

AGENDA

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

12/5/2022

**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.

Please silence all electronic devices in Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Announcement and Presentation of 2022 Outstanding Citizen Award(s)
2. Presentation on Miracle League's Fall 2022 Season

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. Organizational updates

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, December 15.
2. A regular meeting is scheduled for Monday, December 19.

J. CONSENT ITEMS

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

1. Minutes 11/17- Consider approval of the minutes from a work session of the Town Council held on November 17, 2022.
2. Minutes 11/21- 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 November 21, 2022.
3. Municipal Court Software- Consider approval of a license and services agreement with Tyler Technologies for the purchase and installation of Municipal Justice court software system in the amount of \$203,930; and authorization for the Mayor to execute same on behalf of the Town.
4. Procore Software Renewal- Consider approval of the purchase of Procore Technologies, Inc., Project Management Software from Carahsoft Technology Corp, through a Texas Department of Information Resources (DIR) contract, in the amount of \$37,179.35.
5. 2021 CDBG CAPER- Consider approval of a resolution authorizing the adoption of the Program Year 2021 Consolidated Annual Performance & Evaluation Report (CAPER) for the Community Development Block Grant (CDBG); and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
6. Water Meter Fee Schedule- Consider a request to amend the Town's Code of Ordinances Appendix A, "Fee Schedule," Referenced in Chapter 70, "Utilities," Section 70-56(d), entitled "Water Meter Fee Schedule," by repealing all conflicting ordinances; providing a severability clause; and providing an effective date.
7. Waketon Road CO1- Consider approval of Change Order No. 1 for the Waketon Road project, amending the contract with Ed Bell Construction Company, to provide an increase to the contract in the amount of \$123,852.05; and authorization for the Mayor to execute on behalf of the Town.

8. Karnes Road Design Award- Consider approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., for the design phase services associated with the Karnes Road Street Improvements project, in the amount of \$97,438.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Hillside Lane Design Award- Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Hillside Lane Reconstruction project, in the amount of \$140,498.00; and authorization for the Mayor to execute same on behalf of the Town.
10. Midway Press Contract- Consider increasing the annual contract amount with Midway Press to provide printing services for the Parks and Recreation Department's Adventures Guide from \$23,000 to \$29,500.
11. Dixon Park Improvements- Consider approval for the purchase and installation of a new pavilion structure and site amenities from We Build Fun, Inc. for the Dixon Park Improvements project through the Texas Local Government Purchasing Cooperative, in the amount of \$47,282.77.
12. Parks Replacement Equipment- Consider the purchase of a Versa-Vac with combination deck, 4 Groundsmaster mowers, and a Propass spreader per the Town of Flower Mound specifications in the amount of \$358,683.97, from Professional Turf Products utilizing the BuyBoard Contract #611-20.
13. Independence Fest - 2023- Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2023 Independence Fest (The Parks Board recommended approval by a vote of 6 to 0 at its November 3, 2022 meeting).
14. Standards of Care Youth Programs- Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 3, 2022 regular meeting)
15. TIRZ #1 Annual Report- Consider approval of the 2022 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board recommended approval by a vote of 5 to 0 at its November 22, 2022 meeting.)

K. REGULAR ITEMS

16. Stop Loss Insurance Coverage- Consider approval of a contract with Blue Cross and Blue Shield of Texas in the amount of \$1,476,766 for reinsurance coverage for the Town's Group Health Plan and authorization for the Mayor to execute same on behalf of the Town.

17. MPA21-0008 - Whyburn Farms- Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn Farms) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designations from Low Density Residential, Office and Retail uses to Low Density Residential, Medium Density Residential and High Density Single Family Detached Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.) (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.)
18. ZPD21-0015 - Whyburn Farms- Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn Farms) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.) (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.)
19. TRP22-0006 - Whyburn Farms- Public Hearing to consider an application for a tree removal permit (TRP22-0006) for nine (9) specimen trees on property proposed for development as Whyburn Farms. The property is generally located south of Dixon Lane, north of Waketon Road, and east of Long Prairie Road. (The Environmental Conservation Commission recommended denial for specimen trees #s 652, 654, 667, 668A and 668B and approval of specimen trees #s 661, 662, 772, 779, 780, 781, 842, 851 and 853 by a vote of 4-2-0 at its October 4, 2022, meeting). (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.)
20. Bakersfield Park LED Lighting- Consider approval of the purchase and installation of light poles and LED fixtures for the Bakersfield Park Improvements Ph. 1 project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$1,023,093.00.

L. BOARDS/COMMISSIONS

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

M. CLOSED MEETING

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

- a. Consultation with Town Attorney.
 - 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 - 2. Housing Discrimination Complaint
 - 3. La Estancia Investments, L.P., v. Town of Flower Mound
 - 4. Legal issues associated with municipal boundary adjustment/annexation, and ESD and CCN service areas
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: December 2, 2022, at 3:15 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: December 5, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a work session of the Town Council held on November 17, 2022.

BACKGROUND INFORMATION: The Town Council held a work session on November 17, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 11/17

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

THE FLOWER MOUND TOWN COUNCIL WORK SESSION AND SPECIAL MEETING HELD ON THE 17TH DAY OF NOVEMBER, 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 special meeting and work session with the following members present:

Derek France	Mayor
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4

with the following members absent:

Sandeep Sharma	Mayor Pro Tem
Brian Taylor	Councilmember Place 3

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

Theresa Scott	Town Secretary
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Brittini Barnett	Grants & Financial Analyst
Julie Taylor	Directory of Treasury Operations
Andy Kancel	Police Chief

A. CALL TO ORDER

Mayor France called the work session and special meeting to order at 6:00 p.m.

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

Mayor France gave the invocation and led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Katie Mayer, 3612 Burlington	Item #2
2.	Judy Boyce, 3028 Newcastle Ct	Pickleball/Tennis Cts
3.	Nancy Kleckner, 400 Loma Alta Dr	Item #2
4.	Tim Boyce, 3028 Newcastle Ct*	Tennis Facility
5.	Jim Linker, 2054 Cross Haven Dr*	Tennis/Pickleball Center

6.	Karen Tonti, 4900 Pack Saddle Way*	Tennis & Pickleball Center
7.	Lindsey Stinger, 1163 Lake City Ave*	Item #2
8.	Mandy Rhodes, 6501 Red Bud*	Tennis Center
9.	Shawn Graef, 4904 Haley Dr*	Tennis Courts
10.	Elly Steenbergen, 3705 Wicklow Ct*	Tennis and Pickle ball courts
11.	Shery Layne, 3604 Everton Dr	Tennis/Pickleball Facility

*Did not want to speak.

E. WORK SESSION ITEMS

1. Updating the Community Support Funding Policy

Ms. Barnett gave a presentation identifying or noting:

- Background information
- What a completed application packet includes
- Current process
- Spending history (5 years)
- Proposed new process

There was Council discussion regarding:

- More information needed regarding the benefit in making the change
- Concerns regarding transparency
- Interested in seeing more information about the resident benefit
- Like how applicants will request funds in June and the committee review process
- Do what is being suggested; however, like the idea of getting a sales pitch from the actual organizations
- Would like the Town committee to vet the applicants, come up with a rotation for the organizations to come forward with a presentation to Council (i.e. on a 3 year schedule), and prioritize applicants based on the level of service provided to Flower Mound residents

There was Council consensus to remain involved in the process.

2. Funding options for the Tennis Center

Mr. Childers provided background information.

Ms. Taylor gave a presentation identifying or noting:

- Council direction summary
- Assumptions
- Option 1 (\$15,000,000 by fund and split 50/50 4B and I & S)
- Options 2 – 4 (\$7,500,000 cash contribution combined with \$7,500,000 GO bonds)
- Cash funding options
- Timeline

Mr. Childers indicated that if Council was to move forward it would be his recommendation to use Option 4 as presented.

Ms. Taylor or Mr. Childers responded to questions from Council regarding:

- When was the last time the Town allocated this amount of funding specific to a project without it going on the ballot

There was Council discussion regarding:

- Possibility of a Public Private Partnership
- Interest in having it go to the voters given the significance of the project
- How the cost presented is just to build it
- Interest in knowing more about what grant dollars might be available (as per one of the speakers during public comment)
- Impact to the 4b
- Like the option of 4b alone
- Like option # 4 and splitting amongst the various sources, and concern regarding taking all 4b funding where the Town is hamstrung on other projects that would need the 4b funding
- Interest in seeing a model to where other benefits will offset the expense (i.e. tournament play)

There was Council consensus to continue the discussion, with a focus on the cash component and whether to use 4b for the debt service exclusively or split it between I & S and 4b funds. Additionally, include a fully operational model and outline public private partnership opportunities or grant funding sources.

3. Catalytic converter thefts

Chief Kancel reported on how catalytic converter thefts are on the rise. He pointed out preventive measures the public can take to minimize this type of theft:

- Park vehicle in a secure area, with a location that has security cameras, or close to an entrance
- Use outdoor motion activated lights
- Engrave an ID or driver's license number on the converter
- Purchase a catalytic converter lock

He also pointed out other ways this issue can be alleviated, such as with local legislation, or social media notifications.

and he responded to questions or comments from Council regarding:

- Whether catalytic converter thefts were reduced after Frisco put an Ordinance in place
- Flower Mound statistics

There was Council consensus to focus on educating the public on the preventive measures that could be taken, and to continue thinking of other options.

4. Warehouse land use and zoning

Ms. Murphy gave a presentation identifying or noting:

- Warehouse definition
- Zoning
- Future land use
- Nonconforming uses

and there was Council discussion regarding:

- Degrees of warehousing versus distribution center (some generate heavy vehicle traffic, while others do not)
- Possibility of separating warehouse and distribution center classifications

- Defining what is considered a distribution center would be a challenge
- The change might provide an opportunity to approve some projects over others based on a minimal traffic impact
- Use of planned development as a tool for warehouse applicants to have a control element

There was Council consensus to not make any changes.

F. CLOSED MEETING

The Town Council convened into closed meeting pursuant to Texas Government Code Chapter 551.087 at 7:17 p.m. to discuss matters relating to economic development negotiations, and no action was taken on the following items:

- 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).

G. ADJOURN

Mayor France adjourned the work session at 8:58 p.m. on Thursday, November 17, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: December 5, 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 November 21, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on November 21, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 11/21

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 21ST DAY OF NOVEMBER 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
Brian Taylor	Councilmember Place 3
Jim Engel	Councilmember Place 4

with the following member absent:

Adam Schiestel	Councilmember Place 1
----------------	-----------------------

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
Ray Watson	Director of Economic Development
Stephanie Billarreal	Fire Prevention Officer

A. CALL MEETING TO ORDER

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

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

Chaplain Russ McNamer gave the invocation and Mayor France led the pledges.

D. PRESENTATIONS

1. Proclamation and presentation of Hometown Hero banner to Edwin Adams
Mayor France recited the proclamation and presented it to Edwin's mother (Colleen Adams), along with his father and sister.
2. Small Business Saturday (November 26, 2022) Proclamation
Mayor France recited the Proclamation and presented it to Mr. Watson.
3. Fire Prevention Week Poster Contest Winners
Ms. Billarreal gave a presentation identifying or noting:
 - Background information

- Rules and guidelines
- Poster judging
- Awards
- Poster contest winners
- Conclusion

E. PUBLIC COMMENT

No one spoke.

F. ANNOUNCEMENTS

Several members of Council extended well wishes for a safe and happy Thanksgiving.

Deputy Mayor Pro Tem Martin announced the Town's annual Christmas parade is scheduled for December 3rd.

G. TOWN MANAGER'S REPORT

No report or discussion on the following items:

1. Capital improvement projects
2. Economic Development projects
3. Operational updates

H. FUTURE AGENDA ITEMS

No request for future agenda items.

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, December 5; December 19
2. A work session is scheduled for Thursday, December 15.

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

J. CONSENT ITEMS

Mayor France announced that an update canvass report was received for items 2, 3, and 4.

1. Consider approval of the minutes from a regular meeting of the Town Council held on November 7, 2022.
2. Consider approval of an ordinance canvassing returns and declaring results of a special election held November 8, 2022, for the purpose of considering a ballot proposition for the reauthorization of the local sales and use tax at the rate of one-fourth of one percent, and to continue providing revenue for maintenance and repair of municipal streets.

ORDINANCE NO 56-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A SPECIAL ELECTION HELD NOVEMBER 8, 2022, FOR THE PURPOSE OF CONSIDERING A BALLOT PROPOSITION FOR THE REAUTHORIZATION

OF THE MUNICIPAL SALES AND USE TAX FOR STREET MAINTENANCE AND REPAIR IN THE TOWN OF FLOWER MOUND AT THE RATE OF ONE-QUARTER OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; CONTINUING THE MAINTENANCE AND REPAIR OF STREETS IN THE TOWN OF FLOWER MOUND; AND PROVIDING AN EFFECTIVE DATE.

3. The Town of Flower Mound Crime Control and Prevention District Board to consider approval of an order canvassing the results of a special election held on November 8, 2022, for the purpose of considering a ballot proposition to continue the Crime Control and Prevention District sales and use tax at the rate of one-fourth of one percent to provide revenue for crime control and prevention programs within the District.

ORDER NO. 02-22

AN ORDER OF THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, CANVASSING RETURNS AND DECLARING RESULTS OF A SPECIAL ELECTION HELD ON NOVEMBER 8, 2022, FOR THE PURPOSE OF CONSIDERING A BALLOT PROPOSITION FOR THE CONTINUATION OF THE CRIME CONTROL AND PREVENTION DISTRICT AND CONTINUATION OF THE CRIME CONTROL AND PREVENTION DISTRICT SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT DEDICATED TO CRIME CONTROL AND PREVENTION PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

4. The Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Board to consider approval of an order canvassing the results of a special election held on November 8, 2022, for the purpose of considering a ballot proposition to continue the Fire Control, Prevention, and Emergency Medical Services District sales and use tax at the rate of one-fourth of one percent to provide revenue for fire safety and emergency medical services programs within the District.

ORDER NO. 03-22

AN ORDER OF THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, CANVASSING RETURNS AND DECLARING RESULTS OF A SPECIAL ELECTION HELD ON NOVEMBER 8, 2022, FOR THE PURPOSE OF CONSIDERING A BALLOT PROPOSITION FOR THE CONTINUATION OF THE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT AND THE CONTINUATION OF THE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT DEDICATED TO FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound through the amendment of Appendix A "Fee Schedule" of the Code of Ordinances by amending and ratifying the fee not codified in Section 70-777 relative to the charges for the Stormwater Utility System fee.

ORDINANCE NO. 55-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A "FEE SCHEDULE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND RELATIVE TO THE CHARGES FOR STORMWATER UTILITY SYSTEM FEES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

6. Consider the approval for the purchase of the Esri Enterprise Jumpstart implementation/software upgrade service in the amount of \$16,000.
7. Consider approval of Control License ICS Incident Command and Control License agreement for Special Events or large-scale incidents involving Police/Fire emergency response.
8. Consider approval of the purchase of 28 sets of bunker gear, replacement gloves and suspenders as needed from NAFECO, Inc. through BuyBoard Purchasing Contract No. 603-20 in the total amount of \$121,600.00 and authorization for the Mayor to approve same on behalf of the Town.
9. Consider approval of the purchase of one 2023 HV607 4x2 Single Axle Dump Truck per Town of Flower Mound Specifications and Vendor Quote from Southwest International Trucks in the amount of \$104,130.00.
10. Consider approval of the purchase and installation of the 2022-2023 Playground Replacements project, for Cortadera Park Playground, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$244,926.00.
11. Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of \$75,000.00 annually, with a one-year renewal option; and authorization for the Mayor to execute same on behalf of the Town.
12. Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2023 Independence Fest, in an amount not-to-exceed \$327,550.00 and authorization for the Mayor to execute same on behalf of the Town.
13. Consider approval of a Services Agreement with Ansar Group, Inc. dba United Linen & Laundry Service, Inc., for linen and laundry services, in the amount of \$25,000.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Consider approval of purchasing one (1) John Deere 1600 Turbo TerrainCut Commercial Wide Area Mower per Town of Flower Mound Specifications from United Ag & Turf utilizing the Sourcewell Turf 031121-DAC (PG BT CG 23) Cooperative Contract in the amount of \$69,609.33.
15. Consider approval of the purchase of 22 bleacher retrofit kits from Pioneer Athletics, through the Buy Board Cooperative Contract #665-22, in the amount of \$60,940.00.
16. Consider approval of naming the Wildlife Encounter Nature Trail at Heritage Park as the Gary Sims Wildlife Encounter Nature Trail. (Parks Board recommended approval by a vote of 6 to 0 at its October 6, 2022, meeting.)

17. Consider adoption of the Town Council Strategic Plan for Fiscal Year 2022-2023.

Deputy Mayor Pro Tem Martin moved to approve by consent Items 1; 5 – 17 as presented in the agenda caption, and with the revised reporting numbers from Denton County for items 2, 3, and 4. 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, ENGEL, MARTIN, SHARMA

NAYS: NONE

ABSENT: SCHIESTEL

K. REGULAR ITEMS

18. Public Hearing to consider a request for a Replat (RP22-0007 – Red Bud Point, Lots 29R & 30R, Block 5, Lot 31R, Block 6) to abandon a private right-of-way and relocate a lot lines with an exception to lot width to depth ratio pursuant to Section 90-272(a), of the Code of Ordinances. The property is generally located west of Red Bud Drive and south of Crooked Lane. (PZ recommended approval by a vote of 6 to 0 at its November 14, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location (involves 3 lots and a private right of way)
- Land use and zoning
- Replat (what's being proposed)
- Exception to lot depth
- Site photos

and she responded to questions from Council regarding:

- Past access situation

Mayor France opened the Public Hearing at 6:22 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
James Rainey, 6609 Red Bud Ln	Oleg Kolgushev, 6508 Red Bud	None

Mayor France closed the Public Hearing at 6:25 p.m.

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

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, ENGEL, MARTIN, SHARMA

NAYS: NONE

ABSENT: SCHIESTEL

Mayor France announced that the applicant has requested to postpone items 19, 20, and 21 until December 5, 2022.

19. Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn Farms) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designations from Low Density Residential, Office and Retail uses to Low Density Residential, Medium Density Residential and High Density Single Family Detached Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.)
20. Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn Farms) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.)
21. Public Hearing to consider an application for a tree removal permit (TRP22-0006) for nine (9) specimen trees on property proposed for development as Whyburn Farms. The property is generally located south of Dixon Lane, north of Waketon Road, and east of Long Prairie Road. (The Environmental Conservation Commission recommended denial for specimen trees #s 652, 654, 667, 668A and 668B and approval of specimen trees #s 661, 662, 772, 779, 780, 781, 842, 851 and 853 by a vote of 4-2-0 at its October 4, 2022, meeting).

Staff Presentation

No presentation

Applicant Presentation

No presentation

Mayor Pro Tem Sharma moved to postpone items 19, 20, and 21 to December 5, 2022. Councilmember Taylor seconded the motion.

VOTE ON MOTION:

AYES: SHARMA, MARTIN, ENGEL, TAYLOR

NAYS: NONE

ABSENT: SCHIESTEL

Motion passed (to postpone)

L. BOARDS/COMMISSIONS

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

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 6:28 p.m. on November 21, 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 6:50 p.m. on November 21, 2022, and no action was taken on the following items:

- a. Consultation with Attorney.
- 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
- 2. Housing Discrimination Complaint
- 3. La Estancia Investments, L.P., v. Town of Flower Mound
 - b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
 - c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
 - d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 6:50 p.m. on Monday, November 21, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: December 5, 2022

FROM: Lori Gosser, Municipal Court Administrator

ITEM: **Consider approval of a license and services agreement with Tyler Technologies for the purchase and installation of Municipal Justice court software system in the amount of \$203,930; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: During the FY 2022-23 budget process, The Municipal Court (Court) submitted a decision package to purchase new and advanced technological software from Tyler Technologies (Tyler). Tyler is one of the leading software providers in the state for municipalities and provides Financial Services with the financial software for the Town. The purchase of this software gives the Court an advantage in almost every aspect of its operations, including better integration with Financial Services.

