is effectively a 5.03 percent increase in the tax rate; and move to approve 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 \$0.405000 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022."

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, 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 A RATE OF \$0.4050 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2022; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE TOWN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2022 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council hereby finds that the tax rate for the fiscal year beginning October 1, 2022, and ending September 30, 2023, hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the Town Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023; and

WHEREAS, the Town Council provided notice of the no-new-revenue tax rate as required by law; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

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.

ORDINANCE NO. _____

PAGE 2

SECTION 2

There be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and for each fiscal year thereafter until otherwise provided, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Flower Mound, Texas, and not exempt by the Constitution of the State and valid state laws, a tax rate of \$0.4050 on each One Hundred Dollars (\$100) assessed value of taxable property, which shall be apportioned and distributed as follows:

- A. For the purpose of defraying the current expenses of the municipal government of the Town, a tax rate of \$0.360873 on each One Hundred Dollars (\$100) assessed value of all taxable property within the Town; and
- B. For the purpose of creating an interest and sinking fund to pay the interest and principal of all outstanding debt obligations of the Town, not otherwise provided for, a tax rate of \$0.044127 on each One Hundred Dollars (\$100) assessed value of all taxable property within the Town.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE INCREASED BY 5.03 PERCENT AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$24.70.

SECTION 3

All ad valorem taxes shall become due and payable on October 1, 2022 and all ad valorem taxes shall become delinquent after January 31, 2023. There shall be no discount for payment of taxes prior to said January 31, 2023. If any person fails to pay said ad valorem taxes on or before January 31, 2023, the following penalties shall be payable thereon, to-wit:

During the month of February 2023, six percent	(6%)
During the month of March 2023, seven percent	(7%)
During the month of April 2023, eight percent	(8%)
During the month of May 2023, nine percent	(9%)
During the month of June 2023, ten percent	(10%)
On or after July 1, 2023, twelve percent	(12%)

ORDINANCE NO. _____**PAGE 3****SECTION 4**

Taxes shall be payable at the offices of the Denton County Tax Office. The Town shall have available all rights and remedies provided by law for enforcement of the collection of taxes levied under this Ordinance.

SECTION 5

All delinquent taxes shall bear interest at the rate of twelve percent (12%) per annum, in addition to the penalties.

SECTION 6

The Town Council hereby approves the 2022 tax rolls of the Town of Flower Mound, Texas, in the amount of \$58,472,077, based upon the certified appraisal roll and roll under protest as approved by the Appraisal Review Boards of the Denton Central Appraisal District and the Tarrant Appraisal District, to be used for the authorized collection of ad valorem taxes for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.

SECTION 7

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2022 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2023.

SECTION 8

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the Town further provides that all 2022 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

SECTION 9

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 4

SECTION 10

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 the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11

The fact that it is necessary that this Ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, requires that this Ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 19th DAY OF SEPTEMBER, 2022.

APPROVED:_____
Derek France, MAYOR**ATTEST:**_____
Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: September 19, 2022

FROM: Chuck Russell, Principal Planner

ITEM: Consider a request for a Site Plan (SP22-0007 – Los Caminos Restaurant) to develop a restaurant, with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design and a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch. The property is generally located south of Lakeside Parkway and east of International Parkway. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 29, 2022, meeting.)*



SUMMARY DATA:

- Lot Size – 1.292 acres
- Zoning – MU-TMR(2) Subzone of the Lakeside DFW Mixed Use District
- Building square feet – 5,680 sf of enclosed restaurant space and 1,810 sf of open patio space
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the Lakeside DFW TIA
- Exception – Meritorious Design regarding building materials
- Waiver – Roof Pitch
- Incentives – None requested

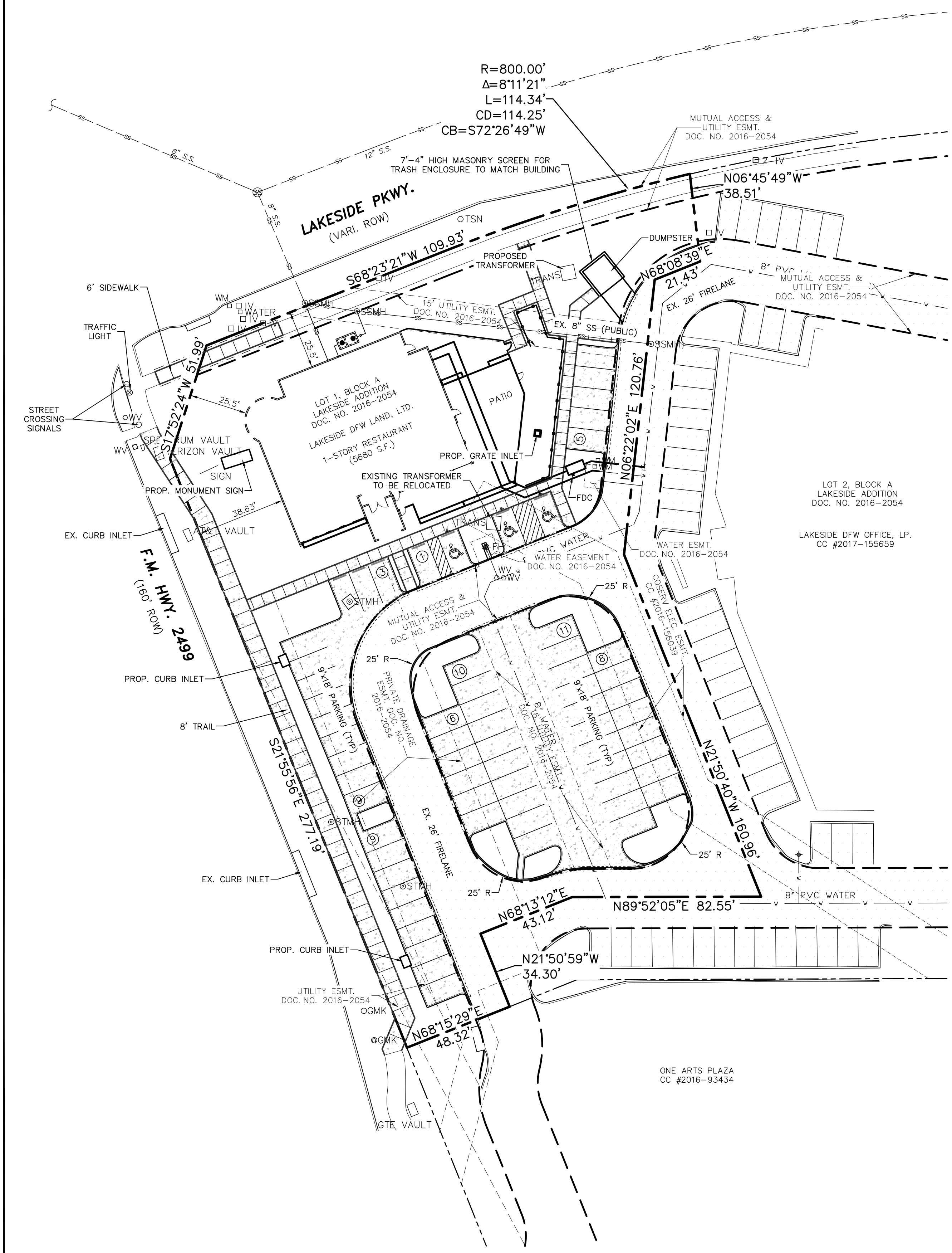
BACKGROUND INFORMATION: Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item. At the Planning and Zoning Commission, the applicant indicated the correct size of the outdoor patio is 1,810 square feet instead of the 2,496 square feet indicated on the original plans. The site plan has been revised accordingly.