Advantages of Tyler:

- **Paperless System:** The system offers a workflow component necessary for the Court's complex legal procedures. It will help reduce the use of paper and the staff time required to complete processes manually. Electronic signatures would be utilized rather than a physical folder being passed around to different judicial staff members.
- **Increased Online Options:** The system provides the public, defendants, and customers with more control and options with online services such as accepting deferred probation, taking a driving safety course, setting up a payment plan, or making a partial payment. The Town's customers expect these options and want to complete their requests online versus coming in person or sending items via mail.
- **Customer Service:** The system can send customers text or email reminders for due dates, for court dates, to turn in documents, and/or to make payments. This feature could prove valuable in assisting customers with staying compliant with the law and court orders and ultimately may reduce the pending caseload and improve the overall collections rate.
- **Scheduling Component –** The system can notify all parties of court hearings via email in addition to mailing a court notice, as required by law.
- **Virtual Hearings:** The system provides a complete solution for virtual hearings, including integrated documents, a paperless system, and the provision of completed documents to customers during that hearing.
- **Jury Selection:** The system improves the ability to call a more diverse group of individuals for jury services, because it has the capability to merge different data sources and offer an online function to track each juror's response.

The current court software provider is a small company that has focused its marketing on small and medium-sized courts. They do not offer many of the services detailed above. This simplified software has left staff to find workarounds to accommodate for the lack of these features. Again, the purchase of this Tyler Technologies software would provide Court with all these services and allow us to improve our overall operations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$203,930

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 197,630	100-650-56000-5130
\$ 6,300	100-650-56000-2180

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

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

ATTACHMENTS:

1. License and Services Agreement

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



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

WHEREAS, Client is a member of Sourcwell (formerly known as National Joint Powers Alliance) ("Sourcwell") under member number 77514 and Client is authorized to enter into cooperative purchasing agreements pursuant to Texas Local Gov't Code Ch. 271;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcwell RFP #090320 by submitting a proposal, on which Sourcwell awarded Tyler a Sourcwell contract, numbered 090320-TTI (hereinafter, the "Sourcwell Contract");

WHEREAS, documentation of the Sourcwell competitive bid process, as well as Tyler's contract with and pricing information for Sourcwell is available at <https://sourcwell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcwell Contract to procure municipal justice and payments management software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcwell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Town of Flower Mound, Texas.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules identified in the Investment Summary, if any.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or

functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have

a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

- 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items

outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 1.4 Gift to Public Servant. Client may terminate this Agreement for breach by Tyler of the Texas Penal Code Ch 36.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including

with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense. For the avoidance of doubt, Client is a Texas home-rule municipality, and it shall not be obligated to fund any potential indemnity obligation by prior appropriation or the establishment of a sinking fund. Accordingly, any provisions, terms, or conditions in this Agreement that create an unconstitutional debt by requiring Client to defend or indemnify Tyler or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER**

WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

- 4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**
- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.**

SECTION I – GENERAL TERMS AND CONDITIONS

- 1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.**
- 2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.**
- 3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in**

good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you

and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement and shall not be considered an agent, representative, or employee of the Client for any purpose whatsoever, including, but not limited to, entitlement to Client employee benefits. Tyler hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will

not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, including, without limitation, the Texas Public Information Act; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law. The obligations of the parties to this Agreement shall be performable in Tarrant County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, venue shall lie in Tarrant County, Texas, or the United States District Court for the Northern District of Texas.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Rights Reserved. The Client expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in this Agreement

requiring the Client to waive its rights under the Texas or Federal Constitution shall be given no effect.

24. Immunity Retained. The parties acknowledge and agree that Client is entering into this Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town of Flower Mound, and the general public in the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Client's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by Texas law.
25. Additional Verifications. To the extent required by Texas law, Tyler verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of the Agreement; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.
26. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| | Schedule 1: Hyperlinked Terms |
| | Schedule 2: DocOrigin Terms |
| Exhibit E | Statement of Work |

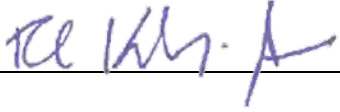
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Flower Mound, TX

By: _____



By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: November 18, 2022

Date: _____

Address for Notices:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, ME 04096

Attention: Chief Legal Officer

Address for Notices:

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, TX 75028

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:

Jon Atkin

Quote Expiration:

10/31/22

Quote Name:

Incode Court On Premise

Sales Quotation For:

City of Flower Mound
 2121 Cross Timbers Rd
 Flower Mound TX 75028-2699

Tyler Software

Description	License	Discount	License Total	Annual Maintenance
Municipal Justice powered by Incode				
Municipal Justice 10 Suite				
Criminal Case Manager	\$ 93,000	\$ 18,600	\$ 74,400	\$ 23,250
Cash Collections	\$ 0	\$ 0	\$ 0	\$ 0
DMV/Scofflaw Program Interface (TX Only)	\$ 5,500	\$ 1,100	\$ 4,400	\$ 1,375
Jury Data Import	\$ 5,500	\$ 1,100	\$ 4,400	\$ 1,375
Officer Email Notification	\$ 4,500	\$ 900	\$ 3,600	\$ 1,125
Output Director	\$ 6,100	\$ 1,220	\$ 4,880	\$ 1,525
Municipal Jury Manager	\$ 11,250	\$ 2,250	\$ 9,000	\$ 2,813
Collection Agency Export Interface	\$ 3,500	\$ 0	\$ 3,500	\$ 875
Tyler One				

Content Manager Suite				
Core	\$ 0	\$ 0	\$ 0	\$ 0
<i>Sub-Total:</i>				\$ 32,338
<i><u>Maintenance Discount:</u></i>				<i><u>\$ 6,709</u></i>
TOTAL:	\$ 129,350	\$ 25,170	\$ 104,180	\$ 25,629

Tyler Annual Software – SaaS

Description	Annual
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Defense Attorney Access	\$ 2,500
Virtual Court	\$ 7,200
Online Jury Component	\$ 2,500
Court Public Access	\$ 2,500
TOTAL:	\$ 14,700

Tyler Fees per Transaction

Description	Net Unit Price
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00
Miscellaneous Payments	\$ 1.25
Tyler One	
Payments	

Municipal Justice Payments

\$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Canon DR-C225 Sheetfed Scanner - VV7373	9	\$ 450	\$ 4,050	\$ 0
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	5	\$ 450	\$ 2,250	\$ 450
TOTAL:			\$ 6,300	\$ 450

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Municipal Justice 10 Suite					
Professional Services	288	\$ 37,440	0	\$ 37,440	\$ 0
Case Management Data Conversion	1	\$ 28,000	2800.0	\$ 25,200	\$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	1	\$ 17,750	1775.0	\$ 15,975	\$ 0
Project Management	1	\$ 2,750	275.0	\$ 2,475	\$ 0
Warrants & Judgements Data Analysis	8	\$ 1,040	0.0	\$ 1,040	\$ 0
Warrants & Judgments Data Conversion	1	\$ 5,500	550.0	\$ 4,950	\$ 0
Content Manager Suite					
	header				
Professional Services	49	\$ 6,370	0	\$ 6,370	\$ 0
TOTAL:		\$ 98,850	\$ 5,400	\$ 93,450	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 104,180	\$ 25,629
Total SaaS		\$ 14,700
Total Third Party Hardware, Software, Services	\$ 6,300	\$ 450
Total Tyler Services	\$ 93,450	
Summary Total	\$ 203,930	\$ 40,779
Contract Total	\$ 244,709	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Cash Collections	16	\$ 2,080	\$ 0
Case Manager Data Analysis	48	\$ 6,240	\$ 0
Criminal Case Manager Implementation Fees	112	\$ 14,560	\$ 0
Fee Instance, Payment Plans, Restitution Data Analysis	24	\$ 3,120	\$ 0
Municipal Jury Manager	80	\$ 10,400	\$ 0
Output Director	8	\$ 1,040	\$ 0
Sub-Total	288	\$ 37,440	\$ 0
Tyler One			
Content Manager Suite			
Core	49	\$ 6,370	\$ 0
Sub-Total	49	\$ 6,370	\$ 0

TOTAL:	337	\$ 43,810	\$ 0
---------------	------------	------------------	-------------

Optional Tyler Software

Description	License Total	Annual Maintenance
Municipal Justice powered by Incode		
Municipal Justice 10 Suite		
Court Payment Import Interface	\$ 2,500	\$ 625
TOTAL:	\$ 2,500	\$ 625

Optional Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
Lane 3000 Terminal Purchase	4	\$ 419	\$ 1,676	\$ 0
PCI Service Fee (Per Device)	4	\$ 0	\$ 0	\$ 720
TOTAL:			\$ 1,676	\$ 720

Optional Services

Description	Hours/Units	Extended Price	Maintenance
Municipal Justice 10 Suite			
Professional Services	4	\$ 520	\$ 0
Service total - TOTAL:		\$ 520	\$ 0

Comments

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Tyler To Tyler Interfaces not showing on Investment Summary
 Citation Issuing Device Interface to Enforcement Mobile (Brazos)
 Hot List Boot Tow and Warrants to Enforcement Mobile (Brazos)
 GL Interface to ERP Pro (Incode Finance)
 AP Interface to ERP Pro (Incode Finance)

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

By signing this order, you acknowledge that the items listed here are hereby added to the agreement between you and us and subject to its terms. Your access or use of Virtual Court is subject to additional terms (the "VC Terms") found here: <https://www.tylertech.com/terms/virtual-court-terms-of-use>. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%,

by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model)	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: Court: Online and In Person	3.95% \$2.50 minimum
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000: \$419 (one-time fee per device) Plus \$180 annual per device PCI service fee



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.
- 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.
- 1.3 *SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

2. Other Tyler Software and Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the best practice recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit D

Schedule 1

Hyperlinked Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit D
Schedule 2
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION. ECLIPSE CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E
Statement of Work



City of Flower Mound

SOW from Tyler Technologies, Inc.

10/4/2022

Presented to:
Lori Linn Gosser
2121 Cross Timbers Road
Flower Mound, TX 75028

Contact:
Jon Atkin
Email: Jon.Atkin@TylerTech.com
5519 53rd Street, Lubbock, TX 79414

Table of Contents

PART 1: EXECUTIVE SUMMARY	1
1. Project Overview	1
1.1 Introduction	1
1.2 Project Goals	1
1.3 Methodology.....	1
PART 2: PROJECT FOUNDATION	3
2. Project Governance	3
3. Project Scope Control	4
3.1 Managing Scope and Project Change	4
3.2 Change Control	4
3.3 Change Request Management.....	4
4. Acceptance Process	6
5. Roles and Responsibilities.....	6
5.1 Tyler Roles & Responsibilities	6
5.1.1 Tyler Executive Manager.....	7
5.1.2 Tyler Implementation Manager	7
5.1.3 Tyler Project Manager.....	7
5.1.4 Tyler Implementation Consultant.....	8
5.1.5 Tyler Sales	8
5.1.6 Tyler Technical Services	8
5.2 City of Flower Mound Roles & Responsibilities	9
5.2.1 City of Flower Mound Executive Sponsor	9
5.2.2 City of Flower Mound Steering Committee	9
5.2.3 City of Flower Mound Project Manager.....	10
5.2.4 City of Flower Mound Functional Leads	11
5.2.5 City of Flower Mound Power Users	11
5.2.6 City of Flower Mound End Users	12
5.2.7 City of Flower Mound Technical Lead.....	12
5.2.8 City of Flower Mound Change Management Lead	13
PART 3: PROJECT PLAN.....	14
6. Project Stages.....	14
6.1 Initiate and Plan	15
6.1.1 Initial Coordination	15
6.1.2 Project/Phase Planning	16
6.1.3 Infrastructure Planning	17



6.1.4	Stakeholder Meeting.....	18
6.1.5	Intentionally left blank.....	19
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	19
6.2	Assess & Define.....	20
6.2.1	Solution Orientation.....	20
6.2.2	Current & Future State Analysis.....	20
6.2.3	Conversion Assessment	22
6.2.4	Intentionally left blank.....	23
6.2.5	Intentionally left blank.....	23
6.2.6	Control Point 2: Assess & Define Stage Acceptance	23
6.3	Prepare Solution	23
6.3.1	Initial System Deployment	23
6.3.2	Configuration	25
6.3.3	Process Refinement	26
6.3.4	Conversion Delivery	27
6.3.5	Intentionally left blank.....	29
6.3.6	Intentionally left blank.....	29
6.3.7	Control Point 3: Prepare Solution Stage Acceptance.....	29
6.4	Production Readiness	29
6.4.1	Solution Validation.....	29
6.4.2	Go-Live Readiness	30
6.4.3	End User Training	31
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	32
6.5	Production.....	33
6.5.1	Go-Live	33
6.5.2	Transition to Client Services.....	34
6.5.3	Post Go-Live Activities.....	35
6.5.4	Control Point 5: Production Stage Acceptance.....	36
6.6	Close.....	36
6.6.1	Phase Closeout.....	37
6.6.2	Project Closeout	38
6.6.3	Control Point 6: Close Stage Acceptance	39
7.	General Assumptions.....	39
7.1	Project.....	39
7.2	Organizational Change Management	39
7.3	Resources and Scheduling	40
7.4	Data.....	40
7.5	Facilities.....	41
8.	Glossary	42
PART 4:	APPENDICES	45
9.	Conversion	45
9.1.1	Court Case Management - Standard.....	45



10. Additional Appendices	46
11. Project Timeline.....	47
11.1 Municipal Justice Timeline.....	47



Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of Flower Mound (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City of Flower Mound and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Flower Mound’s complexity and organizational needs.



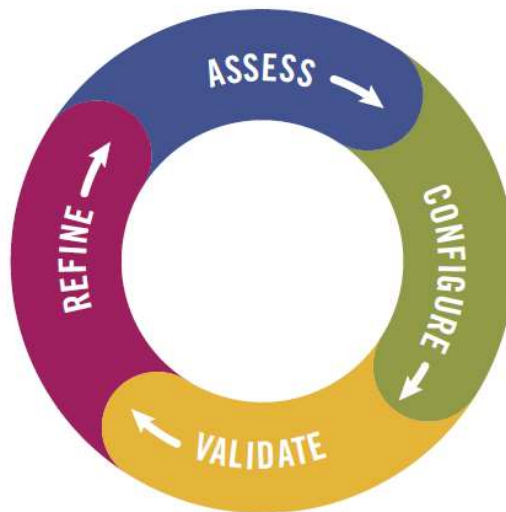
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of Flower Mound and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Flower Mound and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City of Flower Mound's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

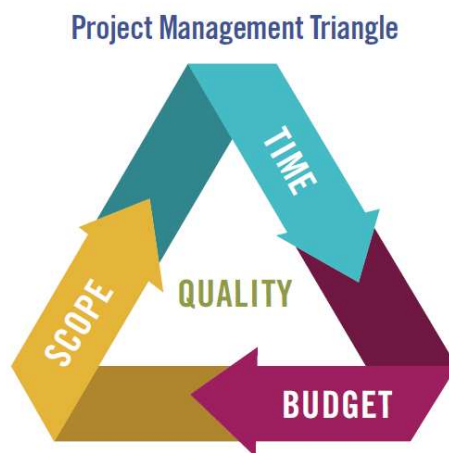
The chart below illustrates an overall team perspective where Tyler and the City of Flower Mound collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Flower Mound Steering Committee become the escalation points to triage responses prior to escalation to the City of Flower Mound and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Flower Mound and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of Flower Mound; for example, the City of Flower Mound may decide it no

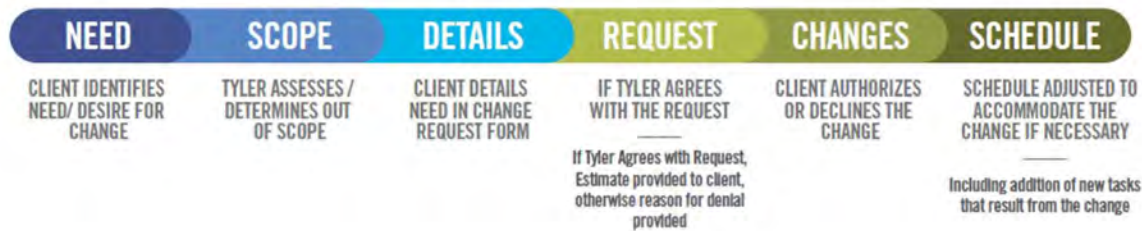


longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City of Flower Mound, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Flower Mound will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of Flower Mound). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Flower Mound office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Flower Mound will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of Flower Mound feedback and approval on Project deliverables will be critical to the success of the Project. The City of Flower Mound project manager will strive to gain deliverable and decision approvals from all authorized City of Flower Mound representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Flower Mound department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of Flower Mound shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Flower Mound does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Flower Mound does not agree the Deliverable or Control Point meets requirements, the City of Flower Mound shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Flower Mound shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Flower Mound does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of Flower Mound and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Flower Mound, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Flower Mound project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Flower Mound 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City of Flower Mound 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Flower Mound management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City of Flower Mound, the Tyler Project Manager provides regular updates to the City of Flower Mound Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City of Flower Mound project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the City of Flower Mound project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of Flower Mound and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Flower Mound any items that may impact the outcomes of the Project.
- Collaborates with the City of Flower Mound 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City of Flower Mound 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Flower Mound and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City of Flower Mound through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Flower Mound transitions to Client Services.
- Facilitates training sessions and discussions with the City of Flower Mound and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 City of Flower Mound Roles & Responsibilities

City of Flower Mound resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City of Flower Mound Executive Sponsor

The City of Flower Mound executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Flower Mound steering committee, project manager(s), and functional leads to make critical business decisions for the City of Flower Mound.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City of Flower Mound Steering Committee

The City of Flower Mound steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Flower Mound project manager and Project through participation in regular internal meetings. The City of Flower Mound steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Flower Mound steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City of Flower Mound Policies
 - Needs of other client projects



5.2.3 City of Flower Mound Project Manager

The City of Flower Mound shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City of Flower Mound Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Flower Mound project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of Flower Mound project manager(s) are responsible for reporting to the City of Flower Mound steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City of Flower Mound project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of Flower Mound and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City of Flower Mound staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of Flower Mound resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Flower Mound technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City of Flower Mound Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Flower Mound project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City of Flower Mound resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City of Flower Mound Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Flower Mound business processes and requirements.



- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Flower Mound staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City of Flower Mound End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City of Flower Mound Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Flower Mound third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City of Flower Mound's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
 - Involved in infrastructure planning/review
 - Purchases and sets up client-hosted servers

5.2.7.1 City of Flower Mound Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Flower Mound's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Flower Mound and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.



5.2.8 City of Flower Mound Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



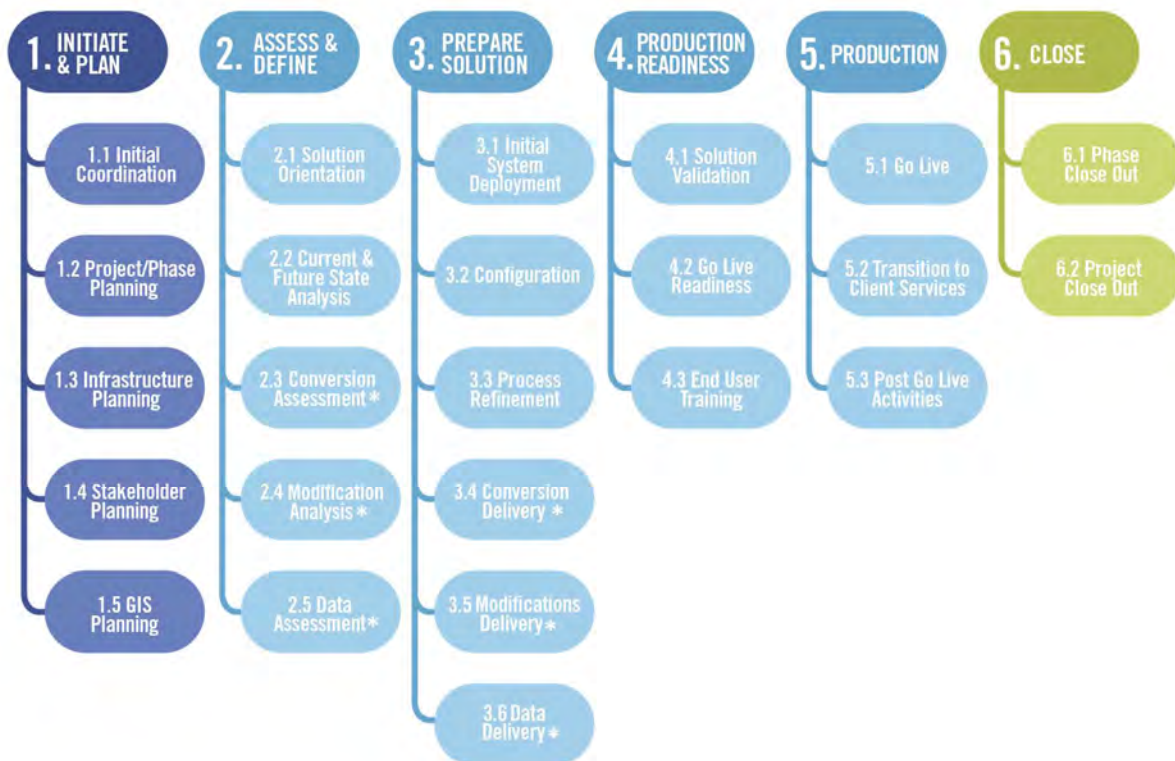
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City of Flower Mound.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Flower Mound with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City of Flower Mound gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Flower Mound's team. During this step, Tyler will work with the City of Flower Mound to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Flower Mound project team.

STAGE 1	Initial Coordination																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of Flower Moundproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of Flower Mound		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of Flower Mound provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Flower Mound has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important on-premise deployment models. In an On-premise deployment, the City of Flower Mound will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train the City of Flower Mound to install License Software. The City of Flower Mound is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City of Flower Mound's infrastructure meets Tyler's application requirements.
- Ensure the City of Flower Mound's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning
----------------	--------------------------------



	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- The City of Flower Mound will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Flower Mound Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Flower Mound team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting	
	Tyler	City of Flower Mound



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of Flower Mound
- Stakeholder meeting complete



6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Flower Mound business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of Flower Mound collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Flower Mound team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Flower Mound team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of Flower Mound for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of Flower Mound and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work



package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Flower Mound will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of Flower Mound's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							City of Flower Mound									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of Flower Mound current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:



- City of Flower Mound attendees possess sufficient knowledge and authority to make future state decisions.
- The City of Flower Mound is responsible for any documentation of current state business processes.
- The City of Flower Mound can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of Flower Mound Source data
	City of Flower Mound Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of Flower Mound Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:



- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Flower Mound representatives to identify business rules before writing the conversion.
- City of Flower Mound subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Flower Mound against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- The City of Flower Mound's hardware is available and set up appropriately to meet Tyler's requirements.
- All licensed software is installed and operational.
- The City of Flower Mound can access the software.

STAGE 3	Initial System Deployment (On-Premise)	
	Tyler	City of Flower Mound



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City of Flower Mound Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Inputs	Hardware is Procured and Made Available to Tyler
--------	--

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on City of Flower Mound devices (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City of Flower Mound will provide network access for Tyler modules, printers, and Internet access to all applicable City of Flower Mound and Tyler Project staff.

On-Premise:

- The City of Flower Mound has procured sufficient hardware by the agreed upon timeline.



- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if the City of Flower Mound does not meet minimum standards of Tyler's published specifications.
- The City of Flower Mound has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City of Flower Mound to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City of Flower Mound collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City of Flower Mound Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City of Flower Mound configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
------------------------	--	---



	Configured System	N/A
--	-------------------	-----

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of Flower Mound is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City of Flower Mound users on how to execute processes in the system to prepare them for the validation of the software. The City of Flower Mound collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City of Flower Mound understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City of Flower Mound Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City of Flower Mound-specific process			I	C							A	R		C			



documentation (if applicable)																		
Updates to Solution Validation testing plan			C	C							A	R		C				C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City of Flower Mound-specific process documentation (completed by City of Flower Mound)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Flower Mound's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Flower Mound will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Flower Mound to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City of Flower Mound will provide a single file layout per source system as identified in the investment summary.
- The City of Flower Mound subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.



- The City of Flower Mound project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Flower Mound team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of Flower Mound to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of Flower Mound verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of Flower Mound organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	City of Flower Mound



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City of Flower Mound updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City of Flower Mound will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City of Flower Mound has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Flower Mound will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness
----------------	--------------------------



	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City of Flower Mound

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of Flower Mound specific business process documentation. City of Flower Mound-led training labs using City of Flower Mound specific business process documentation if created by the City of Flower Mound can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:



- End users are trained on how to use the software prior to go-live.
- The City of Flower Mound is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of Flower Mound-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City of Flower Mound signoff that training was delivered

Work package assumptions:

- The City of Flower Mound project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of Flower Mound as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Flower Mound departments.
- The City of Flower Mound will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.



Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of Flower Mound will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City of Flower Mound to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of Flower Mound and Tyler will complete work assigned to prepare for Go-Live.

The City of Flower Mound provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of Flower Mound manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City of Flower Mound during Go-Live activities. The City of Flower Mound transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City of Flower Mound data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R



Final source data pushed into production environment, if applicable			A	C	R							I	C		C			C
Proof final converted data, if applicable			C	C	C							A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C						A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I				C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of Flower Mound confirms data is available in production environment

Work package assumptions:

- The City of Flower Mound will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Flower Mound business processes required for Go-Live are fully documented and tested.
- The City of Flower Mound Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Flower Mound Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City of Flower Mound teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of Flower Mound onto the Tyler Client Services team, who provides the City of Flower Mound with assistance following Go-Live, officially transitioning the City of Flower Mound to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of Flower Mound teams for key processes and subject areas.



STAGE 5	Transition to Client Services																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City of Flower Mound to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities														
	Tyler								City of Flower Mound						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Flower Mound transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of Flower Mound for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City of Flower Mound teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of Flower Mound
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of Flower Mound may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of Flower Mound teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City of Flower Mound								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Flower Mound and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City of Flower Mound acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City of Flower Mound will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Flower Mound Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Flower Mound project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of Flower Mound is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of Flower Mound to make process changes.
- The City of Flower Mound is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Flower Mound is responsible for managing Organizational Change. Impacted City of Flower Mound resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An



important part of change is ensuring that impacted City of Flower Mound resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City of Flower Mound resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Flower Mound team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of Flower Mound will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of Flower Mound will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City of Flower Mound makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of Flower Mound will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of Flower Mound will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Flower Mound is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Flower Mound representatives to identify business rules before writing the conversion. The City of Flower Mound must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Flower Mound will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City of Flower Mound Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Flower Mound is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The City of Flower Mound will provide dedicated space for Tyler staff to work with City of Flower Mound resources for both on-site and remote sessions. If Phases overlap, City of Flower Mound will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of Flower Mound will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1.1 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.



10. Additional Appendices



11. Project Timeline

11.1 Municipal Justice Timeline



ID	Task Name	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
	Sample Implementation Timeline																	
	Stage 1: Initiate and Plan (All applications)																	
	Stage 2: Assess & Define																	
	Stage 3: Prepare Solution																	
	Stage 4: Production Readiness																	
	Stage 5: Production																	
	Stage 6: Close																	
	Project Complete																	

example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.





TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: December 5, 2022

FROM: Brian Waltenburg, Assistant Director of Engineering

ITEM: Consider approval of the purchase of Procore Technologies, Inc., Project Management Software from Carahsoft Technology Corp, through a Texas Department of Information Resources (DIR) contract, in the amount of \$37,179.35.

BACKGROUND INFORMATION: Capital Engineering is requesting the renewal of project management software in the amount of \$37,179.35. The capital engineering group oversees planning, design, and construction of a significant number of projects. The project management software replaces the need to track projects with excel, email, paper, and computer file folders. Items that staff tracks include RFIs, drawing revisions, material submittals, meeting logs, punch lists, photos, project schedules, project emails, testing results, liquidated damages, financial tracking, change orders, and invoices. Project management software specific to capital improvement project simplifies repetitive processes, coordinates with all project stakeholders, stores all project data consistently, and enables staff to better deliver on our commitments to the public. The software is cloud based so there is a positive impact to the IT infrastructure by reducing storage requirements. Project management software purchase is part of the approved Fiscal Year 2022-2023 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the purchase will cause staff to return to inefficient manual processes. Without the increased efficiencies the project management software provides, capital improvement projects may be delayed, there may not be enough staff time available to keep contractors accountable and on schedule, and may impair our ability to deliver on commitments to the public.

FISCAL IMPACT: \$37,179.35

Proposed Expenditure/(Revenue):	Account Number(s):
\$37,179.35	200-690-93000-5130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Price Quotation

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

PRICE QUOTATION

PROCORE

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8585 | FAX (703) 871-8505
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Brian Waltenburg
 Assistant Director of Engineering
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, TX 75028 USA

FROM: Drew Espinosa
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: Brian.Waltenburg@flower-mound.com

EMAIL: Drew.Espinosa@carahsoft.com

PHONE: (972) 874-6234

PHONE: (571) 662-3087

FAX: (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-4288
 Expiration Date: February 21, 2025
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: 1522189693700
 Sales Tax May Apply

QUOTE NO: 36751645
QUOTE DATE: 11/17/2022
QUOTE EXPIRES: 11/25/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$37,179.35

TOTAL QUOTE: \$37,179.35

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	TX DIR	QTY	EXTENDED PRICE
1	PRO-1410-06-679	Project Management Pro: provides Project Overview, Documentation, and Communication Management tools, including Directory, Reports, Documents, Drawings, Photos, RFIs, Specifications, Submittals, and Punchlist. Pricing is maximum price for Annual Construc Procore Technologies, Inc. - PRO-1410-06	\$54,244.00	\$27,222.83	TX DIR	1	\$27,222.83
2	PRO-1480-06-679	Quality & Safety: provides Quality & Safety tools, including Incidents, Inspections, and Observations. Pricing is maximum price for Annual Construction Volume from \$25,000,001 - \$50,000,000. Procore Technologies, Inc. - PRO-1480-06	\$19,840.00	\$9,956.52	TX DIR	1	\$9,956.52
SUBTOTAL:							\$37,179.35
TOTAL PRICE:							\$37,179.35
TOTAL QUOTE:							\$37,179.35

Start Date: 12/7/22
 Term length: 12 Months
 ACV: \$30 M
 Project Cap: 50

QUOTE DATE: 11/17/2022
QUOTE NO: 36751645



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: December 5, 2022

FROM: Brittnei Barnett, Grants & Financial Analyst

ITEM: Consider approval of a resolution authorizing the adoption of the Program Year 2021 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

BACKGROUND INFORMATION: This item is to consider approval of a resolution adopting Flower Mound's Program Year 2021 Consolidated Annual Performance & Evaluation Report (CAPER). The CAPER is required under the Town's Community Development Block Grant (CDBG). It describes the Town's progress in carrying out the housing and community development strategies identified in the Program Year 2020-2024 Consolidated Plan, which was submitted to the U. S. Department of Housing and Urban Development (HUD) in August of 2020. In 2002, HUD recognized Flower Mound (the Town) as an Entitlement Community and awarded the Town a Community Development Block Grant (CDBG). Since that time, Flower Mound has received \$4,393,938 in funding under this CDBG (this includes the total for the 2022 Program year).

Receipt of grant funding is conditioned upon Flower Mound implementing and adhering to the Consolidated Plan, which identifies long-term strategies and annual activities that assist the Town's low- and moderate-income residents. Flower Mound's Program Year 2021 Annual Action Plan was approved by the Town Council on August 2, 2021. During this period, the Council designated available CDBG funds to be used: (1) for planning and administration; (2) for the Residential Rehabilitation Program and (3) to subsidize a call-in transportation service for the Town's elderly and those with disabilities. The CAPER describes the ways in which the Town leveraged both federal and non-federal dollars to achieve these goals.

BOARD REVIEW/CITIZEN FEEDBACK: Grant staff held a public hearing on November 2, 2022, to discuss the CAPER. The CAPER was also available for public comment for 30 days. No comments were received.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Finance Review by: N/A

LEGAL REVIEW: Bessie Bronstein, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2021 CAPER as to form and legality.

ATTACHMENTS:

1. CAPER 2021 Resolution
2. Proposed Program Year 2021 CAPER

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Consolidated Annual Performance and Evaluation Report must be adopted by the Town of Flower Mound in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and 24 Code of Federal Regulations Part 91.520; and

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

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

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the residents of the Town to adopt the Consolidated Annual Performance and Evaluation Report for 2021 in order to comply with the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and 24 Code of Federal Regulations Part 91.520, and to authorize the Mayor to execute said report on behalf of the Town of Flower Mound.

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

SECTION 1

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

SECTION 2

The Town of Flower Mound's Program Year 2021 Consolidated Annual Performance and Evaluation Report attached hereto as "Attachment 2" is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2021 Consolidated Annual Performance and Evaluation Report on behalf of the Town and submit it to the U. S. Department of Housing and Urban Development prior to December 31, 2022.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 5TH DAY OF DECEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



Program Year 2021

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

**For the period
October 1, 2021 – September 30, 2022**

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

CR-05 - Goals and Outcomes

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

91.520(a)

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

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

The Town of Flower Mound is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. During the 2021 Program Year (PY), October 1, 2021 through September 30, 2022, \$231,363.00 in CDBG funds were made available to the Town of Flower Mound to further the objectives of our Consolidated Plan, which began this year and will end in Program Year 2024. Additionally, the Town continued to utilize its \$347,556.00 in awarded CARES Act funding to prevent, prepare for, and respond to the COVID-19 pandemic.

Flower Mound expended \$216,427.75 in CDBG funds, \$38,213.30 in Program Income, \$31,169.46 in CDBG-CV funds and leveraged Town General funds during the year to help address identified housing, homeless, community development, anti-poverty and other special needs. The investments were allocated based on citizen input; research and analysis to identify service level weaknesses and areas of need; and Town Council goals and priorities. The Town's Program Year 2021 Annual Action Plan identified three specific objectives that were to be achieved during the year, using CDBG funds, and are reaffirmed in this annual report:

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

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

Preserve the Town's Existing Housing Stock: Successfully completed five projects to assist low-to moderate-income homeowners with interior and exterior home rehabilitation (one utilizing CDBG-CV funding) as part of the Town's Residential Rehabilitation Program.

Town-wide Transportation Service: Subsidized 1,091 one-way rides to 36 of the Town's elderly residents who are 65 or older or residents with severe disabilities who are 18 years or older.

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

Domestic Violence Assistance (CDBG-CV): The Town initially allocated the entirety of its CDBG-CV funding toward its Residential Rehabilitation Program to assist low-to moderate-income homeowners whose income had been affected by the COVID-19 pandemic, with necessary repairs to their homes. However, due to a lack of applicants, this year the Town worked to revise its 2019 Annual Action Plan to reallocate its remaining CDBG-CV funding to assist those affected by domestic violence. The Town provided three local agencies with funding awards that they will utilize to assist Flower Mound residents who have been increasingly affected by these issues during the course of the COVID-19 pandemic. The period of performance for these organizations began on August 1, 2022. During the last two months of the 2021 Program Year, the organizations provided services to 59 Flower Mound residents who had been affected by domestic violence.

Assist Social Service and Cultural Arts Providers: Allocated \$227,325 in Town General Funds to 18 agencies and organizations that are actively engaged in the provision of social services and cultural arts in Flower Mound.

CR-10 - Racial and Ethnic composition of families assisted

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

91.520(a)

	CDBG
White	31
Black or African American	4
Asian	4
American Indian/Alaskan Native	1
Native Hawaiian or Other Pacific Islander	0
Total	40
Hispanic	1
Not Hispanic	39

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

Narrative

The Town's housing rehabilitation program, accounted for about 82 percent of the total CDBG funding allocated to the Town in PY 2021. In PY 2021, five homes were rehabilitated using CDBG funds (one utilizing the Town's Residential Rehabilitation Program-CV funds). Of the five households assisted, one was White, two were Asian, one was African American, and one was American Indian/Alaskan Native. The four homes completed through the Town's regular Residential Rehabilitation Program (one White, one Asian, one American Indian/Alaskan Native and one African American) are reflected in the count above.

Additionally, the Town's transportation service helped subsidize 1,091 one-way rides to 36 of the Town's elderly residents who are 65 or older and/or residents with severe disabilities who are 18 years or older with CDBG funds. Of these riders, 30 were White (one of which was Hispanic), three were Asian and three were African American. An additional 1,089 rides were subsidized using a grant received by SPAN, the Town's contracted provider for the service.

The Town provided three local agencies with CDBG-CV funding to assist Flower Mound residents who have been increasingly affected by issues related to domestic violence during the course of the COVID-19 pandemic. The period of performance for these organizations began on August 1, 2022. Of the 59 individuals assisted during the last two months of the 2021 Program Year, 35 were White; four were African American; nine were Asian; three were African American & White; one was American Indian/Alaskan Native; one was American Indian/Alaskan Native and Black; and six were Other/Multi-Racial. Of these, 12 were Hispanic.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$231,363	\$216,427.75
Other	public - federal	\$0	\$31,169.46

Table 2 - Resources Made Available

Narrative

In the 2020-2024 Consolidated Plan, the Town of Flower Mound identified the preservation of existing housing stock as a priority. The Town currently offers a Residential Rehabilitation Program to address this need. This program was not limited to a specific geographic area, but is only for low-to-moderate income homeowners that live within the Town of Flower Mound city limits. \$188,863 or about 82 percent of the Town's total 2021 CDBG allocation was dedicated to housing rehabilitation projects for low-to-moderate income homeowners.

The Residential Rehabilitation Program is designed to assist low-and moderate-income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program pays for rehabilitation up to \$60,000. As mentioned, in PY 2021, \$188,863 in CDBG funds were allocated for the program, and a total of four homes were completed utilizing those funds, with an additional home completed utilizing CDBG-CV funds.

Additionally, in its 2020-2024 Consolidated Plan, the Town of Flower Mound identified Town-wide transportation as a priority. The Town-wide transportation program provides transportation to locations within the Town of Flower Mound, the City of Lewisville, the City of Denton and the City of Highland Village and is only for Town of Flower Mound residents age 65 or older and/or residents who are 18 or older with a severe disability. In PY 2021, \$30,000 or about 15 percent of the Town's total 2021 CDBG allocation was dedicated to the Town-wide Transportation Program. The Town contracts with Special Programs for Aging Needs (SPAN) to provide the service and, if needed, supplements the CDBG funds with Town General Funds.