ATTACHMENTS:

1. Corrected Site Plan
2. [Planning and Zoning Commission Staff Report Link](#)

LEGAL REVIEW: N/A

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



LEGEND

- WV WATER VALVE
- WM WATER METER
- STMH STORM SEWER MANHOLE
- SSMH SANITARY SEWER MANHOLE
- FH FIRE HYDRANT
- TRANS TRANSFORMER
- IV IRRIGATION VALVE
- TSN TRAFFIC SIGN
- EXISTING PAVING
- PROPOSED PAVING
- HANDICAPPED PARKING SIGN
- HANDICAPPED PARKING SPOT
- WHEEL STOPS

PLANNING NOTES

- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- SIGNAGE REPRESENTED ON THE PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND WILL REQUIRE A SEPARATE PERMIT.
- ALL PARKING SPACES ARE 9'X18'.
- ALL OUTDOOR STORAGE AREAS FOR MATERIALS, TRASH, MECHANICAL EQUIPMENT (TO INCLUDE GROUND-BASED SATELLITE DISHES), VEHICLES, AND FOUNTAIN EQUIPMENT (RETENTION PONDS) OR OTHER SIMILAR ITEMS SHALL BE SCREENED BY A SCREENING DEVICE OF SUFFICIENT HEIGHT, AND SUBJECT TO THE FOLLOWING CONDITIONS:
 - (1) WOOD FENCING OR SCREENING IS PROHIBITED.
 - (2) SMALLER ITEMS MEASURING THREE FEET IN HEIGHT OR LESS MAY BE SCREENED BY EITHER PLANT MATERIAL OR A WALL CONSTRUCTED OF OR FINISHED WITH MATERIALS THAT MATCH THE MAIN BUILDING OF THE SITE.
 - (3) DUMPSTER ENCLOSURES, AND SCREENING WALLS FOUR FEET IN HEIGHT OR GREATER SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:
 - (A) PRIMARY SCREENING SHALL CONSIST OF A WALL CONSTRUCTED OF OR FINISHED WITH MATERIALS THAT MATCH THE MAIN BUILDING OF THE SITE.
 - (B) LANDSCAPING SHALL BE ADDED ADJACENT TO AND ALONG AND ABOUT THE OUTER PERIMETER OF DUMPSTER ENCLOSURES AND LARGER SCREENING WALLS TO SOFTEN THEIR APPEARANCE EXCEPT WHERE DUMPSTERS AND THEIR ENCLOSURES ARE LOCATED BEHIND A BUILDING AND ARE NOT VISIBLE FROM A PUBLIC STREET.
 - (C) DUMPSTER ENCLOSURES SHOULD BE LOCATED AT LEAST 50 FEET OFF OF AND AWAY FROM ADJACENT ROADWAYS SO AS NOT TO BE VISIBLE FROM SAID ROADWAYS.
 - (D) ENHANCED LANDSCAPING IS REQUIRED FOR ANY DUMPSTER THAT IS LOCATED WITHIN 50 FEET OF A PUBLIC ROADWAY. ENHANCED LANDSCAPING SHOULD INCLUDE AESTHETICALLY DESIGNED PERIMETER SHRUBS, NATURAL GRASSES, AND CANOPY AND ORNAMENTAL TREES AS APPROPRIATE TO SOFTEN AND SCREEN THE DUMPSTER ENCLOSURE.
 - (E) ENCLOSURE GATES SHALL BE CONSTRUCTED OF SHEET METAL WITH STEEL FRAME AND PAINTED TO COMPLEMENT THE BUILDING.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. - PROHIBITED SIGNS.

GENERAL NOTES

- FLOOD NOTE: According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48121 C 0680 G dated April 18, 2011, this property is within Flood Zone X.

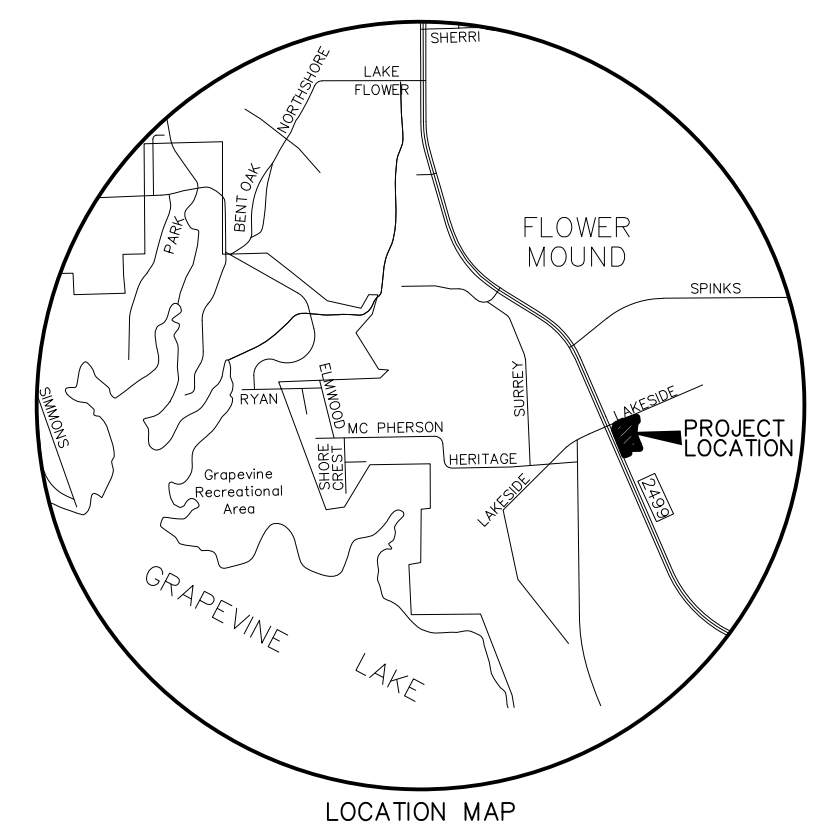
Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the Surveyor.

SITE DATA TABLE LOT 1

ADDRESS	880 INTERNATIONAL PARKWAY, FLOWER MOUND, TX, 75022
GROSS SITE AREA	1.292 ACRES
NET SITE AREA	1.292 ACRES
ZONING	PD MU-TMR(2) ORDINANCE NO. 09-18
CURRENT USE	VACANT
LOT COVERAGE DATA	
BLD. COVERAGE	10%/5,680 S.F.
IMPERVIOUS AREA	59%/33,073 S.F.
PERVIOUS AREA	31%/17,595 S.F.
REQUIRED PARKING	
RESTAURANT (1:100)(5,680 S.F.)	57
PATIO (1:100)(1,810 S.F.)	19
20% REDUCTION	-16
TOTAL	60
PROVIDED PARKING	
PROVIDED (ON SITE)	62
HANDICAP PARKING	3
TOTAL	65
BUILDING DATA	
BUILDING	1 STORY
PEAK HEIGHT	25'
MEAN HEIGHT	22.5'
TOTAL S.F.	5,680 S.F.
SETBACKS	
FRONT	0'
SIDE	0'
REAR	5'

MASTER PLAN FEATURES	
LAND USE PLAN	MIXED USE
URBAN DESIGN PLAN	LAKE SIDE BUSINESS DISTRICT
PARK AND TRAILS	8" TRAIL ALONG FM 2499
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	FM 2499 MAJOR ARTERIAL - 160' ROW; LAKE SIDE PKWY MAJOR ARTERIAL - VARIABLE ROW
WATER PLAN	LAKE SIDE - 8" WATER IN FIRELANE
WASTEWATER PLAN	LAKE SIDE - 8" SANITARY SEWER (NORTHEAST CORNER)
ECONOMIC IMPACT	NEW RESTAURANT



REVIEWED BY THE TOWN OF FLOWER MOUND AND RELEASED FOR CONSTRUCTION.

DATE: _____

BY: _____
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FLOYD E. MIDDLETON, JR., P.E. REGISTRATION #67449 ON 7-20-22. ANY ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
F. E. MIDDLETON, JR.
REGISTERED PROFESSIONAL ENGINEER
67449

No.	DATE	REVISION	APPROVED

**Middleton PROJECT ENGINEER:
& Associates, LLC.**

CONSULTING CIVIL ENGINEERS & LAND PLANNERS
TBPE #10900 © Copyright 2022
2785 ROCKBROOK DRIVE, SUITE 105
LEWISVILLE, TEXAS 75067 (972) 393-9800

SITE PLAN

LOT 1, BLOCK A LAKE SIDE ADDITION
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

Drawing File: 0050004PRESITE.DWG	DATE: 7-20-22	SCALE: 1"=30'	SHEET NO: SITE
Project No. 0050004			

THE PURPOSE OF THIS SITE PLAN IS TO BUILD A RESTAURANT ON LOT 1 OF BLOCK A

OWNER
LAKE SIDE DFW LAND, LTD
909 LAKE CAROLYN PKWY.,
SUITE 150
IRVING, TEXAS 75039
OF: 469-533-4129
SAM PAN



TOWN COUNCIL AGENDA ITEM NO. 17 REGULAR ITEM

DATE: September 19, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a Resolution to adopt a Board, Commission, and Committee Manual for the Town.