Lastly, the Town received \$347,556.00 in CARES Act funding during PY 2019, which continued to be utilized to prevent, prepare for, and respond to the COVID-19 pandemic. The Town initially put the funds toward its Residential Rehabilitation Program to assist low-to moderate-income homeowners, whose income had been directly affected by the COVID-19 pandemic, with necessary repairs to their homes. As mentioned, one home was completed in PY 2021 utilizing these funds.

However, as mentioned in section CR-05, due to a lack of applicants, the Town worked to revise its 2021 Annual Action Plan to reallocate its remaining CDBG-CV funding to assist those affected by domestic violence. The Town provided three local agencies with funding awards that they will utilize to assist Flower Mound residents who have been increasingly affected by these issues during the course of the

COVID-19 pandemic. The period of performance for these organizations began on August 1, 2022. During the last two months of the 2021 Program Year, the organizations provided services to 59 Flower Mound residents who had been affected by domestic violence.

Identify the geographic distribution and location of investments

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

Table 3 – Identify the geographic distribution and location of investments

Narrative

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

Leveraging

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

The Town of Flower Mound's Financial Services Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, Financial Services utilizes CDBG funds as well as resources allocated by the Town Council. The Town Council makes available about \$200,000 a year in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

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

There are no match requirements for CDBG funds.

CR-20 - Affordable Housing 91.520(b)

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

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	3	4
Number of Special-Needs households to be provided affordable housing units	0	0
Total	3	4

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	4
Number of households supported through Acquisition of Existing Units	0	0
Total	3	4

Table 5 – Number of Households Supported

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

The Town of Flower Mound proposed to use 82 percent of its 2021 CDBG allocation to fund the rehabilitation of homes owned and occupied by low-to-moderate income households. It was anticipated that three households would be served through the Town's Residential Rehabilitation Program.

Five households were assisted through the Residential Rehabilitation Program (one utilizing CDBG-CV funding). The four homes completed through the Town's regular Residential Rehabilitation Program are reflected in the count above.

Discuss how these outcomes will impact future annual action plans.

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

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

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	4	0
Total	4	0

Table 6 – Number of Households Served

Narrative Information

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

One hundred percent of all CDBG funding for the Town's Residential Rehabilitation Program was dedicated to persons of low-to-moderate income. Five homes were completed in PY 2021. Of the five homes completed, 100% were occupied by moderate-income homeowners. Two of the five homes (40%) were owned by female head of households. The four homes completed through the Town's regular Residential Rehabilitation Program are reflected in the count above.

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

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

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

Outreach to persons experiencing homelessness continued to be carried out by the Town's partners, such as Journey to Dream and Christian Community Action (CCA), each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community. Flower Mound continued to allocate a portion of its General Funds to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also went to support Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry and comprehensive case management. In PY 2021, the Town allocated \$227,325 in general funds to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

The Town also continued its involvement with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings, which are attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate. These meetings provide an opportunity for collaboration between the Town of Flower Mound and these organizations that work to assist the homeless and address their needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Town of Flower Mound does not receive Emergency Shelter Grant (ESG) funding. However, the Town continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county, such as emergency shelter and transitional housing.

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

The Town of Flower Mound made available \$227,325 in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in, and for, the residents of Flower Mound. Some of these organizations included Journey to Dream, an organization that provides support to a growing population of homeless teens, including life skills training and access to community resources; PediPlace, an organization that provides primary care pediatric health services to children with limited access to care; and Denton County Friends of the Family, an organization that provides supportive services to those impacted by relationship violence and sexual assault.

Additionally, the Town of Flower Mound continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county.

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

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

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

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

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

This section is not applicable, as the Town of Flower Mound does not have a public housing authority. The Town also does not receive or administer funds for assisted housing. There are no plans for public housing in Flower Mound at this time. However, surrounding communities do administer assisted housing programs to residents of Flower Mound, such as the Denton Housing Authority, which currently provides assistance to 20 clients in Flower Mound.

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

N/A

Actions taken to provide assistance to troubled PHAs

N/A

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

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During the 2021 Program Year, the Town's SMARTGrowth Commission and Planning and Zoning Commission continued their periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, schools and services. Examples of these efforts include:

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

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

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

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

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. However, the Town did allocate more than \$227,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

During the 2021 Program Year, the Town of Flower Mound continued to demonstrate its commitment to the eradication of lead-based paint hazards in the community.

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

Based on the Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department continued to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website.

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

During the 2021 Program Year, none of the homes rehabilitated had a construction date prior to 1978.

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

The Town of Flower Mound's actions to help reduce the number of poverty-level families during the 2021 Program Year included economic development activities, tax exemptions for the disabled and senior citizens, leveraging resources and serving as a referral source:

- Economic Development: 3.8% of Flower Mound families live below the poverty level (compared to 6.9% in Denton County, 13.4% in Texas and 11.4% in the United States), according to the

Census Bureau's QuickFacts information. Additionally, the Town's unemployment rate of 2.6% is lower than Denton County's rate of 3.9%, the State's rate of 5.3%, and the Nation's rate of 5.4%, according to the American Community Survey 2020 5-Year Estimates. Flower Mound's lower rate can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it is important to note that within Town limits, only 19.03% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 78% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the 2021 Program Year, Town staff continued its efforts, with the help of the local Chamber of Commerce, to provide business and retention development programs with incentives for economic development. As a result, in PY 2021, 32 new commercial permits were issued.

- **Tax Exemptions:** In Program Year 2021, the Town maintained the exempted amount of the appraised value of residence homesteads for those with disabilities and individuals 65 years of age or older at \$100,000. Additionally, the Town recently approved a 10% homestead exemption for all Flower Mound homeowners that will take effect on their 2022 property tax bill.
- **Leveraging Resources:** Town staff continued to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services through outlets such as the Denton County Homeless Coalition. Some of these organizations include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance.
- **Referral Source:** To help ensure that residents needing services are aware of available local providers, Town staff maintained established links to service providers on the Town website. In addition, the Town continued to post information about available job training, job search and financial management workshop opportunities on the Town's website, at the Town library and on the Town's cable television station.

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

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Town continued to promote and emphasize the need for greater coordination between all social service agencies active in the Flower Mound area so as to minimize duplication of efforts. This was carried out through outlets such as the Denton County Homeless Coalition meetings. Efforts to enhance coordination between local agencies, both public and private, will ensure that the information available is comprehensive, needs are being properly addressed and resources are being maximized.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town of Flower Mound continued to share information and leverage funds with area public and private housing, health and social service agencies. This helps ensure that access to needed services is available. The Town also continued to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders, through means such as the meetings of the Denton County Homeless Coalition, an organization that includes a network of public and private housing, health and social service representatives throughout Denton County.

The Town continues to make staff available as a referral source for families with low-to-moderate incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town continued to maintain the links to housing rights, access groups and other service providers on the Flower Mound website.

Finally, the Town continued its participation in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Town of Flower Mound continues to demonstrate its commitment to overcoming the effects of impediments to fair housing choice. This position was solidified in 2012 when the Town passed a Fair Housing Ordinance, which declared the Town's commitment to ensure fair housing opportunities for all citizens, regardless of race, color, religion, handicap, sex, familial status or national origin. This ordinance was unanimously approved by the Town Council.

During the 2021 Program Year, The Fair Housing Committee conducted its annual review of the Town's Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis. However, the Fair Housing Committee discussed a few items that the Town should do to ensure that unanticipated barriers do not develop in the future. These items and the efforts the Town took to address them in the 2021 Program Year are listed below.

- The SMARTGrowth Commission continued its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, commits to bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Department continued to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. As a result, in PY 2021, 32 new commercial permits were issued.

- The Financial Services Department continued to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level. This was done through the outlet of the Denton County Homeless Coalition, where the Town's Grants and Financial Analyst serves as the Town's representative. The Town also provided General Fund financial assistance to organizations that provide services to Flower Mound residents during the year. One such organization, Christian Community Action, provided \$29,234.30 in financial and non-financial services to residents of Flower Mound through its family assistance services, back-to-school program, Christmas program and food pantry.
- The Library Services Department continued to ensure that residents with poverty-level incomes are made aware of job training, financial management and job search workshop opportunities at the Town of Flower Mound Library. Additionally, the Library provides online databases related to the job search process and educational assistance. In Program Year 2021, 2,019 job views/job-related sessions were accessed through these databases. These databases were available both onsite and remotely, which allowed residents access any time of day. The Library also hosted four programs related to financial planning with 56 attendees. Finally, the Library continued to purchase new books that relate to resume writing, interviewing, testing and starting a small business.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town of Flower Mound continually monitors programs and projects to ensure compliance with all applicable laws and regulations.

Financial Services staff administers financial monitoring for all projects, programs and activities funded by CDBG. They ensure that all drawdowns are made after all ledgers and records have been reconciled and approved. Additionally, the financial operations and expenditures of the Town are audited on an annual basis by an independent accounting firm.

To ensure compliance with grant requirements, effectiveness in solving neighborhood and community problems, as well as adherence to the goals laid out in the Town's five-year Consolidated Plan and 2021 Annual Action Plan, Town staff conducted monitoring of all operational projects identified in the Annual Plan. Technical assistance is provided on a continuing basis.

During the 2021 Program Year, no problems or issues were identified in either of the Town's CDBG projects that needed to be corrected during the review.

Additionally, under the Town's Residential Rehabilitation Program, Town staff administers and continuously monitors all projects implemented under this program. Projects requested by residents are thoroughly evaluated for adherence to the program guidelines, including income eligibility. An environmental compliance checklist is completed for each project and the potential repairs are assessed for eligibility during an on-site evaluation by staff.

As a result of this careful management and monitoring, Flower Mound's CDBG-funded programs continue to have a positive effect on solving neighborhood and community problems, especially in regards to reducing the potential for homelessness. While progress is slow due to a lack of available funding, our community is meeting priority needs and specific objectives that will help to make Flower Mound's vision of the future a reality. By collaborating and leveraging funds, we were able to provide opportunities for our low-and moderate-income residents to have access to decent housing, a suitable living environment, and expanded economic opportunity.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Town's Citizen Participation Plan requires the Town to post public notices for performance reports in the newspaper and on the Town website to ensure that interested groups, agencies, organizations and individuals have an opportunity to provide comments regarding Flower Mound's use of federal grant funds under the Community Development Block Program. These requirements were designed especially to encourage participation by low- and moderate-income residents.

During the comment period, a copy of the report was posted on the Town website, www.flower-mound.com, at Town Hall, located at 2121 Cross Timbers Road, and at the Flower Mound Library, located at 3030 Broadmoor Lane. Additionally, on November 2, 2022, a public hearing will be held at Flower Mound's Town Hall in the Council Chambers. This meeting place is easily accessible to all Town residents, including those with disabilities. All meeting notices and the Town website note that translation services are available upon request, and that persons with disabilities would also be accommodated upon request. Public notices announcing the hearing are issued two weeks prior to the hearing date. Information about the public hearing is published in the Denton Record-Chronicle, displayed at Town Hall in an area easily visible to all who entered the building, and posted on the Town website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to the Town of Flower Mound's regular program objectives. The Town of Flower Mound continues to work toward all of the goals established in its 2020-2024 Consolidated Plan.

However, as mentioned in section CR-05, the Town did work to revise its 2021 Annual Action Plan to reallocate its remaining CDBG-CV funding to assist those affected by domestic violence. The Town provided three local agencies with funding awards that they will utilize to assist Flower Mound residents who have been increasingly affected by these issues during the course of the COVID-19 pandemic. The Town is confident that this change will allow these remaining funds to be utilized most effectively and to be spent by the expenditure deadline.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: December 5, 2022

FROM: Jon Olson, Meter Services Manager

ITEM: Consider a request to amend the Town's Code of Ordinances Appendix A, "Fee Schedule," Referenced in Chapter 70, "Utilities," Section 70-56(d), entitled "Water Meter Fee Schedule," by repealing all conflicting ordinances; providing a severability clause; and providing an effective date.

BACKGROUND INFORMATION: Due to the escalation of the Consumer Price Index (CPI) and the Producer Price Index (PPI), material costs have increased over the past 24 months for the Town's water meter and meter reading software vendor, Neptune Technology Group (Neptune). Neptune is proposing a 5.0% price increase to the current Water Meter and Meter Reading Equipment Services contract effective January 1, 2023. Neptune has passed through this price increase to help recover core material costs for the manufacturing of their products with an increase of 25.8% in raw materials, 4.6% increase in wages and 33.4% increase in freight this past year. Meter purchases are for both new developments, which the cost is passed through to the developer, and replacement of aging meters, in which the Town absorbs the cost.

This item will revise Appendix A "Fee Schedule" of the Town's Code of Ordinances.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$7,102.80

Proposed Expenditure/(Revenue):	Account Number(s):
\$31,172.38	200-650-52200-2100
\$ (24,069.58)	200-4211

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
2. Neptune Technologies Group Contract Change Order
3. Neptune Technologies Group Contract Renewal Letter

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," REFERENCED IN CHAPTER 70, "UTILITIES," 70-56(d), ENTITLED "WATER METER FEE SCHEDULE," BY REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter adopted November 3, 1981; and,

WHEREAS, the Town possesses all the rights, powers, and authority possessed by a home rule municipality pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the Town's Home Rule Charter, to regulate utility meter services and the fees for services provided; and,

WHEREAS, Appendix A "Fee Schedule," Chapter 70, "Utilities" of the Code of Ordinances of the Town of Flower Mound, Texas, establishes new Town ordinances; attached hereto; and,

WHEREAS, due to changes in the Town's costs to procure water meters, the Town has determined that it is necessary to amend Appendix A "Fee Schedule," Chapter 70, "Utilities".

SECTION 1

NOW THEREFORE, BE IT ORDAINED (RESOLVED) BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT all the above premises are hereby found to be true and correct legislative and factual findings of the Town of Flower Mound and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the adoption of this ordinance, amending Section 70-56(d), entitled "Water Meter Fee Schedule" of Appendix A, Chapter 70, "Utilities," of the Code of Ordinances of the Town of Flower Mound, Texas, is adopted to read as follows:

(d) Water Meter Fee Schedule for the Town of Flower Mound.

Water Meter Size	Water Meter Fees	Administrative/ Parts Fee	Total
5/8x3/4 ProCoder R900i DL	\$ 210.08	\$ 75.00	\$ 285.08
1" ProCoder R900i DL	\$ 289.57	\$ 75.00	\$ 364.57
1-1/2 ProCoder R900i DL (DOM)	\$ 451.96	\$ 75.00	\$ 526.96
1-1/2 HPT ProCoder R900i DL (IRR)	\$ 624.57	\$ 75.00	\$ 699.57
2" ProCoder R900i DL (DOM)	\$ 555.29	\$ 75.00	\$ 630.29
2" HPT ProCoder R900i (IRR)	\$ 652.95	\$ 75.00	\$ 727.95
2" ProCoder R900i Compound (DOM)	\$ 1,686.33	\$ 75.00	\$ 1,761.33
3" ProCoder R900i Compound (DOM)	\$ 1,966.82	\$ 75.00	\$ 2,041.82
3" HPT ProCoder R900i DL (IRR)	\$ 1,061.76	\$ 75.00	\$ 1,136.76
4" ProCoder R900i DL Compound (DOM)	\$ 2,677.69	\$ 75.00	\$ 2,752.69
4" HPT ProCoder R900i DL (IRR)	\$ 1,339.98	\$ 75.00	\$ 1,414.98
6" ProCoder R900i DL Compound (DOM)	\$ 3,917.74	\$ 75.00	\$ 3,992.74

SECTION 3

This Ordinance shall be cumulative of all provisions of Ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 4

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

SECTION 5

This Ordinance shall take effect and be in full force beginning January 1, 2023, as provided by the laws of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 5TH DAY OF DECEMBER 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

 TOWN OF FLOWER MOUND CONTRACT CHANGE ORDER ISSUED BY: Purchasing Division 2121 Cross Timbers Road Flower Mound, Texas 75028		Contract No.: 2019-22-A Change Order #: 3 Effective Date: January 1, 2023
Contract Title: Purchase of Water Meters & Meter Reading Equipment Services		
Contractor Name/Address: Attn: Charlie Trimble Neptune Technology Group, Inc. 1600 Alabama Hwy 229 Tallahassee, AL 36078	Reference Documents: See attached price increase email request from Neptune Technology Group, Inc.	
Contract Adjustment: The Contract Amount is: ☒ Increased ☐ Decreased ☐ Not Changed In the Amount of : See below Description	Contract Term: The Contract Time is: ☐ Increased ☐ Decreased ☒ Not Changed By: Contract Expiration Date: 1/1/2023 thru 1/1/2024	
Description of Change: This Change Order No. 3 is to acknowledge Town of Flower Mound's acceptance of Neptune Technology Group, Inc. price increase of 5% in meter costs for FY 22-23, and to confirm the contract renewal for an additional one (1) year period term from 1/1/2023 thru 1/1/2024. **All other items remain unchanged during the renewal period** Per Charlie Trimble, the 5% price adjustment is to cover core material costs for the manufacturing of our quality products.		
No claims for further compensation or extensions of time, whether for delay, overhead, profit, fees, acceleration, force majeure, disruption, or any other reason, shall be made by the Contractor as a result of the changes contained in this Change Order, as payment specified hereunder constitutes compensation in full for the Work as altered herein.		
Accepted By: Neptune Technology Group, Inc. By:  By: _____ AUTHORIZED REPRESENTATIVE Date: <u>10/21/22</u> <i>Charlie Trimble - Senior Territory Mgr.</i>	Accepted By: TOWN OF FLOWER MOUND By:  By: _____ AUTHORIZED REPRESENTATIVE Date: <u>10/24/2022</u>	
Print/Type Name and Title:	Marquita Shamlin – Buyer Purchasing Division	
CONTRACTOR'S RECEIPT OF AN EXECUTED COPY OF THIS FORM SHALL SERVE AS A CONTRACTOR'S OFFICIAL NOTICE TO PROCEED WITH THE CHANGE TO WORK INCLUDED HEREIN.		

September 28, 2022

Marquita Shamlin – Purchasing Buyer
Town of Flower Mound
Flower Mound, TX

Ref.: Contract No. 2019-22-A Water Meters & Meter Reading Equipment Services
Contract Renewal Date: 1/1/2023 thru 1/1/2024

Dear Marquita,

After much consideration, we at Neptune Technology Group have judged it necessary to increase our prices to keep pace with our rising costs in raw materials, shipping, and operating costs. Neptune is proposing the following modest increases.

- All Sizes R900i Meters and all size R900i Retrofit Registers 5%
- 3" FH Meters 20%

Included with this letter is a Frequently Asked Questions (FAQs) document that will explain how our business has been affected, just as all others in our industry, with inflationary pressures. If you have any questions not addressed in the FAQs, please feel free to contact me.

This was a difficult, but necessary decision to make; and we understand how it impacts the Town of Flower Mound. Therefore, we would like to express our appreciation for your ongoing support, and we are confident these changes will help us to continue providing you with the quality products and services that help you, our valued customers.

Another minor change is to the shipping terms. Previously in our standard contract were stated as "Free on Board" or FOB Destination, which pertains to shipments going over water. Moving forward, we will use the term "Free Carrier" or FCA which covers the same terms as FOB, but includes all modes of transportation, including over land.

Neptune will also ship CIP (Carriage and Insurance Paid to) when we arrange and insure the freight on applicable qualifying orders and FOB destination is required by you.

Sincerely,



Charlie Trimble
Senior Territory Manager

Neptune Price Increase Frequently Asked Questions (FAQs)

Your price increase letter references “rising costs in raw materials, shipping, and operating costs” can you explain to what extent you are affected?

As reported by the [Bureau of Labor Statistics](#), the average annual inflation rate for the United States has risen to 7.04%. This number is an aggregate of all economic activity in the United States. In Neptune’s sector, we are primarily driven by the following economic areas: raw materials (copper), wages, and freight. Let’s drill down into each of these areas (as found at [US Bureau of Labor Statistics](#) and [Cass Information Systems](#)):

- Raw materials – PPI Index for Metal Products Copper Base Castings - USBLS
 - o **Inflation December 2021 versus December 2020 was 25.8%**
 - o Pre-Covid Inflation (March 2020 versus March 2019) was -1.62%
- Wages – Employment Cost Index - Wages and salaries for private industry workers in all industries and occupations - USBLS
 - o **Inflation September 2021 versus September 2020 was 4.6%**
 - o Pre-Covid Inflation (March 2020 versus March 2019) was 2.8%
- Freight – Cass Freight Index - [Cass Information Systems](#)
 - o **Inflation December 2021 versus December 2020 was 33.4%**
 - o Pre-Covid Inflation (March 2020 versus March 2019) was 1%

As you can see, our business environment has been significantly affected by inflationary pressure. This pressure is much higher than the 7.04% reported as the aggregate inflation rate.

Why is this price increase happening now?

In the time since our last price increase Neptune has absorbed the pricing pressure that we documented above. We absorbed that pricing pressure so we would not impact your vital business. However, we have reached a point where we are required to raise pricing so that we can maintain the same levels of quality and service that you, as our valued partner, appreciate.

Should I expect further price increases from Neptune?

Economists generally agree that we will continue to see higher than average inflationary pressure throughout 2022 and into 2023. Our current price increase anticipates short-term inflationary pressure, and we will re-evaluate pricing levels as it becomes necessary.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: December 5, 2022

FROM: Brian Waltenburg, Assistant Director of Engineering

ITEM: Consider approval of Change Order No. 1 for the Waketon Road project, amending the contract with Ed Bell Construction Company, to provide an increase to the contract in the amount of \$123,852.05; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: On May 12, 2021, Town Council approved a construction agreement with Ed Bell Construction Company for the Waketon Road project in the amount of \$4,335,111.00.

The project is a joint project with the Town of Double Oak. On April 20, 2020, an Interlocal Cooperation Agreement (ICA) with Double Oak was approved for the construction of the Waketon Road project. The ICA provided project funding from Double Oak for a not to exceed amount of \$2,966,904.87.

The Flower Mound section of the project includes the upgrade of approximately 1,550 linear feet of existing two-lane open ditch section asphalt roadway to a two-lane urban collector street section with an enclosed storm drainage system. The project also includes the installation of a roundabout at the Waketon Road/Chinn Chapel intersection. Flower Mound's proportional share of the construction award is \$2,034,684.25.

The Double Oak section of the project includes the upgrade of approximately 2,550 linear feet of existing two-lane open ditch section asphalt roadway to a two-lane urban collector street section with an enclosed storm drainage system. Double Oak's proportional share of the construction award is \$2,300,426.75, less than the not to exceed amount provided for in the ICA.

The change order will provide for quantity adjustments based on what was installed and measured in the field and additional items that were required to complete the project which were not anticipated or included in the project design. The Town of Double Oak approved their portion of the change order, in the amount of \$21,415.82 at their November 17, 2022 Town Council meeting, and is included as Attachment 2. The Town of Flower Mounds portion of the change order is \$102,436.23. If approved, this change order will increase the contract with Ed Bell Construction Company by \$123,852.05 for an updated contract amount of \$4,458,963.05.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$123,852.05

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 102,436.23	308-103-70465-6160
\$ 21,415.82	506-220-70465-6160

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

Total project cost is \$ 8,466,905 Funding sources are:

- Interlocal \$ 2,966,905
- Escrow \$ 60,839
- TIRZ \$ 5,439,161

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. Change Order 1
2. Double Oak Approval of Change Order 1.

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

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Ed Bell Construction Company

Project: **Waketon Road****CHANGE ORDER NO. 1**

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

	Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
Double Oak	Section I - 11	Remove Existing Trees	EA	Add	3	725.00	\$ 2,175.00
	Section I - 16	Furnish Cement	Ton	Add	33.71	200.00	\$ 6,742.00
	Section I - 55	Reinforced Concrete Pipe (CL III)(36 IN)	LF	Add	12	126.00	\$ 1,512.00
	Section I - 56	Reinforced Concrete Pipe (CL III)(48 IN)	LF	Deduct	12	194.00	\$ (2,328.00)
	Section I - CO1-A	Concrete Collar - For transition from 48" to 36" RCP	LS	Add	1	\$ 6,151.96	\$ 6,151.96
	Section I - CO1-B	Restock and Transportation fees	LS	Add	1	\$ 1,042.71	\$ 1,042.71
	Section I - CO1-C	Provide two 24" 45 degree bends to avoid utility conflict	LS	Add	1	\$ 727.20	\$ 727.20
	Section I - CO1-D	Stump Grinding	LS	Add	1	\$ 1,662.57	\$ 1,662.57
	Section I - CO1-E	Double Oak Town Hall Parking Lot Striping (Pd by Double Oak)	LS	Add	1	\$ 3,730.38	\$ 3,730.38
Section I Subtotal - Paid for by Double Oak							\$ 21,415.82
Flower Mound	Section II - 21	Hot-Mix Asphalt (2") (Type D Surface)	SY	Add	24	\$ 22.00	\$ 528.00
	Section II - 60	Type 'B' Storm Drain Junction Boxes (4'x4')	EA	Add	1	\$ 4,800.00	\$ 4,800.00
	Section II - 63	2'x2' Type "Y" Inlets	EA	Add	1	\$ 5,100.00	\$ 5,100.00
	Section II - 91	Constructing Detours	SY	Add	174.6	\$ 60.00	\$ 10,476.00
	Section II - CO1-A	Remove Flowable Fill and Disconnect Blowoff	LS	Add	1	\$ 5,344.77	\$ 5,344.77
	Section II - CO1-B	Tree Haul Off and Stump Grinding	LS	Add	1	\$ 1,454.40	\$ 1,454.40
	Section II - CO1-C	Stamped Concrete (Roadway)	SY	Add	279	\$ 237.43	\$ 66,242.97
	Section II - CO1-D	Remove Existing Safety End Treatment	EA	Add	1	\$ 500.00	\$ 500.00
	Section II - CO1-E	Rework Subgrade at Roundabout	EA	Add	1	\$ 6,403.48	\$ 6,403.48
	Section II - CO1-F	Drainage - Driveway Culvert and Regrading	EA	Add	1	\$ 1,586.61	\$ 1,586.61
Section II Subtotal - Paid for by Flower Mound							\$ 102,436.23
TOTAL							\$ 123,852.05

JUSTIFICATION**Section I - Work in Double Oak. These items will be paid by Double Oak.**

These items were approved by Double Oak Town Council on November 17, 2022.

Item 11 adjusts item quantity based on one additional actually removed and two more anticipated.

Item 16 additional Cement needed to stabilize subgrade from approx. Sta. 23+00 to 24+00.

Item 55 and Item 56 reduces 48 IN RCP due to 36 IN RCP being utilized to avoid utility conflict.

CO1-A provides payment for collar at transition between the 36 IN and 48 IN RCP

CO1-B provides payment for restocking fees associated with the unused 48 IN RCP as well as transportation fees associated with hauling the 36 IN and 48 IN RCP.

CO1-C provides payment for obtaining and installing two 45 Degree bends on SD LAT A-7 to avoid utility conflict.

CO1-D Two trees were found to be in conflict with sidewalk and were under Oncor's power lines. Oncor cut and removed trees and the contractor removed the stump.

CO1-E Restripe Town of Double Oak Parking Lot. To be paid for by Double Oak. Change Order No. 3 provides for adjustments to quantities based on the actual quantities installed and measured in the field.

Section II - Work in Flower Mound. These items will be paid by the Town of Flower Mound.

Item 21 - Provides payment for additional permanent asphalt. During construction, poor asphalt conditions were identified at the tie in locations. It was necessary to increase the limits of asphalt replacement in these locations.

Item 60 - Additional 4'x4' junction box installed at the request of the Town for future maintenance access.

Item 63 - Additional 2'x2' type "Y" inlet installed at the request of the Town to address steep slope issues identified in the field after installation of safety end treatment.

Item 91 - Provides payment for additional temporary asphalt for detours. Although the design met all standard details, as the temporary detour was installed it became apparent that additional asphalt width was needed to provide safe detours during construction.

CO1-A - Provides payment for removal of a temporary blowoff that was located during construction and in conflict with paving. The blowoff was buried and hidden by a previous contractor on a previous Town project.

CO1-B - Provides payment for removal of tree debris and stump grinding. A tree was in conflict with the project. The tree was removed by CoServ at no cost to the Town as it was intertwined with the overhead powerlines. CoServ left a portion of the tree and stump behind. The contractor was required to complete the removal.

CO1-C - Provides payment for stamped truck apron at the roundabout. During bidding, the Town of Double Oak and Denton County removed stamped concrete from their portion of the project. The design engineer inadvertently removed the quantity from the Town of Flower mound as well. No additional stamped concrete was added during construction and only stamped concrete that is on the plans and installed will be paid by the Town of Flower Mound.

CO1-D - Provides payment for removal of safety end treatment that was replaced with a 2'x2' type "Y" inlet. See item 63 of this change order.

CO1-E - Provides payment for additional subgrade work at the roundabout not anticipated during design. The additional work was required as a result of franchise utility relocations in the area and trash and debris that was in their backfill. Several utilities had relocations in this area and there was no way to determine who was responsible.

CO1-F - Provides payment for regrading a channel and clearing a driveway culvert which were not anticipated during design to improve drainage and prevent ponding of water on private property.

Original Contract

Change Order #1

Revised Contract Price

\$	4,335,111.00
\$	123,852.05
\$	4,458,963.05

Recommended
for Approval


Brian Waltenburg, PE
Assistant Director of Engineering

11/18/22
Date


Contractor
Contractor Title

11-18-2022
Date

Approved

Derek France
Mayor

Date

CHANGE ORDER No. 1

Effective Date: Upon execution by the Town Mayor

Owner: Town of Double Oak

Contractor: Ed Bell Construction Company

Project: Waketon Road (Cross Timbers Drive to 1350' East of Chinn Chapel)

CHANGE ORDER NO. 1

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
11	Remove Existing Trees	EA	Add	3	725.00	\$ 2,175.00
16	Furnish Cement	Ton	Add	33.71	200.00	\$ 6,742.00
55	Reinforced Concrete Pipe (CL III)(36 IN)	LF	Add	12	126.00	\$ 1,512.00
56	Reinforced Concrete Pipe (CL III)(48 IN)	LF	Deduct	12	194.00	\$ (2,328.00)
CO1-A	Concrete Collar - For transition from 48" to 36" RCP	LS	Add	1	\$ 6,151.96	\$ 6,151.96
CO1-B	Restock and Transportation fees	LS	Add	1	\$ 1,042.71	\$ 1,042.71
CO1-C	Provide two 24" 45 degree bends to avoid utility conflict	LS	Add	1	\$ 727.20	\$ 727.20
CO1-D	Stump Grinding	LS	Add	1	\$ 1,662.67	\$ 1,662.67
CO1-E	Double Oak Town Hall Parking Lot Striping (Pd by Double Oak)	LS	Add	1	\$ 3,730.38	\$ 3,730.38
SUBTOTAL						\$ 21,415.82

JUSTIFICATION

Item 11 adjusts item quantity based on one additional actually removed and two more anticipated.

Item 16 additional Cement needed to stabilize subgrade from approx. Sta. 23+00 to 24+00.

Item 55 and Item 56 reduces 48 IN RCP due to 36 IN RCP being utilized to avoid utility conflict.

CO1-A provides payment for collar at transition between the 36 IN and 48 IN RCP

CO1-B provides payment for restocking fees associated with the unused 48 IN RCP as well as transportation fees associated with hauling the 36 IN and 48 IN RCP.

CO1-C provides payment for obtaining and installing two 45 Degree bends on SD LAT A-7 to avoid utility conflict.

CO1-D Two trees were found to be in conflict with sidewalk and were under Oncor's power lines. Oncor cut and removed trees and the contractor removed the stump.

CO1-E Restripe Town of Double Oak Parking Lot. To be paid for by Double Oak.

REVISED CONTRACT AMOUNTS

Original Contract	\$ 2,300,426.75
Change Order #1	\$ 21,415.82
Revised Contract Price	\$ 2,321,842.57

Recommended

11-22-22

11-22-2022

for Approval

Steven D. Templar, P.E.

Date

Contractor

Date

Town Engineer

Contractor Title

Approved

Mike Donnelly

Date

Mayor of Double Oak



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: December 5, 2022

FROM: Dale Crown, Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., for the design phase services associated with the Karnes Road Street Improvements project, in the amount of \$97,438.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project consists of the reconstruction and improvement of Karnes Road (approx. 640 feet). The existing asphalt road is a rural section with bar ditches. The roadway will be reconstructed to an urban concrete section with curb and gutter.

The scope of the Professional Services Agreement includes the preparation of design plans, contract specifications, construction cost estimates and record drawings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The existing asphalt road has experienced pavement failures and cracking. A decision not to approve the Professional Services Agreement would result in the pavement failures worsening over time and continued maintenance.

FISCAL IMPACT: \$97,438.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$97,438.00	308-103-70632-6070

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

Total project cost is \$830,000. Funding sources are:

- TIRZ \$ 830,000

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
TEAGUE NALL AND PERKINS, INC.**

This contract is entered into on this 5th day of December, 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 **Teague Nall and Perkins, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 3200 South Interstate 35E, Suite 1129, Denton, Texas 76210.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Karnes Road Street Improvements project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Ninety Seven Thousand Four Hundred Thirty Eight and No/100 Dollars (\$97,438.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

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

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

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

XIX. **Notice Information**

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

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

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

Christopher Hartke, P.E.
Principal in Charge
Teague Nall and Perkins, Inc.
3200 South Interstate 35E, Ste. 1129
Denton, Texas 76210
940-205-4409 Telephone
chartke@tnpinc.com Email

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.**No Third Party Beneficiary**

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

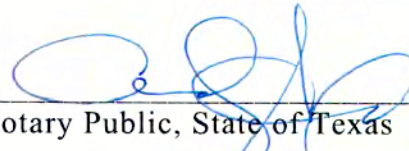
CONSULTANT:**Teague Nall and Perkins, Inc.**

By: Christopher Hartke
 Name: Christopher Hartke
 Title: Director of Engineering Services
 Date Signed: 11/8/22

State of Texas §
 §
 County of Denton §

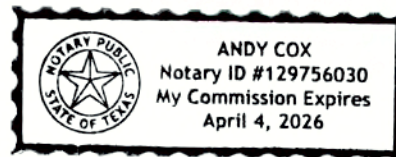
This instrument was acknowledged before me on the 28th day of November, 2022, by Christopher Hartke in his capacity as Director of Engineering Services of Teague Nall & Perkins, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Teague Nall & Perkins Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 28th DAY OF NOV, 2022.


 Notary Public, State of Texas

My Commission Expires:

April 4, 2026



ATTACHMENT 'A'

SCOPE OF WORK

PROJECT NAME: Karnes Road Street Improvements

TNP PROJECT NUMBER: TBD

CLIENT: Town of Flower Mound, TX

ADDRESS: 2121 Cross Timbers Road
Flower Mound, TX 75028

The Town of Flower Mound (the **CLIENT**) hereby requests and authorizes Teague Nall and Perkins, Inc., (the **CONSULTANT** or **TNP**) to perform the following services:

Article I

SCOPE OF BASIC SERVICES:

In general, the scope of Basic Services will be to provide professional engineering and surveying services for preparation of construction plans and bid documents for reconstruction of Karnes Road from Old Settlers Rd to Cross Timbers Road. Attachment 'C' reflects the project limits.

The scope of work is more specifically outlined below.

Task 1: Design Survey

CONSULTANT shall provide all office and field work necessary to perform a Topographic Design Survey, Tree Survey, and Right of Way resolution along Karnes Road between Old Settlers Road and Cross Timbers Road:

- a. **Topographic Design Survey:** The Survey will identify the topography, visible features and above ground improvements including pavement, curbs, fences, signs, sidewalks, visible utilities, manholes, valves, landscaped areas, and other pertinent features within the project area as necessary for engineering design. The survey limits will extend approximately 10' beyond the apparent right of way on each side of Karnes Road and will include the entire intersections at each end of Karnes Road. A minimum of three (3) horizontal and vertical control points shall be established at strategic locations within or near the project area for use during the design and construction phases of the project.
- b. **Tree Survey:** All trees measuring 3" DBH and larger will be located and tagged within the project limits. The intent of this Survey is for location purposes only and in no way constitutes an official signed and sealed Tree Survey.
- c. **Right of Way Resolution:** Sufficient property corners will be located and reviewed by a Registered Professional Land Surveyor to determine property lines and rights-of-way within the project limits.

The Topographic Design Survey will identify topography (one-foot contours), visible features and above ground improvements including pavement, curbs, structures, fences, sidewalks, utilities, valves, manholes, hydrants and other pertinent features within the project area as necessary for engineering design. *Boundary surveys and underground utility information, including invert measurements, are not included in the scope of services proposed herein.* A minimum of 2 (two) benchmarks will be provided at strategic locations within or near the project area for use during design and construction.

Texas811 will be notified to coordinate marking of underground utilities. However, lacking

excavation, the exact location of underground utilities and features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the CLIENT is advised that excavation may be necessary.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

Task 2: Subsurface Utility Engineering (SUE)

CONSULTANT shall provide Subsurface Utility Engineering Quality Level B (QL-B) and two (2) Quality Level A (QL-A) test holes on Karnes Road. Below is a list of the quality levels and methodologies.

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-"D") – Generally QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
 - Quality Level C (QL-"C") - Generally QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information. Incorporates QL-"D" information. (Limited in this scope, this scope is to cover underground utility crossings)
 - Quality Level B (QL-"B") – Generally QL-"B", also known as "designating" indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-"D" & QL-"C" information.
 - Quality Level A (QL-"A") - Generally QL-"A", also known as "locating", indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-"D" QL-"C" & QL-"B" information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility

owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.

4. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
6. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
7. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
8. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B" for the existing ROW of Karnes Rd from the east curb return of Old Settlers Rd to the south/west curb return of Cross Timbers Rd

This work includes:

- a. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
- b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectable indications of the location of anticipated subsurface utilities.

- c. Marking all locations that can be validated, using paint, flags or other devices.
- d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.

Based on ASCE Standard 38-22 standards, a PDF and 2d CADD file depicting the subsurface utilities designated signed and sealed by a Professional Engineer. Quality Level A Utility Test Hole – TNP will excavate by air-vacuum or other minimally invasive methods up to **two (2) test holes**, on existing lines to be determined. If locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below.

This work includes:

- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- b. Coordinating with Client, property owner, and/or permitting authorities as needed, permission or rights-of-entry with help from The Client
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than signs and cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

TNP

Task 3: Construction Plans & Bid Documents

The CONSULTANT will develop construction plans for the streets based on the survey and applicable Town requirements.

The west project limit includes reconstruction of the roadway and sidewalk ramps along the east edge of pavement of Settlers Road. One new crosswalk and ramp will be provide to cross Old Settlers Rd. The east project limit will tie in to the existing concrete section approximately 45-ft west of Cross Timbers Road (FM 1171). No TxDOT coordination or permitting is anticipated. The existing sidewalk along the north side of Karnes Road is to remain.