BACKGROUND INFORMATION: The topic of creating a Board manual was discussed by Council during the 2021 board and commission application process. Direction was given to Town staff to create a manual that current and prospective board members could use as a guide when considering serving or after they are appointed.

Since that time the Town Secretary's Office has been conducting in depth research and gathering best practice examples from other cities for this purpose.

A copy of the manual was circulated to all board liaisons and their input has been incorporated.

FISCAL IMPACT: N/A

LEGAL REVIEW: Bessie Bronstein, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Board, Commission, and Committee Manual and Resolution as to form and legality.

ATTACHMENTS:

1. Draft Resolution
2. Board, Commission, and Committee Manual

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

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. ____-22****A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS ADOPTING A BOARD, COMMISSION, AND COMMITTEE MANUAL; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has determined that the adoption and implementation of a manual that outlines the operational procedures of the Town's boards, commissions, and committees is in the best interest of the Town and its residents.

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

SECTION 1

The Board, Commission, and Committee Manual (the "Manual"), outlining the operational procedures of the Town's boards, commissions and committees, attached hereto and incorporated herein as Exhibit "A" to this Resolution, is hereby approved and adopted.

SECTION 2

In the event of a conflict between the Town Charter ("Charter") or the Code of Ordinances, Town of Flower Mound, Texas ("Code"), and the Manual, the Charter and the Code shall prevail.

SECTION 3

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

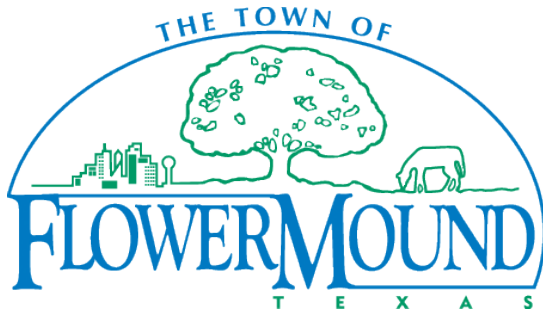
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 19th DAY OF SEPTEMBER 2022.

APPROVED:

Derek France
MAYOR

ATTEST:

Theresa Scott
TOWN SECRETARY



Board, Commission, & Committee Manual



*Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972.874.6000*

September 2022

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INTRODUCTION

Welcome!

The Town of Flower Mound has over ninety individuals that serve on fifteen boards, commissions, and committees who advise and assist in carrying out the functions of local government.

Throughout this manual, reference to “board(s)” should be interpreted to mean “commission(s)” and “committee(s)”.

As a board member you perform a public service to the Town and have both the obligation and an opportunity to provide input. This requires a thorough understanding of your role, as well as a willingness to engage constructively with the public, elected officials, and Town staff.

While no one document could adequately cover all aspects of serving on a Town board, this manual covers basic knowledge regarding the operations of most boards. It consolidates various topics and regulations into one place for quick reference. It is not intended to answer every question or address every matter that you may face as a board member. Based on your experience as a board member, you may have suggestions to improve this manual for future editions. We welcome your input.

Most boards are created by Town resolution or ordinance and members serve in an advisory role to the Town Council. They provide information, analysis, and recommendations to assist the Town Council in making important decisions. Some boards have specific authority to make binding decisions in certain areas, such as the Board of Adjustment; the Planning and Zoning Commission; and the Community Development Corporation. These boards generally derive their decision making authority from state laws.

This manual has been adopted by resolution of the Town Council and will be updated from time to time. If any provision of this manual conflicts with any Town Ordinance or the Town Charter, then the Ordinance or Charter shall prevail.

Thank you for your interest in serving the Town of Flower Mound!

Town Secretary's Office

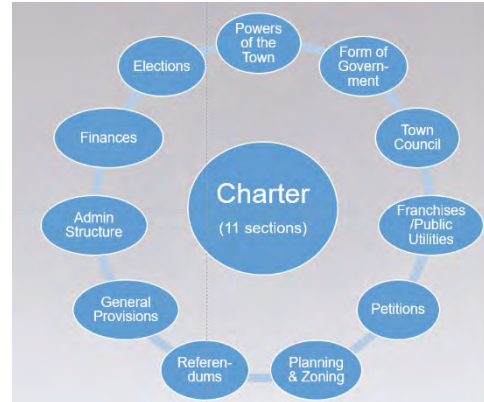
972.874.6076

Townsecretary@flower-mound.com

ARTICLE I FLOWER MOUND MUNICIPAL GOVERNMENT

1.01 Town Charter

The Flower Mound [Town Charter](#) was adopted in 1981 and is the basic governing authority of the Town. The Charter determines the form of municipal government, the composition, and powers of the Town Council, and establishes the legal framework necessary for the Town to function. The Charter provides for the operation of municipal functions under the council-manager form of government. Under this system, the Town Council serves as community leaders and policy makers and a professional manager oversee the daily operations of the Town.



1.02 Town Council

The [Town Council](#) consists of a mayor and five council members that serve as the legislative body of the Town; all of which are elected from the Town at large and serve three-year terms.

The mayor is a non-voting member of the council (except in the case of a tie vote) that serves as the ceremonial head and policy leader. The mayor presides at Town Council meetings, serves as spokesperson to the community, and facilitates communication and understanding between elected officials.

The council members are the policy makers elected to represent the entire community and concentrate on policy issues responsive to citizens' needs and wishes. As a legislative body, the council members are the community decision makers. They approve the budget and determine the tax rate. The council focuses on community goals, major projects, and long-term considerations such as community growth, land use development, capital improvement plans, and strategic planning.

The Town Council appoints the Town Manager, Town Secretary, Town Attorney, and municipal judge, all of which report directly to the council. All other employees of the Town report to the Town Manager.

1.03 Town Manager

The [Town Manager](#) is appointed by the council to serve the community through the professional administration of local government projects and programs. The Town Manager prepares the Town's annual budget for the council's consideration and approval; recruits, hires, and supervises the Town staff; and serves as the council's chief adviser by bringing forth objective information regarding policy matters. The Town Manager makes policy recommendations to the council, which the council may adopt, modify, or reject.

1.04 Town Secretary

The [Town Secretary](#) is appointed by the council. The Town Secretary administers the Town's board program, and is responsible for conducting Town elections, preparing and posting Town Council meeting agendas and minutes, serving as coordinator for the Flower Mound Citizen's Academy, and maintaining the official records of the Town. The Town Secretary serves as the staff liaison for the Charter Review Commission and Outstanding Citizenship Award Committee (when active), and the staff contact for the School Liaison Committee.

1.05 Town Attorney

The Town Attorney is appointed by the Town Council. The Town Attorney serves as the legal advisor, representing the Town's legal interests and rights. The Town Attorney attends the meetings of the Planning and Zoning Commission, and Board of Adjustment/Oil and Gas Board of Appeals given their quasi-judicial structure and decision making authority. Questions regarding legal matters should first be directed to the board liaison to determine if a consultation with the Town Attorney is needed.

1.06 Staff Liaison or Staff Contact

The Town Manager assigns a staff member to work with most boards.

Staff liaison role:

- 1) Prepare and provide meeting calendars, agendas, staff reports, and supporting information to the board members prior to meetings.
- 2) Ensure compliance with the Texas Open Meetings Act.
- 3) Respond to board member or public requests for information related to the business of the board.
- 4) Take meeting minutes, as applicable.

Board members do not have authority over the work program of Town staff. Rather, the liaison acts as an information resource and provides technical assistance to the board. Board members may not direct Town staff in the performance of their board-related activities, nor can they assign projects or direct the work of staff. A board may request staff's assistance on various projects; however, the Town Manager must approve all requests which create a substantial demand for a work product.

Staff contact role:

A staff contact serves mainly as a resource for the board to answer questions or provide general assistance to the board and may or may not attend meetings of the board. In this structure, typically one of the board members serves as secretary and takes minutes.

ARTICLE II PROCEDURAL INFORMATION

The following information contains general procedures applicable to most boards.

2.01 Qualifications



Most boards require members to be a resident, without regard to length of residency, and a registered voter at the time of their appointment. There are some exceptions where members can be residents of the county or Flower Mound business owners. Some boards have specific job titles (e.g. real estate representative or developer, veterinarian).