The existing roadway is an asphalt rural section without curbs and appears to run along a ridge with all runoff water draining away from the road overland to the north and the south. The proposed roadway is anticipated to be an urban concrete section with curb and gutter. Where feasible, drainage will be east to west and outfalling onto Old Settlers Rd. No underground drainage is anticipated, and no underground utilities are proposed.

TNP will provide the following deliverables:

- Schematic Plans (30%): The schematic submittal will consist of preliminary roadway plans and profiles and preliminary cross sections.
- Prefinal Plans, Opinion of Construction Cost, Technical Specification (90%)
- Bid Documents
 - Sealed Construction Plans

- 0 Opinion of Construction Cost
- 0 Project Manual (Contract documents and technical specification)

The bid documents will include technical specifications, estimated quantities, instructions to bidders regarding insurance and bonds, maps identifying the streets to be rehabilitated, and plans and details as necessary to convey the intent of the work. The CONSULTANT will prepare an Opinion of Probable Construction Cost based on the proposed improvements.

The construction documents will include:

- Cover Sheet
- General Notes and Typical Sections
- Street Plans
 - 0 Plan and Profile Sheets
 - 0 Driveway profiles or connection details
 - 0 Proposed cross sections
 - 0 Erosion control plans
 - 0 Grading plan (if required)
- Detail Sheets
 - 0 The construction plans will include any necessary special construction details
 - 0 Applicable Town standard details
- Project Manual
 - 0 Contract Documents
 - 0 Pay item list / bid form
 - 0 Project technical specifications

Task 4: Bid Support

The CONSULTANT will provide up to 10 hard copy sets and an electronic version of the bid documents for use in bidding, award of contracts and construction. The Town will be responsible for advertisement for bids and for dispersing all plans and specifications to prospective bidders. The CONSULTANT will provide technical support to the Town during the bidding and contract award phase by responding to questions. This task will be billed at hourly rates.

Task 5: Construction Phase Services

The CONSULTANT will provide construction support services as requested by the Town staff. The likely services are as follows:

The CONSULTANT will attend and participate in a preconstruction meeting with the Contractor and Town staff to identify points of contact and clarify any construction issues.

The CONSULTANT will visit the site on an irregular basis as necessary, up to 3 visits are assumed.

The CONSULTANT will consult and advise the Town, prepare routine change orders as required, review shop drawings submittals and materials testing reports, make monthly pay recommendations based on contractor pay requests, address questions during construction, and coordinate with the field inspector. This task will be billed at hourly rates.

ASSUMPTIONS AND EXCLUSIONS

1. The fees shown are for the scope of work as indicated above. Changes in the scope of work will require a reconsideration of the fees shown or may be completed as Additional Services.

2. No boundary surveying is included in the scope of this agreement.
3. No Geotechnical Engineering is included in the scope of this agreement. The proposed pavement will be per the Town typical section standards
4. The scope of this agreement does not include construction staking, construction inspection or materials testing. However, all these services can be provided upon request.
5. No traffic control plans will be prepared as part of the scope of this agreement. The CONSULTANT will provide criteria (allowable lane closures, etc.) for the contractor to use in preparing traffic control plans.
6. It is understood that the existing drainage system may or may not have the capacity to convey any specific design storm. It is assumed that storm sewer modifications will not be made, therefore no capacity calculations or proposed drainage design will be performed.

ATTACHMENT 'B'

COMPENSATION to be on a basis of the following:

1. **BASIC SERVICES FIXED FEE:** The CLIENT agrees to pay the CONSULTANT the following fees for **BASIC SERVICES** as outlined above. **BASIC SERVICES** shall be in accordance with payment terms.

Task	Fees:
Task 1: Surveying Services	
Task 1a: Topographic Design Survey	\$5,000.00
Task 1b: Tree Survey	\$2,700.00
Task 1c: Right of Way Resolution	\$4,000.00
Task 2: Subsurface Utility Engineering (SUE)	
Task 2a: Level B SUE Investigation	\$15,500.00
Task 2a: Level A SUE Investigation (2 test holes @ \$2,400/ea)	\$4,400.00
Task 3: Construction Plans and Bid Documents	\$55,000.00
Task 4: Bid Support (Hourly)	\$4,000.00
Task 5: Construction Administration (Hourly)	\$4,000.00
Task 6: Reimbursable Expenses (3%)	\$2,686.00
Total	\$97,438.00

1. **BASIC SERVICES FIXED FEE:** The CLIENT agrees to pay the CONSULTANT the fees shown above for the tasks identified not identified as Hourly. **BASIC SERVICES** shall be in accordance with payment terms.
2. **BASIC SERVICES HOURLY:** The ENGINEER shall be compensated on an hourly basis for those tasks identified above as Hourly tasks. Payment will be at ENGINEER's standard hourly rates for personnel working on the project. A schedule of ENGINEER's hourly rates is provided as Attachment 'D'. Services shall be billed monthly based on actual time spent working on the project by ENGINEER's staff. The fees shown above for hourly services are estimates only. The ENGINEER makes no guarantee that the fees will not exceed the amounts shown. The ENGINEER will not exceed the CLIENT prior to exceeding the estimated fees shown.
3. **ADDITIONAL SERVICES:** **ADDITIONAL SERVICES** shall be any service provided by the CONSULTANT which is not specifically included in **BASIC SERVICES** as defined above.

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.
4. **PAYMENT TERMS:** The CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Billings for fixed fee services shall be based on the percentage of work complete. Delays of payment in excess of 30 days from invoice date may result in cessation of services until payment is received. Additionally, CONSULTANT

may withhold all work products and documents until payment is received in full. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render timely payment.

Agreement by CLIENT to this contract acknowledges available funding for the proposed services provided by the CONSULTANT. Payment for services shall not be contingent upon the CLIENT's available project specific funds or anticipated future funding.

Article III

SCHEDULE: The project will proceed generally as follows:

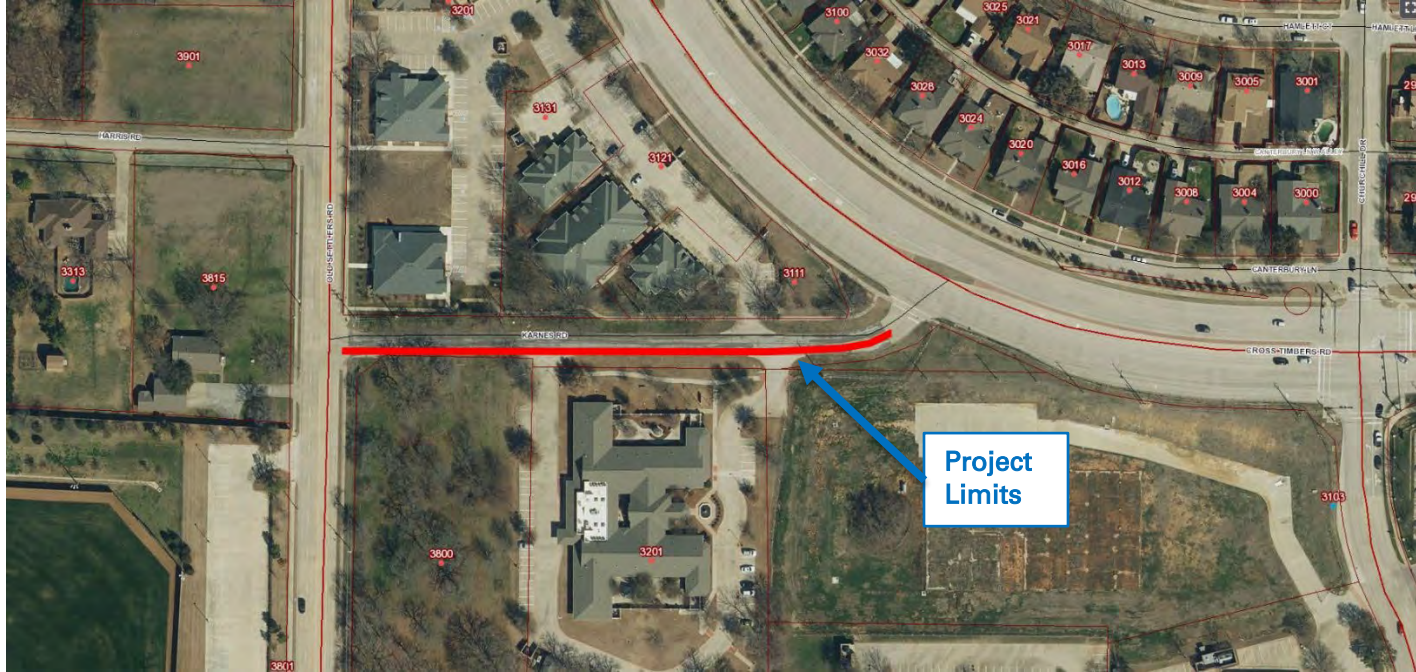
The design survey and geotechnical investigation will be conducted concurrently.

Construction Plans and Bid Documents

Design Survey	Will begin within ten working days of written authorization
Project Kickoff	2 weeks after written authorization
Topographic Survey and SUE	4 weeks after written authorization
Schematic Plans (30%)	6 weeks after Project Kickoff
Schematic Review Charette	1 week after Schematic plans submittal
Pre-Final Plans (90%)	8 weeks from receipt of schematic comments
Bid Documents (100%)	4 weeks after receipt of pre-final comments

ATTACHMENT 'C' Project Limits

Karnes Road Street Improvements Limits



ATTACHMENT 'D'**Teague Nall and Perkins, Inc.****2022 Standard Hourly Rates (vers 121622)****Effective January 1, 2022 to December 31, 2022**

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	270.00
Team Leader	260.00
Senior Project Manager	250.00
Project Manager	200.00
Senior Engineer	260.00
Project Engineer	170.00
Engineer III/IV	140.00
Engineer I/II	130.00
Senior Landscape Architect/Planner	200.00
Landscape Architect / Planner	180.00
Landscape Designer	125.00
Senior Designer	165.00
Designer	150.00
Senior CAD Technician	135.00
CAD Technician	120.00
IT Technician	180.00
Clerical	85.00
ROW Manager	220.00
Senior ROW Agent	175.00
ROW Agent	135.00
Relocation Agent	170.00
ROW Admin	90.00
Intern	80.00
Surveying	Billing Rate
Survey Manager	245.00
Registered Professional Land Surveyor (RPLS)	210.00
Field Coordinator	145.00
S.I.T. or Senior Survey Technician	145.00
Survey Technician	120.00
1-Person Field Crew w/Equipment**	155.00
2-Person Field Crew w/Equipment**	185.00
3-Person Field Crew w/Equipment**	210.00
4-Person Field Crew w/Equipment**	230.00
Flagger	55.00
Abstractor (Property Deed Research)	95.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	420.00
Terrestrial Scanning Equipment & Crew	265.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate	
Senior Utility Coordinator	175.00	
Utility Coordinator	160.00	
Sr. Utility Location Specialist	165.00	
Utility Location Specialist	100.00	
1-Person Designator Crew w/Equipment***	155.00	
2-Person Designator Crew w/Equipment***	180.00	
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only) – 4 hr. Min	300.00	
Core Drill (equipment only)	790.00	per day
SUE QL-A Test Hole (0 < 8 ft)****	2,200.00	each
SUE QL-A Test Hole (> 8 < 15 ft)****	2,700.00	each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate	
Construction Inspector I/II	110.00	
Construction Inspector III	120.00	
Senior Construction Inspector	140.00	
Construction Superintendent	185.00	
Senior Project Manager	250.00	
Construction Manager	200.00	

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice photocopies, plans or documents on CD, DVD or memory devices, and separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2022 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.

****Does not include Level B Designating effort.



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: December 5, 2022

FROM: Dale Crown, Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., for the design phase services associated with the Hillside Lane Reconstruction project, in the amount of \$140,498.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project consists of the reconstruction of Hillside Lane (approx. 1,300 feet). The project also includes the replacement of the sanitary sewer along the street.

The scope of the Professional Services Agreement includes the preparation of design plans, contract specifications, construction cost estimates, and record drawings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The existing asphalt street has experienced failures with extensive cracking. The existing sanitary sewer main and service lines are vitrified clay pipe, a material that is no longer a Town standard given its brittleness and susceptibility of failure due to tree roots. The sanitary sewer service lines have had past maintenance issues along Hillside Lane. A decision not to approve the Professional Services Agreement would result in pavement failures worsening over time and maintenance issues with the existing sewer main and service lines.

FISCAL IMPACT: \$140,498.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$140,498.00	316-560-78045-6160

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

Total project cost is \$1,500,000. Funding sources are:

- Dedicated Sales Tax \$ 1,500,000

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
PACHECO KOCH CONSULTING ENGINEERS, LLC**

This contract is entered into on this 5th day of December, 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 **Pacheco Koch Consulting Engineers, LLC**, (“hereinafter referred to as “CONSULTANT”) whose address is 4060 Bryant Irvin Rd., Fort Worth, TX 76109.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Hillside Lane Reconstruction project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Forty Thousand Four Hundred Ninety-Eight and No/100 Dollars (\$140,498.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's

approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to

provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, 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, providing coverage to the extent liability exists in the absence of a contract or agreement.

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

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

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

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

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

If the policy will not provide the required notifications above, the insured shall satisfy the requirements of this paragraph.

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

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

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

D. CONSULTANT agrees to the following:

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

for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

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

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of

this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

information. The term “Confidential Information” shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN’s attorney.

XIX.

Notice Information

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

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

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

Mark A. Pacheco, P.E., R.P.L.S.
President
Pacheco Koch Consulting Engineers, LLC
7557 Rambler Road, Suite 1400
Dallas, Texas 75231
972-235-3031 Telephone
mpacheco@pkce.com

Westwood Professional Services, Inc.,
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
Attention: General Counsel
Email: legal@westwoodps.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.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship

with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Pacheco Koch Consulting Engineers, LLC

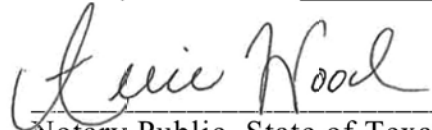
By: 
 Name: Brian D. O'Neill, P.E., CFM
 Title: Director, Public Infrastructure

Date Signed: 11/15/2022

State of Texas §
 §
 County of Tarrant §

This instrument was acknowledged before me on the 15th day of November,
 20 22, by Brian D. O'Neill, P.E., CFM in his capacity as Director of
 Pacheco Koch Consulting Engineers, LLC, a Limited Liability Company known to me to be the person
 whose name is subscribed to the foregoing instrument, and acknowledged that he
 executed the same on behalf of and as the act of Pacheco Koch Consulting Engineers, LLC

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15th
 DAY OF November, 2022


 Notary Public, State of Texas

My Commission Expires:

09-08-2024

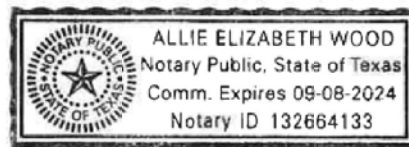


EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

EXHIBIT 'A' – SCOPE OF SERVICES

HILLSIDE LANE RECONSTRUCTION (EDGEFIELD TRAIL TO TIMBER VALLEY DRIVE)

PROJECT DESCRIPTION:

The project consists of the reconstruction of the 2-lane roadway along Hillside Lane between Edgefield Trail and Timber Valley Drive. The reconstruction will also include reconstruction of the sidewalk and pedestrian ramps. The reconstruction is planned to be 27' width with 4' wide sidewalks matching the original section. The project will also include with the necessary utility adjustments; sanitary sewer rehabilitation planned to be CIPP, striping, signing, traffic control, and other details. The water main was reported in good condition and not included to be replaced but would remain in place. The total project length is approximately 1,300 LF. (PROJECT)

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The purpose of the conceptual design is for the CONSULTANT to

- Study the project,
- Identify and develop alternatives,
- Present (through the defined deliverables) these alternatives to the OWNER,
- Recommend the alternatives that successfully address the design problem, and
- Obtain the OWNER's endorsement of the selected concept.

CONSULTANT will develop the conceptual design of the infrastructure as follows.

1. Data Collection

- In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

2. The Conceptual Design Package shall include the following:

- Conceptual (30%) plans to include:
 - Roadway plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Sanitary Sewer Layout
Scale 1" = 20' Horizontal
- Documentation of key design decisions.
- Conceptual opinion of probable construction cost with a 20% contingency.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

1. Submit four (4) half sized 11"x17" of preliminary 30% plans, PDF of plans and conceptual opinion of probable construction costs to the OWNER for review.

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Roadway plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Cross Section Sheets
Scale 1" = 20' Horizontal; 1" = 4' Vertical
 - Sanitary Sewer plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Erosion Control Plans
 - Construction Sequencing/Phasing Plan
 - Intersection Layout Sheet(s) with Pavement Markings
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
4. Submit four (4) half sized 11"x17" of preliminary 60% plans, four (4) sets of preliminary construction contract documents, PDF of plans/contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit four (4) half sized 11"x17" sets of 90% plans, four (4) set of 90% construction contract documents, PDF of plans/contract documents, and 90% opinion of probable construction costs for OWNER review.
3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
6. Submit four (4) sealed (100%) half size 11"x17" sets of final plans and construction documents for OWNER use and five (5) half size 11"x17" sets of final plans and construction contract documents for bidding along with sealed PDF copy of plans & contract documents.
7. Submit DWG and any word documents (if requested) to the OWNER on a CD-ROM disk or flash drive.

E. Project Completion

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned half size 11"x17" black and white PDF images, TIFF images and AutoCAD files.

F. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

SPECIAL SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be tied. Additional surveying may be necessary to verify the limits of drainage areas and channel transitions.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

5. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20' adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Services not included in this contract:

- *Construction observation or inspection services*
- *Drainage Area Map and Drainage Calculations*
- *Bidding or Construction Phase services*
- *Water Main Design*
- *Subsurface Utility Exploration/Engineering*
- *As-built surveys of constructed improvements*
- *Public hearings or Town Council/Commission meetings*

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

- *Geotechnical engineering*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Traffic Signal Design*
- *Illumination Design*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC
(CONSULTANT) for Consulting
Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

HILLSIDE LANE RECONSTRUCTION (EDGEFIELD TRAIL TO TIMBER VALLEY DRIVE)

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$ 140,498.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A.	Project Management, Coordination & Permitting	\$ 10,145.00
B.	Conceptual Design (30% Submittal)	21,975.00
C.	Preliminary Design (60% Submittal)	58,835.00
D.	Final Design (90% & 100% Submittals)	29,882.50
E.	Project Completion	740.00
F.	Direct Expense (Not to Exceed)	<u>1,300.50</u>
		\$ 122,878.00

Special Services

A.	Field Survey	<u>17,620.00</u>
		\$ 17,620.00

TOTAL **\$ 140,498.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

EXHIBIT 'A' – SCOPE OF SERVICES

HILLSIDE LANE RECONSTRUCTION (EDGEFIELD TRAIL TO TIMBER VALLEY DRIVE)

PROJECT DESCRIPTION:

The project consists of the reconstruction of the 2-lane roadway along Hillside Lane between Edgefield Trail and Timber Valley Drive. The reconstruction will also include reconstruction of the sidewalk and pedestrian ramps. The reconstruction is planned to be 27' width with 4' wide sidewalks matching the original section. The project will also include with the necessary utility adjustments; sanitary sewer rehabilitation planned to be CIPP, striping, signing, traffic control, and other details. The water main was reported in good condition and not included to be replaced but would remain in place. The total project length is approximately 1,300 LF. (PROJECT)

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The purpose of the conceptual design is for the CONSULTANT to

- Study the project,
- Identify and develop alternatives,
- Present (through the defined deliverables) these alternatives to the OWNER,
- Recommend the alternatives that successfully address the design problem, and
- Obtain the OWNER's endorsement of the selected concept.

CONSULTANT will develop the conceptual design of the infrastructure as follows.

1. Data Collection

- In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

2. The Conceptual Design Package shall include the following:

- Conceptual (30%) plans to include:
 - Roadway plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Sanitary Sewer Layout
Scale 1" = 20' Horizontal
- Documentation of key design decisions.
- Conceptual opinion of probable construction cost with a 20% contingency.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

1. Submit four (4) half sized 11"x17" of preliminary 30% plans, PDF of plans and conceptual opinion of probable construction costs to the OWNER for review.

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Roadway plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Cross Section Sheets
Scale 1" = 20' Horizontal; 1" = 4' Vertical
 - Sanitary Sewer plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Erosion Control Plans
 - Construction Sequencing/Phasing Plan
 - Intersection Layout Sheet(s) with Pavement Markings
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
4. Submit four (4) half sized 11"x17" of preliminary 60% plans, four (4) sets of preliminary construction contract documents, PDF of plans/contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit four (4) half sized 11"x17" sets of 90% plans, four (4) set of 90% construction contract documents, PDF of plans/contract documents, and 90% opinion of probable construction costs for OWNER review.
3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
6. Submit four (4) sealed (100%) half size 11"x17" sets of final plans and construction documents for OWNER use and five (5) half size 11"x17" sets of final plans and construction contract documents for bidding along with sealed PDF copy of plans & contract documents.
7. Submit DWG and any word documents (if requested) to the OWNER on a CD-ROM disk or flash drive.

E. Project Completion

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned half size 11"x17" black and white PDF images, TIFF images and AutoCAD files.

F. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

SPECIAL SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be tied. Additional surveying may be necessary to verify the limits of drainage areas and channel transitions.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

5. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20' adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Services not included in this contract:

- *Construction observation or inspection services*
- *Drainage Area Map and Drainage Calculations*
- *Bidding or Construction Phase services*
- *Water Main Design*
- *Subsurface Utility Exploration/Engineering*
- *As-built surveys of constructed improvements*
- *Public hearings or Town Council/Commission meetings*

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC,
(CONSULTANT) for Consulting
Services

- *Geotechnical engineering*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Traffic Signal Design*
- *Illumination Design*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, LLC
(CONSULTANT) for Consulting
Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

HILLSIDE LANE RECONSTRUCTION (EDGEFIELD TRAIL TO TIMBER VALLEY DRIVE)

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$ 140,498.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A.	Project Management, Coordination & Permitting	\$ 10,145.00
B.	Conceptual Design (30% Submittal)	21,975.00
C.	Preliminary Design (60% Submittal)	58,835.00
D.	Final Design (90% & 100% Submittals)	29,882.50
E.	Project Completion	740.00
F.	Direct Expense (Not to Exceed)	<u>1,300.50</u>
		\$ 122,878.00

Special Services

A.	Field Survey	<u>17,620.00</u>
		\$ 17,620.00

TOTAL **\$ 140,498.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: December 5, 2022

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider increasing the annual contract amount with Midway Press to provide printing services for the Parks and Recreation Department's Adventures Guide from \$23,000 to \$29,500.

BACKGROUND INFORMATION: The Town of Flower Mound Parks and Recreation Department prints its Adventures Guide three times a year, and mails copies to every residence in Flower Mound. Additional copies are also made to be available at the Community Activity Center, Senior Center, Library, and Town Hall, which includes copies to be given in new residents' welcome packets. Midway Press was awarded the contract in 2019 after a competitive bid process. Since 2019, rises in the cost of paper and a growing population have increased the Town's expenditure to an amount over 25% of the original contract of \$23,000, which requires council approval.

The current contract, Contract No. 2019-147-A, was renewed on August 6, 2022, for one year, and has one more renewal option before expiring in August 2024. Staff expect costs for fiscal year 2022-2023 to be in the amount of \$29,500 with possible increases for fiscal year 2023-2024 dependent on paper costs.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$29,500

Proposed Expenditure/(Revenue):	Account Number(s):
\$29,500	100-630-34400-5200

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

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

ATTACHMENTS:

1. Midway Press Contract
2. Midway Press Quote

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Midway Press, Ltd. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Printing of Parks and Recreation Adventures Guide Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants form employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Attachment A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
- a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
18. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
21. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
24. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
25. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
26. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
 Purchasing Manager
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: _____
 Title: _____
 Company Name: _____
 Address: _____
 City, State, Zip: _____

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

27. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
28. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: MIDWAY PRESS, LTD TOWN OF FLOWER MOUND, TEXAS

By: Sarah Catalano
 Name: Sarah Catalano
 Title: sales associate

Date: 8/7/2019 | 10:48 AM PDT

By: Steve Dixon

Mayor Steve Dixon

Date: 8/7/2019 | 1:33 PM PDT

Attachment A

Quote
for
Town of Flower Mound
Community Services Adventure Guide

June 6, 2019

Midway Press, Ltd. will provide the following printing services:

- Paper: CV: 70# Gloss Book #3 Interior: 50# Offset
- Finished size: 8.5" X 11"
- Color: 4/4
- Binding: Saddle Stitched
- Mailing: Included, process customer supplied mail list, ink jet and sort, and prepare postal paperwork
- Finishing: Strap tied and skid packed
- Delivery: Not Included

Quantity:	25,000
------------------	---------------

4 + 20:	\$6,169.60
4 + 24:	\$6,611.22
4 + 28:	\$7,962.83
4 + 32:	\$7,594.47

Delivery to Metro Mailer: \$130.00

Delivery to Flower Mound Activity Center: \$130.00

This bid is good for the above stated job specifications. Any changes to the above could affect the pricing of this job.

Accepted by:

Presented by:

Steve Dixon

Town of Flower Mound

Sarah Catalano

Midway Press, Ltd.

Due to the volatility of the current paper market, these prices are subject to any change in paper costs.

History of Midway Press

Midway Press has been a preferred publication printer since our inception in June 1985. We're proud to be a family-owned company and are dedicated to providing top-quality products with unmatched customer service at competitive prices. We pride ourselves on the partnerships we form with all of our clients. By constantly investing in our company, Midway is able to offer comprehensive printing capabilities while ensuring that our production processes are as efficient as possible.

In 2006, we moved from our original location in Addison to our current home on Regal Row in Dallas. Since then, thanks to the growth of our customer base, we've expanded our footprint into a larger facility that houses our sales and service offices and ever-expanding printing and binding operations.

At Midway Press, we firmly believe in the power of partnerships. Delivering unmatched customer service and establishing lasting and mutually beneficial relationships with our clients is of the utmost importance to us. As a Midway client, you'll have complete accessibility to all of our resources, and we'll be available throughout the production process to make sure everything flows seamlessly, from start to finish, with complete transparency.

We take our impact on the environment seriously. Midway is committed to an extensive recycling program, including everything from paper and inks to the plates we use on our presses.

Last year, Midway recycled 2,701 tons of material. As a result, we saved 45,917 trees and 18.9+ million gallons of water, kept 8,913 cubic yards of refuse from going into a landfill, and reduced the emission of air-polluting chemicals by 162,000 pounds.

We're proud of our efforts and continually strive to do whatever we can to protect the environment!

Timeline of a job at Midway Press

When bringing a job to Midway Press, the process starts with the customer uploading their print ready, single PDF files to Midway. We accept files through a FTP site or through Insite, whichever avenue the customer feels most comfortable using. Midway will plate the job for press. For the Town of Flower Mound, the job will be running on our heat set presses.

One signatures are printed on the press, the job will move to bindery to be stitched and trimmed.

All of the production will take place at our location on Regal Row in Dallas. Depending on the time of month the job comes in, turnaround time is usually 5-12 days. The more in advance we are given notice of a job, the quicker the turnaround time can be.

MIDWAY PRESS REFERENCES

Austin Woman

Melinda Garvey

Melinda@awmediainc.com

512-328-2421

Senior News

Don McNeil

Donovan_mcneil@imap.cc

800-736-7350

Avid Golfer

Craig Rosengarden

craig@myavidgolfer.com

972-550-9000

Frisco Style

Chris Johnson

chris@stylepublishing.com

972-335-1181

Quote
for
Town of Flower Mound
Community Services Adventure Guide

Effective September 1, 2022

Midway Press, Ltd. will provide the following printing services:

- Paper: CV: 70# Gloss Book #3 Interior: 50# Offset
- Finished size: 8.5" x 11"
- Color: 4/4
- Proofs: Digital Proof
- Binding: Saddle Stitched and Trimmed
- Mailing: Not Included
- Finishing: Strap tied and skid packed
- Delivery: Not Included

Quantity:	25,000	M's
4 + 20:	\$7,129.89	\$253.68
4 + 24:	\$7,772.80	\$274.73
4 + 28:	\$9,232.71	\$331.57

Extra 4 pages of offset @ 25,000 copies: \$607.05

Delivery to Metro Mailer: \$150.00

Delivery to FM Activity Center: \$150.00

This bid is good for the above stated job specifications. Any changes to the above could affect the pricing of this job. This bid is also based upon the current market price for the paper used on this job.

Accepted by:

Presented by:

Town of Flower Mound

Midway Press, Ltd.

This bid is good for 30 days.



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: December 5, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: Consider approval for the purchase and installation of a new pavilion structure and site amenities from We Build Fun, Inc. for the Dixon Park Improvements project through the Texas Local Government Purchasing Cooperative, in the amount of \$47,282.77.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved the Dixon Park Improvements project for the Fiscal Year 2022-2023. This project will provide for the purchase and installation of a new prefabricated pavilion structure, picnic benches, and addition trash receptacles to the park.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$47,282.77

Proposed Expenditure:

\$47,282.77

Account Number(s):

317-110-90829-6210

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

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

- Dedicated Sales Tax \$ 100,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal

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



*an exclusive Miracle Recreation Dealer
for North and Central Texas*

CUSTOMER INFORMATION

Customer: **Town of Flower Mound**
 Contact: **Brennon Peltier**
 Contact Info: **Brennon.Peltier@flower-mound.com**
 Project Name: **Dixon Park Pavilion**
 Site Address: **6001 Windridge Lane, Flower Mound, 75028**
 End User: **Town of Flower Mound**
 Ship To: **TBD**

CONSULTANT

Tracy Shore (469) 416-1323

QUOTE

Quote Date **11/7/2022** Valid Until **12/7/2022**

Est. Delivery: **26-28 Weeks** Est. Install **TBD**

Buyboard Contract # 679-22

ITEM	DESCRIPTION	QTY	EACH	TOTAL
PAVILION	Classic Recreation Systems "Mesa" model as follows: - Size 16'x20', 1 tier, HR-36 steel roof, 24 Ga. trim, surface mount, 4:12 roof pitch, 4 columns, 8' eave height, frame finish is zinc rich primer w/ TGIC powder coat	1	\$15,615.00	\$15,615.00
CUPOLA	Option to add standard 4'x4' cupola with louvers	1	\$2,000.00	\$2,000.00
DISCOUNT	BuyBoard discount	5%	-\$880.75	-\$880.75
ENGINEERING	Texas engineer stamped drawings	1	\$950.00	\$950.00
FREIGHT	Freight - Classic Recreation	1	\$3,660.00	\$3,660.00
P238-P6	UltraSite 6' extra heavy duty table, perforated - Color green top and frame	1	\$1,485.00	\$1,485.00
P238H-P8	UltraSite 8' accessible extra heavy duty table, perforated - Color green top and frame	1	\$1,594.00	\$1,594.00
TW-55	UltraSite 55 gal. trash receptacle wave pattern - Includes surface mount, rain bonnet top, and liner; Color green	1	\$1,142.00	\$1,142.00
FREIGHT	Freight - UltraSite	1	\$967.52	\$967.52
INSTALL	Installation of pavilion and site amenities listed above: - Includes saw cutting existing slab and installing 2'x4' concrete piers - Includes removal of small metal shade and repour concrete patch - Does not include any site prep, electrical, or permit	1	\$20,750.00	\$20,750.00

**TAX EXEMPT Tax Exemption Certificate Provided**

Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$47,282.77

Make Payable to: **webuildfun, Inc PO Box 29, Allen, TX 75013**

Payment Terms **Net 30** To be invoiced in full upon completion of project.

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
 * No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a requote when beyond the 30 days.

Send completed quote and purchase order to: **tracy@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: December 5, 2022

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: Consider the purchase of a Versa-Vac with combination deck, 4 Groundsmaster mowers, and a Propass spreader per the Town of Flower Mound specifications in the amount of \$358,683.97, from Professional Turf Products utilizing the BuyBoard Contract #611-20.

BACKGROUND INFORMATION: The Park Services Division of the Parks and Recreation Services Department is requesting the purchase of a Toro Grounds Maintenance Equipment Replacement Package. The replacement package includes the following items:

- One (1) Versa-Vac with combination deck and handheld hose
- Two (2) Groundsmaster 4000D mowers with sunshade
- One (1) Groundsmaster 3500D mower with sunshade, wheel weight kit, and service kit
- One (1) Groundsmaster 7210 mower deck with mulch kit, sunshade, and service kit
- One (1) Toro Propass 200 wireless pull along material spreader with hydraulic power pack and chassis/fender kit

The total cost including destination fees for the equipment replacement package per the Town of Flower Mound specifications is \$358,683.97. The Town is proposing to purchase the equipment from Professional Turf Products utilizing their BuyBoard Contract #611-20. The replacement units and the necessary funds were approved during the budget process as part of the Fiscal Year 2022-2023 Vehicle Equipment Replacement Fund.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$358,683.97

Proposed Expenditure/(Revenue):	Account Number(s):
\$358,683.97	565-450-84500-6110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award
2. Professional Turf Products Quote

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



Bid Award Recommendation

Date: 11/09/2022 – VERF FY 2023

Description: **Toro Grounds Maintenance Equipment Replacement Pkg.**

Qty.: One Package Consisting of 6 Individual Unit Replacements

*Replaces: **The Following 6 PARKS Units: 3300-107**, a 2012 Toro Versa Vac Grounds Vacuum, **33000-13 & 14**, both are 2014 Toro GroundMaster 4000D Mowers, **33000-22** a 2014 Toro GroundMaster 3500D Mower, **33000-26**, a 2015 Toro GroundMaster 7200 Mower, and **3300-71**, a 2006 TY Crop MH400 Material Spreader.*

Bidder: Professional Turf Products, L.P. Will Dutton, duttonw@proturf.com 972-746-7637
Via Professional Turf Products Quote Dated 11/09/2022 and BuyBoard Contract 611-20.

Item:

- 1 – Toro Versa Vac W/ Combination Deck and Handheld Hose.
- 2 – Toro GroundMaster 4000D Mower and Sunshade.
- 1 – Toro GroundMaster 3500D Mower, Sunshade, Wheel Weight Kit, and Service Kit.
- 1 – Toro GroundMaster 7210 Mower, Deck, Mulch Kit, Sunshade, and Service Kit.
- 1 – Toro ProPass 200 Wireless Pull Along Material Spreader with Hydraulic Power Pack and Chassis/Fender Kit.

Total Cost of Vehicles, Equipment & Installation:

\$358,683.97

It is Fleet Services recommendation to award the bid to **Professional Turf Products, L.P.** in the amount of **\$358,683.97** utilizing the **BuyBoard Cooperative Contract # 611-20**.

11/09/2022

Fleet Services Manager

Date



Professional Turf Products, L.P.

1010 North Industrial Blvd.

Euless, Texas 76039

Will Dutton

(972) 746-7637

duttonw@proturf.com



Count on it.



Ship To	Town Of Flower Mound - Fleet Services	Date:	11/9/2022
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	
Contact	Billy Sterner	Destination	6.00%
Address	9610 S. Garnett, Flower Mound, TX 75068	Trade-In	
		Finance	
Phone		Account Type	Contract
Email		QMS: ID	Q102958
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	07053	Versa Vac	\$	25,277.63
1	07082	Combination Deck	\$	10,000.61
1	07080	Hand Held Hose	\$	1,311.40
1	MADJ	Market Adjustment Price Increase	\$	3,658.96
		Versa Vac	\$	40,248.60
1	30609	Groundsmaster 4000-D (T4)	\$	83,819.79
1	30669	Universal Sunshade, White	\$	742.60
1	MADJ	Market Adjustment Price Increase	\$	8,456.24
		Groundsmaster 4000-D (T4)	\$	93,018.63
1	30609	Groundsmaster 4000-D (T4)	\$	83,819.79
1	30669	Universal Sunshade, White	\$	742.60
1	MADJ	Market Adjustment Price Increase	\$	8,456.24
		Groundsmaster 4000-D (T4)	\$	93,018.63
1	30807	Groundsmaster 3500-D	\$	42,868.56
1	30669	Universal Sunshade, White	\$	742.60
1	136-3315	Wheel Weight Kit	\$	965.85
1	44963	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)	\$	168.26
1	MADJ	Market Adjustment Price Increase	\$	4,474.53
		Groundsmaster 3500-D	\$	49,219.80
1	30695	Groundsmaster 7210 No Deck (T4)	\$	31,546.28
1	30353	72 Inch Base Deck	\$	3,664.02
1	30304	72 Inch Guardian Recycler Completion Kit	\$	462.15
1	30669	Universal Sunshade, White	\$	742.60
1	30261	400 Hour MVP Filter Kit	\$	140.45
1	MADJ	Market Adjustment Price Increase	\$	3,655.55
		Groundsmaster 7210 No Deck (T4)	\$	40,211.05
1	44751	ProPass 200 Wireless	\$	13,870.03
1	44724	Propass Tow Chassis And Fender Kit	\$	3,291.93
1	44713	ProPass Hydraulic Power Pack	\$	3,442.03
1	MADJ	Market Adjustment Price Increase	\$	2,060.40

ProPass 200 Wireless

\$

22,664.39

SubTotal	\$	338,381.10
Destination	\$	20,302.87
Tax (Estimated)	\$	-
TOTAL	\$	358,683.97

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.

Payment:

- Terms are Net 30
- Quoted prices are subject to credit approval.
 - PTP will work with third party financial institutions to secure leases when requested to do so.
 - When using third party financiers, documentation fees & advance payments may be required.
 - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: December 5, 2022

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: **Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2023 Independence Fest. (The Parks Board recommended approval by a vote of 6 to 0 at its November 3, 2022 meeting).**

BACKGROUND INFORMATION: Staff is requesting approval of the sale of alcoholic beverages (beer and wine) at the 2023 Independence Fest that will be held on Tuesday, July 4 at Bakersfield Park. On December 6, 2021, the Town Council unanimously approved alcohol sales for the festival that was held on July 4, 2022. The Town has allowed the sale of alcoholic beverages for the Wild About Flower Mound Festival and the Independence Fest since 2009. There have been no issues or concerns related to the sale of alcoholic beverages during any of the previous events.

The sale of alcoholic beverages on park property requires Parks Board consideration and the Town Council's approval since the event will be held at Bakersfield Park, as stipulated in Sec. 54-31(b)(2) of the Town's Code of Ordinances.

Similar to what was planned for previous events, the Town will secure a third-party retailer to handle the sale of alcoholic beverages. The retailer will take on the risk and liability of selling alcohol at the festival. Additionally, the retailer will acquire all appropriate licenses and permits from the Texas Alcoholic Beverage Commission and name the Town as an additional insured on their liability insurance. The Town will be paid a 25% commission of the total beverage sales.

If approved for the event, alcohol would be prohibited from being taken out of the fenced in festival area. This would be controlled by fencing, signage, police officers, and festival security staff. With the festival taking place on Independence Day, staff will again work with the Flower Mound Youth Sports Association to not schedule their AAYBA World Series baseball tournament the week leading up to the event.