2.02 Appointments

The Town Council is responsible for making appointments for board positions. Applicants are considered on a Town wide basis with a review of qualifications, willingness to serve, and other factors, and without regard to age, race, color, national origin, religion, gender, or disability.

2.03 Service Term and Resignations

Members are usually appointed to a two-year term and with no term limits. All board members serve at the pleasure of the Town Council and may be removed before their term of office expires.

Exception: Board of Adjustment members may only be removed when their term has expired or for cause on a written charge after a public hearing ([LGC 211.008](#)).

A member's appointment to a board can be terminated by written resignation from the member to the Town Secretary or board liaison.

2.04 Election of Officers

Procedures for the election of a chair and vice chair (officers) ensures meetings are conducted in an orderly manner. Except as otherwise provided by state or federal law, Town Charter, or Town ordinance or resolution, election of officers for Town Council appointed boards will be as follows:

- a) The chair and vice-chair will be elected by voting board members for most boards.
- b) The Town Council has the sole authority to appoint the chair for some boards (e.g., Tax Increment Reinvestment Zone, and Charter Review Commission).
- c) Election of officers shall be held annually as soon as practicable after the annual appointment process. If, for any reason, the chair or vice-chair vacates their seat, a special election should be held by the voting members to fill the unexpired term. A temporary chair may be selected by the board.

Depending on the board structure, the chair may or may not vote on matters coming before the board, and as follows:

Chair Votes (only if a tie)	Chair Votes	Not Applicable
Animal Services Board	All Together Flower Mound Commission	Capital Improvements Advisory Committee
Cultural Arts Commission	Board of Adjustment	Community Development Corporation
Environmental Conservation Commission	Oil & Gas Board of Appeals	School Liaison Committee
Parks Board	Tax Increment Reinvestment Zone	SMARTGrowth Commission
Planning & Zoning Commission		Veterans Liaison Board
Transportation Commission		

2.05 Oath of Office and Anti Bribery Statement

Public “officers” are required to take the [oath of office](#) and sign the [anti-bribery statement](#) as required by the Texas Constitution. This includes all members of the Planning and Zoning Commission, Board of Adjustment/Oil and Gas Board of Appeals, and Community Development Corporation. For all other boards, only board chairs and vice chairs are required to take an oath of office and complete additional paperwork. Consult the Town Secretary’s office to make sure you have taken and signed such oath within a timely manner.



2.06 Role of an Alternate

Alternates serve as voting members in the absence of a regular member. In determining which of the alternate members shall serve in the absence of a regular member, for most boards the alternate member with the longest tenure shall so serve. If for any reason the alternate member with the longest tenure is unable to serve, the second alternate member shall so serve, and so forth.

Alternates are encouraged to attend all meetings to remain apprised of the board work product, and to actively participate in all discussions.

2.07 Attendance

Because your viewpoint is valuable to the Town Council, they take your appointment, attendance, and involvement on a board very seriously and ask that you do also.

The Town Council is aware that board members have careers and other responsibilities that demand their time. However, because of the importance of citizen boards, the Town Council asks that each board member, including both regular and alternate members, make every effort to attend all meetings of the

board and notify the staff liaison in advance if they will be unable to attend a meeting.

Consideration shall be given to absences such as personal or family illness, death of a family member, jury duty, service in the armed forces, or attending a seminar involving municipal matters of importance to the member's duties, absence necessary for the member's business or employment, and any related emergencies or other matters determined by the Town Council to be excusable.

Should a board member fail to notify the board liaison after three consecutive regular meetings of the board, or if the reason for their absence is not as described in the above referenced paragraph, the board liaison will inform the Town Secretary who will then let the Town Council know of the absences for any action deemed necessary.

The attendance of all members shall be recorded by the staff liaison or board secretary and provided to the Town Secretary annually upon request.

2.08 Vacancies

Vacancies generally occur when a member resigns or moves out of Town. Board members should notify their staff liaison or staff contact immediately once that vacancy is confirmed. The staff person will inform the Town Secretary's office, who will in turn notify the council of the vacancy. Council action in the way of a replacement will be timely if the vacancy creates a hardship in the board's ability to conduct business, or if the vacancy is early in the fiscal year. Otherwise, a replacement may be delayed until the Town's annual board process takes place in the fall.

A vacancy can also be created if council action is taken to remove a member, and regardless of service term.

2.09 Orientation and Training

Town Sponsored Training ([Ord. 12-21](#))

Members of any Town board shall complete the Town sponsored new member orientation training within 90 days of their appointment. Such training may be completed either by attending a live training session offered by the Town (preferred), or by watching a video provided by the Town. This training is in addition to the state Open Government training.



Open Meetings Act and Public Information Act Training

The [Open Meetings Act](#) and the [Public Information Act](#) impose mandatory open government educational requirements on elected and appointed officials. Each board member is required to take this training within 90 days after their appointment. Training videos are available online at www.oag.state.tx.us.

External Training

Other training opportunities may be made available through area governmental organizations such as North Central Texas Council of Governments, Texas Municipal Clerks Association, or Texas Municipal League. The Town Secretary's office or staff liaison will make the outreach to board members based on relevance and availability of funds.

2.10 Rules of Procedure



Most boards establish their own rules and procedures that govern its operation. Those rules will be discussed in detail with your staff liaison or staff contact.

The rules of procedure must accommodate the public on agenda items and public hearings prior or during the item(s) to be heard. The Town Council adopted the following rules regarding the public's right to address the governmental body, which includes the Town Council and all boards ([Res 26-19](#)):

1. Every open meeting will include a public comment section on the agenda that will be placed immediately after the invocation and pledge, as applicable.

Each printed or online public comment form will include the following instructions:

- a. Turn in this form to the Town Secretary or board liaison prior to the time the meeting is scheduled to begin and up to when the public comment portion of the meeting has concluded.
- b. State your name and address when you begin your remarks.
- c. Speakers are limited to 3 minutes. Time limits may be adjusted by the Mayor or Chairperson.
- d. If you wish to speak about an item that is a Public Hearing, you will be called after the Mayor or Chairperson opens the Public Hearing for that item.
- e. Remarks that are prohibited by law will not be tolerated.
- f. Any person wishing to make a presentation that includes any form of electronic media must provide that digital file to the Town Secretary's Office, or other appropriate department, by 12:00 p.m. on the day of the meeting for review by the staff. The file must be compatible with the Town's technology equipment. Presentations shall not contain information that is prohibited by law.

The Texas Open Meetings Act restricts members of the governing body, or board from discussing items not posted on the agenda. If the topic is not a posted agenda, action or responses to a speaker's remarks by members of the governing body, or board, is limited to either a statement of fact, recitation of existing policy, or a proposal to place the subject on the agenda for a future meeting.

The Town Council has adopted Robert's Rules of Order to serve as a guide on all questions of procedure not addressed by provisions of the Town Charter or contained within the Code of Ordinances. In the event of a conflict between the Charter or Code of Ordinances and Robert's Rules of Order, the Charter and/or Code of Ordinances shall prevail.

For more information:

- [Parliamentary procedures at a glance](#)
- [Public hearing format and procedure](#)

2.11 Minutes

The staff liaison will take meeting minutes in a form consistent with Town Council meeting minutes. Minutes of the meeting will be presented for approval by the members present at the next meeting with revisions, corrections, or amendments being made at that time. For retention purposes, approved minutes shall be stored in accordance with the Town's Records Retention Program.

For some boards there will be a secretary, selected by the members, that takes the minutes, as applicable. Minutes are not required for the School Liaison Committee or the Veterans Liaison Board.

2.12 Communication with Town Council

Staff liaisons will seek input from boards for work topics and priorities for council discussion and consideration during their annual strategic planning session.

Boards and commissions may occasionally participate in a joint work session with council when more immediate feedback or input on a topic is needed.

Some boards are required to provide annual reports to the Town Council. Other boards may be periodically asked to report on their activities, accomplishments, projects, and initiatives.

Board and commission members are encouraged to first contact their staff liaison regarding policy matters that fall within the scope and purpose of the board. The mayor or any member of council may also be contacted [individually](#) or collectively at Towncouncil@flower-mound.com.

2.13 Communication with Media and Social Media

Should you choose to post information on social media sites or communicate with the media, please refrain from using your title so it doesn't give the impression you are making a statement or opinion that is representative of the entire board you serve on. This also applies when speaking to others. Make it clear that you are speaking in your personal capacity.



2.14 Communication with the Public

A group email exists for each board to provide the public a way to offer input regarding agenda items coming before the board (e.g. PZ@flower-mound.com, ParksBoard@flower-mound.com, etc.). Due to open meeting and public information regulations, this is a one way communication from the public to board members. Staff will respond to any questions asked and will summarize any echoing issues or concerns as part of their presentation for that item.

The staff liaison or contact manages the group email distribution list.

2.15 Being an Effective Board Member

The role of a board member is to bring their experience and insight to the board and deliberate with other members to reach decisions that fulfill the purpose of the board in the best interest of the citizens it serves, and with consideration to applicable laws. Several strategies may be used to be an effective board member:

- a) **Be prepared.** Reading your agenda packet prior to the board meeting is essential. Thorough preparation will enhance the ability to actively participate in the meeting.
- b) **Ask questions.** Board members are not expected to know everything. When policy is discussed or deliberations are held on decisions, these are key moments to ask questions to facilitate learning. Seek clarification from those presenting during the meeting.
- c) **Know the law.** New regulations are continually revised and updated. Stay apprised to changes that impact the board you serve on.
- d) **Maintain focus.** Being a board member requires being attentive and open to learning new things. Remain engaged in the meeting and avoid distractions that can steal your attention such as smartphones and other devices.
- e) **Be courteous.** Every member's contribution is significant and important. All members should be treated equally and with the utmost respect and courtesy when sharing thoughts, ideas, and suggestions. Those viewpoints are crucial to help in the decision making process.
- f) **Be punctual.** Make every attempt to arrive on time to meetings and let your board liaison know if you will be absent. Unexpected absences can cause a meeting to be cancelled if not enough members are present to establish a quorum. If a quorum is not present the board will be unable to conduct business, so as a courtesy to your fellow board members and the public, please provide advance notice of any absences.
- g) **Active participation.** Passivity breeds inactivity. Rather than reacting to what occurs, be pro-active in thinking. Asking appropriate questions, requesting important information, and participating in discussions will be beneficial in your role as a board member.
- h) **Watch.** You may wish to review materials or videos from prior meetings to familiarize yourself with topics that come before the board you serve on, as

applicable. Most board meetings are streamed live via [FMTV](#), recorded, and archived.

2.16 Security

There are security measures in place in Jody Smith Hall should the need ever arise. Your staff liaison will provide an overview of those measures and the evacuation plan.

ARTICLE III ETHICS AND CONFLICTS OF INTEREST

3.01 Ethics

The Town Council has adopted an ethics policy that applies to all council members and appointed Town officials, including board members. [Click here](#) for detailed information about the Town's Code of Ethics. The Town's Code of Ethics is substantially stricter than Texas state law. Please familiarize yourself with these regulations.

3.02 Conflict of Interest

The State's conflict of interest law, [Chapter 171 of the Texas Local Government Code](#), although only applicable to officers of the Town, has been made applicable to all board members by practice. However, penal provisions of Chapter 171 are not applicable to advisory board members.

Chapter 171 requires a board member with substantial interest in a business entity or real property to file an affidavit with the staff liaison and abstain prior to a vote or decision on any matter involving the business entity or real property if the action on the matter will have a special economic effect on the business entity distinguishable from the effect on the public, or if it is foreseeable that the action on the matter will have a special economic effect on the value of the real property, distinguishable from its effect on the public. For example, the Attorney General (AG) has opined that a special economic effect on the value of real property distinguishable from the effect on the public exists when a Planning and Zoning board member has an interest in real property located within 200 feet of property being rezoned. However, the AG made it clear that these evaluations are highly fact intensive. Ask yourself the question, will this action before my board affect the value of my real property in a manner that is different from the public at large?

You have a substantial interest in a business entity if:

1. You own 10 percent or more of the voting shares of the business entity or own either 10 percent or more or \$15,000 or more of its fair market value;
2. You received funds from the business entity exceeding 10 percent of your gross income for the previous year.

You have a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

You have a substantial interest if your close relative within the first degree of consanguinity and affinity has a substantial interest.

A violation of chapter 171 is a Class A misdemeanor.

If you think you have a Chapter 171 conflict, contact the staff liaison prior to the meeting to sign the required affidavit. The affidavit must be signed prior to the item being considered. You, or the presiding officer, should also announce that you have a conflict at the meeting and excuse yourself from the room while the item is being considered. You should not participate on the matter, including contacting members of the board or staff concerning the matter.

[Click here](#) for the memo written by the Town Attorney on this topic.

3.02.1 Appearance of Conflict

There are times you will have a perceived conflict of interest even though it is not a conflict that is prohibited by law. In those cases, you should make a judgment call as to whether you should abstain from the matter. If you think the perceived conflict affects your ability of independent judgment or there is a strong appearance that you lack the ability to remove yourself from the perceived conflict in making a decision, you should carefully consider whether abstention is appropriate. Often, these are difficult judgment calls for which there are no absolute right answers. In making your decision, you should weigh the harm of participating against your general duty to serve on the board. You have a duty to participate and vote on all matters that come before the board, unless you have a conflict, or you lack information to decide the issue. Do not hesitate to consult with the Town Attorney's office for guidance.

3.02.2 Chapter 176 Conflicts Disclosure

[Chapter 176](#) of the Texas Local Government Code requires you to file a Conflict Disclosure Statement with the Town Secretary if you or your family member:

- a) Has an employment or business relationship with a Town contractor or vendor that results in taxable income.
- b) Received or accepted one or more gifts from a Town contractor or vendor (excluding gifts of food, lodging, transportation, or entertainment accepted as a guest) with an aggregate value of \$250 in the preceding 12 months. You are required to file the form within seven days after you become aware of the relationship with the Town. The Conflict Disclosure Statement is signed under penalty of perjury, and it is a Class C misdemeanor to fail to timely file the form. However, it is a defense to prosecution if you file the Conflict Disclosure Statement not later than the seventh day after you receive notice of violation. Therefore, you have two chances to comply.

3.02.3 Incompatibility of Office

The common law doctrine of [incompatibility of office](#) prohibits you from holding two conflicting public offices. You cannot hold another public office that conflicts with your duties with the board. Because this is very fact sensitive, you should consult with the Town Attorney's office if you hold another public office. You should do this prior to serving as a governmental board member, as your acceptance of the governmental board appointment may result in the automatic forfeiture of your other public office.

ARTICLE IV TEXAS OPEN MEETINGS ACT



Most Town boards must comply with the Texas Open Meetings Act (the “Act”)([Government Code Chapter 551](#)). There are exceptions for some recommending boards or committees based on their duties or how they are structured.

The act generally provides that meetings of a governmental body shall be public. Written notice must be given of dates, times, and locations of all meetings. Minutes of each meeting must be taken, and a record of votes and decisions kept as public record. The board liaison will ensure the agenda is properly posted and minutes are taken, as applicable. There are criminal penalties for holding an unauthorized closed meeting for boards with decision making authority.

When a quorum is anticipated in any given place where Town business is being discussed, the meeting should be posted as a precautionary measure to avoid the accusation of attempting to conduct Town business in private. Board discussion during meetings should be limited to only those items listed on the posted agenda. Conversation or action on items not posted on the agenda would be considered a violation of the act. The Open Meetings Act does not apply to purely social gatherings, conventions, or workshops. Any specific questions or issues should be referred to the Town Attorney’s office through the staff liaison.

All board members are required to take the Texas Open Meetings training within 90 days of their appointment.

For more detailed information about the Act, such as what constitutes a meeting, notice requirements, open/closed session rules, and penalties and remedies for violations of the act, see click on the following link for the [Texas Open Meetings Act Handbook](#) produced by the Texas Attorney General.

ARTICLE V PUBLIC INFORMATION ACT

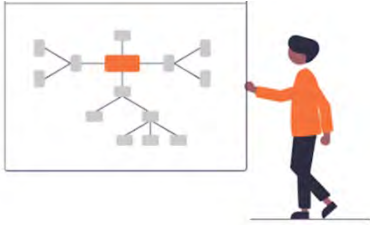
The [Texas Public Information Act](#) (the “Act”), provides all public records must be open to inspection and copying unless otherwise made confidential by law. All board members are subject to the Act. For this reason, it is a good approach to always presume that the public has access to the contents of board files and records, including email, text messages, and social media as it relates to Town business. Treat the contents of all communication in a professional manner.

Rule of Thumb: Ask yourself, would I want to see what I wrote in the local paper, posted in social media, or recited during a public meeting?

As part of your orientation as a new board member, and in accordance with [Government Code 552.024](#) you will be asked to complete a form that indicates your preference as to what information you would allow the public access to as it relates to home address, home telephone number, emergency contact information, or that reveals whether the person has family members. This form should be completed and signed no later than the 14th day after appointment.

The Town seeks emergency contact information from all board members in the event a medical emergency should arise during your time of service.

ARTICLE VI BOARDS, COMMISSIONS, AND COMMITTEES



The Town has fifteen (15) active [boards](#) that serve the citizens of Flower Mound. Some carry decision making authority and others provide recommendations to Council for final approval. The board recommendation is made known at the end of an agenda caption in the Town Council agenda (i.e. *(name of board) recommended approval by a vote of X to X at its (date), meeting.)* or

included in the staff report for that item.

Ad hoc boards may be temporarily created and terminate upon completion of a specific task or special purpose for which it was created, or when abolished by a majority vote of the Town Council.

The Town Council appoints members to some external boards, such as the Denton County Transportation Authority, in that Flower Mound is allocated one member to serve on the board due to population.

Each Town board is listed below, and includes:

- a) Overview
- b) Powers and duties
- c) Member makeup
- d) Meeting frequency
- e) Board URL or additional information
- f) Board liaison or staff contact

Some items require action from multiple boards for a recommendation, as illustrated below:

K. REGULAR ITEMS

3. College Parkway Extension (MPA15-0006)

Public Hearing

Public Hearing to consider a request for a Master Plan Amendment (MPA15-0006 – College Parkway Extension) to amend Section 3, Specific Plans, and Section 7.0, Thoroughfare Plan, to change the designation and design of the College Parkway Extension west of Long Prairie Road, and to amend corresponding sections and development controls outlined within Specific Plan Area 5 (SPA 5) that apply to the College Parkway Extension, and to consider adopting an ordinance providing for said amendment. ~~The property is generally located west of Long Prairie Road and north and east of Rippy Road.~~ *(The Transportation Commission recommended approval of the Thoroughfare Plan amendment by a vote of 4 to 0 at its April 14, 2015, meeting.) (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 27, 2015, meeting.)*

6.01 All Together Flower Mound Commission

Overview:	To have representatives from the community serve in an advisory role on matters pertaining to characteristic of a welcoming community such as cultural appreciation, newcomer services, social engagement opportunities, and positive relationships with Town staff and elected officials.
Powers & Duties:	a) Serve as an ambassador to help promote new and existing programs and services within the Town. b) Serve as an information resource on the Town's All Together Flower Mound webpage. c) Serve in an advisory role in generating ideas and solutions with the goal of identifying opportunities that increase resident engagement and Town participation with a focus on community unity. d) Collaborate with local groups to help leverage knowledge, expertise, and resources. e) The Commission shall remain non-partisan and non-political in all decisions and activities. f) The Commission may have other responsibilities as authorized or assigned by the Town Council.
Members:	Seven members, including a chair, vice-chair, and secretary.
Meetings:	No set schedule; however, at least quarterly, and typically at 6:30 p.m.
Board URL:	All Together Flower Mound
Board email:	ATFM@flower-mound.com
Staff Contact:	JP Walton, Strategic Services Manager, 972.874.6081, jp.walton@flower-mound.com

6.02 Animal Services Board

Overview:	Serves in an advisory capacity to the Town Council in matters pertaining to the animal shelter complying with the laws set forth in the Texas Rabies Control Act. The board shall assist the animal shelter in complying with the requirements of Chapter 823 of the Health and Safety Code.
Powers & Duties:	a) The board will serve in an advisory capacity to the Town Council in matters pertaining to the animal shelter and/or animal control issues. The board may provide recommendations to the Town Council regarding its compliance with the Texas Rabies Control Act of 1981, as amended, and may recommend improvements to the efficiency and cost effectiveness of the Town's animal control program. b) The board shall assist the animal shelter in complying with the requirements of Health and Safety Code, Ch. 823, as amended.

- c) The board shall perform such other duties as prescribed by the Town Council by ordinance or resolution.

Members: Seven members and two alternates, including:

- a) One licensed veterinarian.
- b) One county or municipal official.
- c) One person whose duties include the daily operation of the animal shelter.
- d) One representative from an animal welfare organization.

Members and alternates shall be resident citizens, Town employees or business owners in the Town.

Meetings: Must meet a minimum of three times per year, and typically with a 6:30 p.m. start time.

Board URL: [Animal Services Board](#)

Board email: ASB@flower-mound.com

Staff Liaison: Christine Hastings, Animal Services Manager, 972.874.6389, Christine.Hastings@flower-mound.com

6.03 Board of Adjustment

Overview: A quasi-judicial board which hears and decides on matters related to property rights for appeals, variances, and special exceptions.

Powers & Duties: Shall have the power to impose reasonable conditions to ensure compliance and protect adjacent property:

- a) To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official of the Town in the enforcement of subpart B of the code, pursuant to section 78-84, appeals.
- b) To permit variances or modifications of the height, yard, area, coverage, and parking regulations, pursuant to section 78-85, variances.
- c) To hear and decide special exceptions to the terms of subpart B of the code, pursuant to section 78-86, special exceptions.

Members: Five regular members and three alternates.

Meetings: Second Wednesday of the month as needed, typically with a 6:30 p.m. start time.

Board URL: [Board Of Adjustment](#)

Board email: BOA@flower-mound.com

Staff Liaison(s): Joelle Hainley, Building Official; Chris Pamplin, Assistant Building Official; Emily Chapman, Administrative Assistant, 972.874.6356, buildinginspections@flower-mound.com

6.04 Capital Improvements Advisory Committee

Overview:	Committee required to fulfill the duties required by state law (Local Government Code 395) pertaining to the assessment and collection of impact fees.
Powers & Duties:	The committee reviews projects, collected impact fees, and streets, water, and wastewater plans.
Members:	The Planning and Zoning Commission serves as the members of this board (two year terms), including one real estate representative and one development community representative (three year terms).
Meetings:	Bi-annually as needed and typically in conjunction with a scheduled Planning and Zoning meeting, and typically at 6:00 p.m.
Board URL:	Capital Improvement Advisory Committee
Board email:	PZ@flower-mound.com
Staff Liaison(s):	Lexin Murphy, Director of Planning Services, 972.874.6351, lexin.murphy@flower-mound.com Brian Waltenburg, Assistant Director of Engineering, 972.874.6234, brian.waltenburg@flower-mound.com

6.05 Community Development Corporation

Overview:	Accomplish public purpose of, and to act on behalf of, the Town of Flower Mound, and the specific purposes for which the corporation is organized and as further defined below.
Powers & Duties:	With Town Council approval, may issue bonds on behalf of the Town and expend the proceeds of any sales and use tax levied for projects authorized by Section 4B of Article 5190.6 of the Texas Revised Civil Statutes, as amended, for land, building, equipment, facilities, and improvements required or suitable for use for public park purposes and events, including parks and park facilities, and the maintenance and operation expenses for any of the above described projects.
Members:	Seven directors. Not more than four directors shall be persons who are employees, officers, or members of the governing body.
Meetings:	As needed.
Board URL and Additional Information:	Community Development Commission CDC Articles of Incorporation
Board email:	CDC@flower-mound.com

Staff Liaison: Chuck Jennings, Director of Parks and Recreation, 972.874.6273, chuck.jennings@flower-mound.com

6.06 Cultural Arts Commission

Overview: Serves in an advisory capacity to the Town Council and Town staff on policies, services, and programs related to cultural arts programs, art in public places, and library services.

Powers & Duties:

- a) Meetings will be held as needed to accomplish the goals of the commission.
- b) Will advise the Town Council and Town staff regarding policies, services and programs, including but not limited to, cultural arts programs, art in public places, library programs, and library collection development and fines.
- c) Will review and make a final determination of any request for reconsideration for the removal of library materials.
- d) Will guide the vision for public art in the Town of Flower Mound, maintain a roster of artists, solicit and recommend to the Town Council art for both permanent and temporary displays in the Town.
- e) Will be responsible for identifying and securing funding for the purchase of artwork or for the installation of donated art work.
- f) Will have those other responsibilities as outlined in the Public Arts Policy or as assigned by the Town Council.
- g) The recording of minutes of all commission meetings shall be the responsibility of the Town staff.

Members: Six regular members and two alternates.

Meetings: Meets the fourth Thursday of January, March, May, July, September, and October at 6:30 p.m.

Board URL: [Cultural Arts Commission](#)

Board email: ArtsCommission@flower-mound.com

Staff Liaison: Sue Ridnour, Director of Library Services, 972.874.6151, sue.ridnour@flower-mound.com

6.07 Environmental Conservation Commission

Overview: Serves in an advisory capacity on matters pertaining to the conservation of natural resources and building an environmentally sustainable community.

Powers & Duties:

- a) Open space. Promote the Town's open space plan and its components and facilitate relations between landowners and land trusts. Develop and implement appropriate land protection techniques and tools for preserving open,

productive agricultural, natural and scenic lands, while creating compatible recreational resources where appropriate.

- b) Conservation projects. Review, evaluate and/or propose conservation projects in relation to objectives expressed in the open space plan and advise Town Council on appropriateness of conservation incentives.
- c) Water quality and conservation. Advise the Town Council relative to water conservation and the future character and health of the Town's bodies of water, stormwater, ground water, and surface water to include reviewing water quality and conservation program activities, prioritizing actions and plans, and public education.
- d) Tree preservation. Oversee and advise the Town Council and staff in policy matters relative to tree preservation. Promote tree care, planting, and the proper management of urban forests.
- e) Special matters. Consider, investigate, report and/or recommend upon any special matter or question coming before the commission within the scope of its duties and responsibilities or referred to it by the Town Council or Town Manager.
- f) Outdoor learning area. Assist in the enhancement, promotion, and preservation of the Town's tree farm and outdoor learning area.
- g) Recruitment and funding. Assist and advise the Town Council and staff in recruitment of volunteers, facilitating grant applications, and seeking contributions to support environmental initiatives.
- h) Public engagement. Promote public awareness and community outreach programs related to environmental initiatives.
- i) Advisory resources. The commission may form subcommittees, recruit unpaid advisors, hold public hearings, encourage the interest of other organizations in its objectives, and engage in similar activities which in its judgment may assist it in making recommendations and promoting environmental conservation.
- j) Regulations. The commission may propose adoption, amendment, or repealment of regulations to Town Council as deemed necessary or desirable in order to carry out its powers and duties.
- k) Reporting. The commission shall submit to the Town Council, not less than every 12 months, a report of its progress and recommendations.

- l) Sustainability. The commission shall develop, oversee, and promote the Town's sustainability plan and its components.

Members: Seven regular and three alternates.
Meetings: First Tuesday of the month at 6:30 p.m.
Board URL: [Environmental Conservation Commission](#)
Board email: ECC@flower-mound.com
Staff Liaison: Matthew Woods, Director of Environmental Services, 972.874.6340, EnvironmentalServices@flower-mound.com

6.08 Oil and Gas Board of Appeals

Overview: Hear and decide appeals of orders, decisions, or determinations made by the oil and gas inspector relative to the application and interpretation of Code of Ordinance.

Powers & Duties: The Oil and Gas Board of Appeals performs the following duties:

- a) Hears and decides appeals of orders, decisions, or determinations made by the oil and gas inspector.
- b) Hears and decides variance requests to Chapter 34 Oil and Natural Gas Drilling Ordinance.
- c) Hears and determines appeals where it is alleged there is error or abuse of discretion regarding the issuance of an oil, gas, or combined well permit or the revocation or suspension of any permit issued.
- d) Decisions by the board may be presented by the applicant to a court of record for an alternate decision.

Members: Comprised of the Board of Adjustment members.
Meetings: Third Wednesday of the month, as needed, 6:30 p.m.
Board URL: [Oil & Gas Board of Appeals](#)
Board email: BOA@flower-mound.com
Staff Liaison(s): Matthew Woods, Director of Environmental Services
 Helena Lynch, Administrative Assistant, 972.874.6340
EnvironmentalServices@flower-mound.com

6.09 Parks Board

Overview: The Parks Board serves in an advisory capacity to the Town Council and staff in policy matters regarding parks and recreation.

Powers & Duties:

- a) Advise the Town Council and staff in policy matters regarding parks and recreation, including goals, objectives, and programs.

- b) Assist the Town Council and staff in the planning process for parks and recreation programs.
- c) Promote parks and recreation participation.
- d) Assist the Town Council and staff in the recruitment of volunteers.
- e) Advise the Town Council and staff regarding policies, services and programs provided or sponsored by the community services department. This includes but is not limited to: parks and recreation programming, senior citizen activities, and fees for community services programs and activities.
- f) Advise the Town Council and staff regarding revenues and expenditures from dedicated funding sources including the special activities fund, park development funds and any similar fund created to support the community services department.
- g) Promote the benefits of community services facilities, programs, and activities, and when necessary, solicit public volunteer assistance.
- h) 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*.
- i) Consider, investigate, make findings, report and recommend upon any special matter or question coming before the board within the scope of its duties and responsibilities or referred to it by the Town Council or Town Manager.

Members: Seven regular members and three alternates.

Meetings: First Thursday of each month.

Board URL: [Parks Board](#)

Board email: ParksBoard@flower-mound.com

Staff Liaison(s): Jade Olson, Administrative Assistant
 Chuck Jennings, Director of Parks & Recreation
 Mark Long, Assistant Director of Parks & Recreation
 John Habern, Parks, Trails & Landscape Manager
 Clayton Litton, Park Superintendent
 972.874.6425, parks@flower-mound.com

6.10 Planning and Zoning Commission

Overview: The Planning & Zoning Commission is part advisory to the Town Council and part quasi-judicial. The Commission exercises the duties and powers as may be now or hereafter conferred by the Town's Comprehensive Zoning Ordinance or applicable laws of the State of Texas.

Powers & Duties:	a) Hears, recommends, or determines any matter relating to zoning, planning, or subdivision control as they may be specified or required under the Town's Comprehensive Zoning Ordinance or applicable laws of the State of Texas b) Recommends the boundaries of the various zoning districts and appropriate regulations to be enforced therein under the Town's Comprehensive Zoning Ordinance or the laws of the State of Texas to the Town Council and to recommend approval or denial of zoning changes and regulations under the Town's Comprehensive Zoning Ordinance c) To recommend to the Town Council the boundaries of the various zoning districts and appropriate regulations to be enforced therein under subpart B of the code or the laws of the state and to recommend approval or denial of zoning changes and regulations under this subpart B. d) To hear, recommend or determine any matter relating to zoning, planning or subdivision control as they may be specified or required under subpart B of the code or applicable laws of the state. e) To exercise the duties and powers as may be now or hereafter conferred by subpart B of the code or applicable laws of the state.
Members:	Seven regular members and two alternates. Planning and Zoning members also serve on the Town's SMARTGrowth Commission and Capital Improvement Advisory Committee.
Meetings:	Second and fourth Mondays of the month.
Board URL:	Planning and Zoning Commission
Board email:	PZ@flower-mound.com
Staff Liaison(s):	Lexin Murphy, Director of Planning Services LauriAnn Cash, Executive Assistant 972.874.6350, planning@flower-mound.com

6.11 School Liaison Committee

Overview:	This committee was created to enhance the Town's current relationships with local educational institutions that serve the students and residents of Flower Mound. The purpose of this committee is to have representatives serve in an advisory and participant role on matters involving education that impact the citizens of Flower Mound.
Powers & Duties:	a) Create and maintain an education information resource on the Town's website.

- b) Work with various boards, Town Staff, the public and other organizations, to serve in both advisory and participative roles as it relates to coordinating activities and announcements.
- c) Help to foster a working relationship between the Town and schools.
- d) The School Liaison Committee may have other responsibilities as authorized or assigned by the Town Council.

Members: Three members with one representative of a local public school district, one representative of local private and Charter K-12 institutions, and one representative for institutions of higher education.

Meetings: At least quarterly.

Board URL: [School Liaison Committee](#)

Board email: SLC@flower-mound.com

Staff Contact: Theresa Scott, Town Secretary, 972.874.6076, Townsecretary@flower-mound.com

6.12 SMARTGrowth Commission

Overview: SMARTGrowth analysis, as required, shall apply to, and occur in conjunction with all applications for master plan amendments, zoning amendments, development plans, record plats and/or site plans, where applicable.

Powers & Duties: Performs duties below and all other powers as may be conferred by the Town Council:

- a) Conducts a review of the effectiveness of the SMARTGrowth Program in achieving its stated objectives.
- b) Conducts public hearings and meetings as necessary to obtain the requisite public comment and input to perform the powers and duties.
- c) Determines whether compliance with the SMARTGrowth Criteria has been maintained by all development applications and projects previously approved.
- d) Determines whether compliance with the SMARTGrowth Criteria is likely to be maintained in the future, based on short-range (one-to-two years) and mid-range (three-to-five years) forecasts.
- e) Performs the duties and responsibilities of the capital improvements advisory committee required by Chapter 395 of the Texas Local Government Code pertaining to the assessment and collection of impact fees.

Members:	Planning and Zoning members and one representative from the real estate industry, and one representative from the development industry. The Town Manager and Town Attorney, directors of planning and environmental services shall serve as ex-officio members.
Meetings:	As needed .
Board URL:	SMARTGrowth Commission
Board email:	PZ@flower-mound.com
Staff Liaison:	Lexin Murphy, Director of Planning Services LauriAnn Cash, Executive Assistant 972.874.6350, planning@flower-mound.com

6.13 Tax Increment Reinvestment Zone No. 1

Overview:	The Tax Increment Reinvestment Zone No. 1 (TIRZ) district was created in 2005. TIRZs are used as forms of tax increment financing, which is an economic development tool to incentivize both development and redevelopment. A TIRZ is not an additional tax. Instead, it establishes a “base tax value” for a designated geographic area. Once that base tax value is established, a TIRZ reallocates some or all of the additional ad valorem property taxes in the zone.
Powers & Duties:	This board carries out tasks designated by the Town Council along with the following duties: a) Ensures compliance of Chapter 311 in the Texas Tax Code for the operation of the TIRZ district. b) Reviews the annual report to be distributed to the chief executive officer of each taxing unit that levies property taxes on the real property in the reinvestment zone. c) Reviews the finance plan and the project plan making recommendations to Town Council for approval.
Members:	Three members appointed by the Town Council; two members appointed by the commissioner’s court of Denton County. The Flower Mound Mayor and Town Manager shall serve as ex officio non-voting members.
Meetings:	At least once per year, on an as-needed basis.
Board URL & Additional Information:	Tax Increment Reinvestment Zone TIRZ FAQ’s
Board email:	N/A

Staff Melody Eby, Economic Development Specialist, 972.874.6044
Liaison: melody.eby@flower-mound.com

6.14 Transportation Commission

Overview:

- a) Advise Town Council staff regarding changes to regulatory traffic control, prioritization of transportation improvements, changes to the thoroughfare plan, and implementation of reduced neighborhood speed limit policy.
- b) Advise Town Council and staff regarding the implementation of the neighborhood traffic management policy.
- c) Provide recommendations to the Town Council and staff regarding the short-term and long-term transportation needs of the Town.
- d) Listen to unique citizen concerns relative to transportation.
- e) Perform such other duties as the Town Council may prescribe by ordinance or resolution.

Powers & Duties:

- a) Provide recommendations to the Town Council and staff regarding the short-term and long-term transportation needs of the Town.
- b) Advise the Town Council and staff regarding the implementation of the neighborhood traffic management policy.
- c) Advise the Town Council and staff regarding changes to regulatory traffic control, prioritization of transportation improvements, changes to the thoroughfare plan, and implementation of the reduced neighborhood speed limit policy.
- d) Listen to unique citizen concerns relative to transportation.
- e) Perform such other duties as the Town Council may prescribe by ordinance or resolution.

Members: Seven regular members, two alternates.

Meetings: Second Tuesday of the month (subject to change; however, at least four times per year).

Board URL: [Transportation Commission](#)

Board email: TRC@flower-mound.com

Staff Matt Hotelling, Senior Engineering Transportation Manager,
Liaison: 972.874.6303, transportation@flower-mound.com

6.15 Veterans Liaison Board

- Overview:** The Veterans Liaison Board was created to enhance the Town's current programs and services that honor our community's men and women who served, or are currently serving, in the U.S. Armed Forces. The purpose of the board is to have representatives from the Veteran community serve in an advisory and participative role on matters pertaining to Veteran's affairs.
- Powers & Duties:**
- a) Serve as an information resource on the Town's [Veterans portal website](#).
 - b) Work with various boards, Town staff, the public and other organizations, to serve in both an advisory and participative role in coordinating Veterans events, activities, and announcements.
 - c) Help to maintain a positive relationship between the Town and Denton County Veterans and other area Veteran support organizations.
 - d) The Veterans Liaison Board may have other responsibilities as authorized or assigned by the Town Council.
- Members:** Six members total, with five of the six required to be currently serving in the military or hold a Veteran status.
- Meetings:** Meets quarterly or as-needed.
- Board URL:** [Veterans Liaison Board](#)
- Board email:** VLB@flower-mound.com
- Staff Contact:** David Powell, 972.874.6300, david.powell@flower-mound.com

ARTICLE VII

CONTACTS AND RESOURCES



The following organizations or contacts are provided to assist you in gaining local government knowledge that may be helpful and applicable in your role as a board member:

American Planning Association (APA)	National League of Cities
National Recreation and Park Association	North Central Texas Council of Governments (NCTCOG)
North Texas Commission	Regional Transportation Council
Taylor Olson Adkins Sralla Elam LLP Town Attorney	Texas Municipal League 1821 Rutherford Lane, Suite 400

6000 Western Place, Ste 200 Fort Worth, Texas 76107 817.332.2580 Contact staff liaison prior to the Town Attorney's office if possible.	Austin, Texas 78754 512.231.7400
Texas Attorney General's Office Open Government Hotline: 877.673.6839	Town of Flower Mound 2121 Cross Timbers Rd Flower Mound, Texas 972.874.6000 (main number) 972.874.6076 (Town Secretary) Townsecretary@flower-mound.com

Town Council Future Agenda Items



SCHEDULED	10/3/2022	Consent	Placeholder: 9/19 Minutes
		Consent	Consider approval of the purchase and installation of a shade structure, for the Heritage Park Improvements, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$102,882.00.
		Consent	Consider the approval of a professional services agreement renewal with Cityworks LLC, a Trimble Company, in the amount of \$XXXXX; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Oak Park - Design PSA
		Presentation	Proclamation and presentation of Hometown Hero banner Justin Turner
		Regular	Public Hearing to consider an ordinance for rezoning (MU22-0004 – Lakeside Village) to amend Mixed Use District-1 (MU-1) to amend certain development standards related to Character Zone Standards, Open Space Standards, and Signage Standards in the Lakeside Village Development Code. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway. (PZ recommended approval/denial by a vote of 0 to 0 at its September 26, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the zoning (MU21-0002 – Flower Mound Ranch) on approximately 1,066 acres of land from Agricultural District (A) and Interim Holding (IH) uses to Mixed Use District-2 (MU-2) uses, and with certain other waivers, exceptions and modifications to the Code of Ordinances. The property is generally located at the intersection of Cross Timbers Rd and U.S. Highway 377, expanding outwards from all four corners. (PZ recommended approval/denial by a vote of 0 to 0 at its September 26, 2022, meeting.)
	10/17/2022	Consent	City Works Migration and Implementation Services
		Consent	Timber Creek Water & Sewer Replacement
		Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR22-0002 – Cross Timbers Conservation Development District Update) by amending Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend conservation development standards within the Cross Timbers Conservation Development District. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)

SCHEDULED	10/17/2022	Regular	Public Hearing to consider an ordinance amending the Development Regulations (LDR22-0001 – Landscape Ordinance Update) by amending Chapter 74 “General Provisions,” Chapter 82 “Development Standards,” Chapter 94 “Trees,” and Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend and propose new landscaping standards for the purpose of clarifying and updating certain sections. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0003 – Development Fees) by amending appendix A entitled “Fee Schedule,” to update fees related to land development within the Town. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
	11/7/2022	Consent	Timber Creek Water & Sewer Replacement - Testing Award
		Consent	Consider approval of the award of RFP No. 2023-2-A with TBD in the amount of TBD for health benefits brokers services with TBD and authorization for the Mayor to execute same on behalf of the Town.
		Presentation	Presentation by the Friends of the Library of a donation to the Town in the amount of \$60,000
		Presentation	Proclamation to designate November as Arts Month in Flower Mound
	11/21/2022	Consent	Placeholder: Canvass Election
	12/19/2022	Regular	Placeholder: Judge reappointment