If the sale of alcohol is not approved for the event, the Town could lose significant sponsorship opportunities and the revenue stream created by the sale of alcoholic beverages. For the 2022 festival, Budweiser sponsored the festival by contributing \$3,000, donating the backdrops for the stage, and produced event signage. In addition, the Town received \$13,851 in commissions from the sale of beverages for the 2022 event.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its November 3, 2022, regular meeting

ALTERNATIVES/OPTIONS: The Town Council could deny the request and alcoholic beverages would not be sold at the 2023 Independence Fest.

FISCAL IMPACT: NA

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: December 5, 2022

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code-Section 42.041 and to adopt an Ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 3, 2022 meeting).

BACKGROUND INFORMATION: The State of Texas Department of Family and Protective Services administer state regulations and general licensing procedures for all child-care facilities. Municipalities are exempted from the licensing requirement for programs provided for elementary aged youth so long as the Town Council annually adopts standards of care by ordinance after a public hearing. Additionally, the following criteria must be met in order to receive the exemption:

- Standards of care are provided to the parents of each program participant.
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.
- Parents are informed that the program is not operated or advertised as a licensed day care.

The request for the exemption is necessary as the Town currently offers different day camps and programs throughout the year to elementary-age youth (5 – 13 years of age). The Town officially received its exempt status from the State in 2011. On December 6, 2021, the Town Council enacted Ordinance No. 52-21, which adopted Standards of Care for the Town's Parks and Recreation youth recreation programs.

Staff is recommending no changes be made to the proposed Standards of Care adopted on December 6, 2021, in accordance with Section 42.041(b)(14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval of the Standards of Care by a vote of 6 to 0 at its November 3, 2022, regular meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENT:

1. Proposed Ordinance with Exhibit

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

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter, adopted November 3, 1981; and

WHEREAS, the Town operates a recreation program for elementary age children as a service to residents of the Town, and surrounding communities; and

WHEREAS, the State of Texas has adopted licensing requirements and regulations under Chapter 42 of the Texas Human Resources Code for facilities providing care to children, with which all facilities must comply, unless an exemption under Section 42.041(b) applies; and

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exemption from the requirements of Chapter 42 to a municipality operating a recreation program for elementary age children (5-13 years); and

WHEREAS, on February 11, 2011, the Town received an exemption from the requirements of Chapter 42 of the Texas Human Resources Code from the Texas Department of Family and Protective Services ("TDFPS"); and

WHEREAS, the TDFPS will not monitor the Town's Parks and Recreation's youth recreation programs because the exempt status has been granted, and the TDFPS will not be responsible for investigating complaints regarding the Town's Parks and Recreation's youth recreation programs, so that any complaints shall be made to the Town Parks and Recreation Department; and

WHEREAS, the Town adopted Ordinance No. 52-21 on December 6, 2021 setting forth the standards of care for the Town Parks and Recreation's youth recreation programs; and

WHEREAS, the Town's standards of care for the Town Parks and Recreation's youth recreation programs must be adopted annually by the Town of Flower Mound Town Council, after public hearing, in order to maintain the exemption under Section 42.041(b)(14) of the Texas Human Resources Code; and

WHEREAS, the Director of the Town Parks and Recreation Services Department has recommended no changes be made to the standards of care adopted on December 6, 2021, in accordance with Section 42.041(b)(14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas; and

WHEREAS, a public hearing was held on November 3, 2022, by the Parks Board regarding the revised standards of care, and the adoption of such revised standards of care by

the Town Council of the Town of Flower Mound ("Town Council") has been recommended by the Parks Board; and

WHEREAS, the Town Council finds that it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public to adopt the revised standards of care as recommended by the Parks Board.

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

SECTION 1

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

SECTION 2

The Town Council hereby adopts local standards of care for the Parks and Recreation Services Department ("Department") youth recreation programs in compliance with the requirements of Texas Human Resources Code Section 42.041(b)(14) and pursuant to Section 54-206 of the Code of Ordinances of the Town of Flower Mound. The standards of care adopted by this Ordinance are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Services Department office.

SECTION 3

That Section 54-202, "Adoption," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 54-202. Adoption.

The local standards of care ("Standards of Care"), as set forth in Exhibit "A" which is attached to the ordinance adopting the Standards of Care are incorporated by reference for all purposes as if written word for word herein, and are hereby adopted by the Town Council as the Standards of Care for the Parks and Recreation Services Department of the Town of Flower Mound. The Standards of Care are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Services Department office."

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5

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

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

SECTION 6

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE ____ DAY
OF _____, 20____.**

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Parks & Recreation Department



Standards of Care for Youth Programs

Parks and Recreation Department
1200 Gerault Road
Flower Mound, TX 75028
972.874.6300
972.874.6471 (Fax)
www.flower-mound.com

Table of Contents

Standards of Care	
General Administration	3
Organization	3
Definitions	4
Objectives of Youth Programs	5
Inspections/Monitoring/Enforcement	5
Enrollment	6
Suspected Abuse	7
Staffing – Responsibilities and Training	7
Camp Director Qualifications	7
Camp Director Job Functions	8
Program Employees Qualifications	9
Program Employees Job Functions	9
Personnel Restriction	10
Training/Orientation	10
Service Standards	10
Appearance	10
Interaction with Parents & Participants	11
Additional Staff Responsibilities	11
Operations	11
Staff/Participant Ratio	11
Discipline	12
Programming	12
Communication	13
Transportation	13
Facility Standards	13
Safety	13
Fire	14
Health	14
Participants	16
General	16

FLOWER MOUND YOUTH PROGRAMS

STANDARDS OF CARE

The following Standards of Care have been adopted by the Town Council of the Town of Flower Mound, Texas, to comply with Chapter 42 of the Texas Human Resources Code, specifically Section 42.041(b)(14) regarding an exemption for the Town of Flower Mound's Youth Programs, as defined herein. These Standards of Care are intended to be minimum standards by which the Town of Flower Mound Parks and Recreation Department will operate the Town's youth programs. The Youth Programs are recreational in nature and are not child-care facilities or day care programs.

General Administration

1. Organization

- A. The governing body of the Town of Flower Mound youth programs is the Town of Flower Mound Town Council.
- B. Implementation of the Youth Programs Standards of Care ("Standards of Care") is the responsibility of the Director of Parks and Recreation and departmental employees.
- C. These Standards of Care apply to all Youth Programs operated by the Department, including but not limited to: the Day Camp Program, Holiday Day Camp Program, and Spring Break Day Camp Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants may obtain a copy of the Standards of Care from the Town during the registration process or the Standards of Care can be accessed on the Town's website at: www.flower-mound.com/cac.
- F. Criminal background checks are conducted on all prospective Program Employees. If the results of a criminal background check indicate that a prospective Program Employee has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person or family member.
 - (2) A felony or misdemeanor classified as public indecency.
 - (3) Any offense involving moral turpitude.

- (4) Any offense that, in the Director's sole opinion, would place the participants of the Youth Programs at risk.

2. Definitions

- A. Camp Director: A temporary Department employee who is assigned responsibility to implement and direct a Youth Program, and oversee the Program Employees that are assigned to the corresponding Youth Program.
- B. Community Activity Center or CAC: Town of Flower Mound Community Activity Center located at 1200 Gerault Road, Flower Mound, TX, 75028, 972.874.7275.
- C. Department: Parks and Recreation Department of the Town of Flower Mound.
- D. Employee(s): Term used to describe people who have been hired to work for the Town of Flower Mound and have been assigned responsibility for managing, administering, or implementing some portions of the Youth Programs.
- E. Parent(s): This term will be used to represent one or both parent(s) or legal guardian(s) who have legal custody and authority to enroll their child(ren) in the Youth Programs.
- F. Participant: A Youth whose parent(s) or legal guardian(s) have completed all required registration procedures and determined to be eligible for the Youth Programs.
- G. Program Coordinator or Coordinator: A full-time Department employee who has been assigned administrative responsibility for the Youth Programs and oversees the Camp Directors.
- H. Program Employee: A temporary Department employee who is assigned to work with participants of a Youth Program at a Program Site.
- I. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Youth Programs.
- J. Program Site: The facilities and surrounding property where Youth Programs are held, consisting of, but not limited to, the Community Activity Center and Gerault Park.
- K. Program Supervisor: A full-time Department employee who oversees the Program Coordinator and operations of all Youth Programs.

- L. Director: Town of Flower Mound Parks and Recreation Director, or his or her designee.
- M. Town: Town of Flower Mound, Texas.
- N. Town Council: Town Council of the Town of Flower Mound.
- O. Youth: A school aged person between the ages of 6 and 13 as of the enrollment date of the Youth Program.
- P. Youth Programs: The Town of Flower Mound youth programs consisting of the Summer Day Camp Programs, Holiday Day Camp Programs, and Spring Break Day Camp Program. A single camp may be referred to as a Youth Program.

3. Objectives of Youth Programs

- A. To provide Youth with the opportunity of recreational activities, which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, tournaments, etc.
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend their leisure time wisely in an effort to meet the emotional, physical and social needs of the Youth.

4. Inspections/Monitoring/Enforcement

- A. The Town has established these Standards of Care in order to obtain an exemption from the State regarding the Youth Programs. Once the exemption is established, the State will not monitor the Youth Programs. These Standards of Care will be reviewed annually and brought before the Town Council for consideration, regarding any amendments recommended by the Director, and approval after a public hearing regarding the Standards of Care is held, pursuant to Texas Human Resources Code § 42.041(b)(14).
- B. A monthly inspection report will be prepared and submitted to the Program Supervisor by the Coordinator to confirm the Standards of Care are being adhered to.

- (1) Monthly inspection reports will be sent to the Director or his/her designee for review and maintained by the Town in accordance with applicable record retention policies.
 - (2) The Director or his/her designee will review the monthly inspection report and shall establish deadlines and criteria for compliance with the Standards of Care where failure to comply is noted.
- C. The Director or his/her designee will make visual inspections of the Youth Programs based on the following schedule.
1. Youth Programs operating during the summer will be inspected no less than twice during the Youth Program's summer schedule.
 2. Youth Programs, which operate during the regular Lewisville Independent School District school year, for two (2) weeks or less, will be inspected at least once during the Youth Program's schedule.
- D. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address the complaint and resolve the problem, if any. Complaints regarding enforcement of the Standards of Care and resolution of complaints arising under the Standards of Care will be recorded by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is noted will be forwarded to the Director with the complaint and the resolution noted.
5. Enrollment

Before a child may be enrolled in a Youth Program, the parents must sign registration forms that contain the following information about the child:

- (1) Name, home address, home telephone number;
- (2) Name and address of parent(s) and contact telephone number(s) during Youth Program hours;
- (3) The names and telephone numbers of people to whom the child can be released;
- (4) If requested, a statement of the child's physical health, including a physician's signed statement detailing any special needs the child may have;

- (5) Emergency medical authorization, current shot records, and valid health insurance information;
- (6) Proof of CAC Membership or Non-Membership, when appropriate; and
- (7) A signed liability waiver.

6. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered to be child abuse, the incident shall be immediately reported to the Program Supervisor. The Program Supervisor will immediately notify the Police Department and any other agency, as may be appropriate.

Texas State law requires the Employees of Youth Programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1000 and/or confinement up to one hundred eighty (180) days. Confidential reports may be made by calling 1.800.252.5400.

A complete copy of the Texas Family Code regulations regarding child abuse can be found at www.statutes.legis.state.tx.us/docs/FA/htm/FA.261.htm.

Staffing - Responsibilities and Training

1. Camp Director

A. Qualifications. A Camp Director must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth and other Town employees.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Communicate effectively with the public.

- (7) Possess a valid Texas driver's license.
- (8) Have previous experience in supervising Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (9) Complete Town-mandated training.
- (10) Be at least eighteen (18) years of age.

B. Job Functions. A Camp Director shall endeavor to:

- (1) Direct and supervise Program Employees. Hiring and training of staff shall be the responsibility of the Coordinator with assistance from the Camp Director.
- (2) Complete and submit proper records, including Youth Program schedules, Program Employee schedules, accident/incident reports, and Participant attendance.
- (3) Schedule appropriate activities in accordance with the philosophy of the Youth Program and coordinate with the Coordinator to ensure appropriate reservations and transportation are secured in order to complete activities.
- (4) Maintain an orderly, clean and safe environment for the Youth while promoting a non-competitive program directed toward accentuating positive behaviors, physical development, and emotional growth.
- (5) Maintain supplies, equipment and all necessary documentation for the operation of the Youth Program.
- (6) Communicate with Parent(s) as necessary.
- (7) Conduct on-going evaluations regarding the Youth Program and implement approved recommendations as needed.
- (8) Provide reports to Coordinator on a weekly basis regarding Youth Program activities.
- (9) Know and follow all Town, Department, and Program Manual standards, policies, and procedures that apply to Youth Programs.

- (10) Ensure that Participants are released only to a Parent or an adult designated by the Parent. All Program Sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick-up a Participant if that person is not known to the Camp Director.

2. Program Employees

A. Qualifications. A Program Employee must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Possess a valid Texas driver's license.
- (7) Have previous experience in working with Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (8) Complete Town-mandated training.
- (9) Be at least sixteen (16) years of age.

B. Essential Job Functions. A Program Employee shall endeavor to:

- (1) Promote a non-competitive, positive, image-enhancing environment for each Participant through the direction of fun, varied, and well-organized activities.
- (2) Directly lead activities using a method that will provide opportunities for the involvement of all Participants on an equal basis.
- (3) Exhibit enthusiasm for the activity to impart a feeling of excitement in the Participants.

- (4) Follow procedures for Youth Programs drop-off and pick-up, and preparation of accident/incident reports.
- (5) Follow guidelines for safety and storage of equipment and notify Camp Director regarding supply inventories.
- (6) Ensure safety of Youth at Program Site and on field trips.
- (7) Provide and adhere to Standards of Care.

3. Personnel Restriction

A person will not be employed as an Employee in a Youth Program if:

- (1) The person would be permanently barred from being present at a child care operation while children are in care under the Texas Administrative Code Title 40, Part 19, Chapter 745 (Licensing); or
- (2) The Director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of participants.

4. Training/Orientation

- A. The Department is responsible to provide training and orientation to all Youth Program employees who work with children regarding their specific job responsibilities. Coordinator will provide each Camp Director with a staff program manual specific to each Youth Program.
- B. Employees must be familiar with these Standards of Care for Youth Programs.
- C. Employees will be trained in appropriate procedures to handle emergencies.
- D. Employees will be trained in Town, Department, and Program Manual policies and procedures applicable to Youth Programs.
- E. Employees will be required to sign an acknowledgment that they received the required training.

Service Standards

1. Appearance

- A. Youth Program shirts and name badges will be worn and clearly visible.

- B. The Town's dress code policy shall be adhered to at all times. Failure to comply with the dress code will result in an Employee being sent home.
- 2. Interaction with Parents and Participants
 - A. Participants and Parents will be treated with respect at all times.
 - B. Program Employees and Camp Directors will keep Parents continuously informed of activities and schedules. A weekly schedule will be distributed and copies will be kept with the daily sign in sheets.
 - C. Staff will note details of behavior of Participants (accomplishments, discipline problems, general activities, etc.) and update Parents as much as possible.
 - D. The Camp Director will listen to complaints and forward to Coordinator as appropriate. All complaints will be followed up within 24-hours if they are not resolved on site. All complaints must be recorded, including resolution, and forwarded to Coordinator.
- 3. Additional Staff Responsibilities
 - A. Program Employees will monitor the sign in/out log at all times.
 - B. Program Employees will spend 100% of their time actively involved with Participants and/or Parents.
 - C. Program Employees will pick up the area used by their group after each activity.
 - D. Prior to beginning work each day, all staff will check in at the appointed location for any messages, instructions, or information.

Operations

- 1. Staff/Participant Ratio
 - A. Pursuant to Texas mandated standards, the maximum ratio of Participants to Program Employees will be 12 to 1. In the event an employee is unable to report to the Program Site, a replacement will be assigned.
 - B. Each Participant shall have a Program Employee who is responsible for him or her and who is aware of the Participant's habits, interests, and any special needs, as identified by the Participant's Parent(s) during the registration process.

2. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of the program participants.
- B. There must be no cruel, harsh or corporal punishment used as a method of discipline.
- C. Program Employees may use brief, supervised separation from the group if necessary. Participants will be informed of Youth Program rules.
- D. As necessary, Program Employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a Participant being suspended or removed from the Youth Program. Parents will be contacted to pick up their Youth immediately.
- F. In instances where there is a danger to Participants or Employees, offending Participants will be removed from the Program Site immediately.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

3. Programming

- A. Program Employees will attempt to provide activities for each group according to the Participant's age, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program Employees will attempt to provide indoor and outdoor time periods, weather permitting, that include:
 - (1) Alternating active and passive activities; and
 - (2) Opportunity for individual and group activities.
- C. Program Employees will be attentive and considerate of the Participants' safety on field trips and during any transportation provided by the Youth Programs. Participants must

be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.

- (1) During trips, Program Employees supervising Participants must have immediate access to Participant forms and emergency contact information for each Participant;
- (2) Program Employees must have a written list of the Participants in the group and must check the attendance frequently; and
- (3) Program Employees must have First Aid supplies, a guide to First Aid and emergency care available on field trips.

4. Communication

The Program Site will have a telephone to allow the Program Employees to be contacted by Parks and Recreation personnel or for making emergency calls.

5. Transportation

- A. First Aid supplies and a First Aid and emergency care guide will be available in all Youth Program vehicles that transport Youth.
- B. All Program vehicles used for transporting Participants must have available a 6-BC portable fire extinguisher in the vehicle, which must be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program Employees will inspect the Program Site daily to detect sanitation and safety concerns that might affect the health and safety of the Participants. A daily inspection report will be completed by Camp Director and kept on file by the Program Coordinator.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for Participant use.
- D. Program Employees must have First Aid supplies available at the Program Site, during transportation, and for the duration of any off-site activity.

- E. Program Employees must have First Aid supplies and a guide to First Aid and emergency care readily available in a designated location.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program Employee's first priority is to evacuate the Participants to a designated safe area. Emergency evacuation and relocation plans will be posted within the Program Site.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director or his/her designee who will review and establish deadlines and criteria for compliance.
- C. Each Program Site must have at least one (1) fire extinguisher approved by the Fire Marshal readily available to all Program Employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the Program Supervisor who will keep the report on file for a minimum of two (2) years. All Employees will be trained in the proper use of a fire extinguisher.
- D. Fire drills shall be conducted monthly.

3. Health

- A. Illness or Injury
 - (1) Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and employees. Parents will be notified in cases of illness or injury. Paramedics will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed for all injuries and forwarded to the Camp Director.
 - (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.

- (4) Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. Program Employees will administer medication only if:

- (1) Parent(s) complete and sign a Medicine Dispensation Form that provides authorization for Employees to dispense medication with details as to time(s) and dosage(s).
- (2) Prescription medications are in original containers labeled with the Youth's name, a date, directions, and the prescribing physician's name. Employees will administer the medication only as stated on the label. Employees will not administer medication after the expiration date.
- (3) Non-prescription medications are labeled with the Youth's name and the date the medication was brought to the Youth Program. Non-prescription medication must be in the original container. The Employees will administer non-prescription medications only according to label direction.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program Employees.
- (5) Program Employees must ensure medications are inaccessible to Participants.

C. Toilet Facilities

- (1) The Program Site will have adequate indoor toilets and lavatories located and equipped so Youth can use them independently and Program Employees can supervise as needed.
- (2) There must be one (1) flush toilet for every thirty (30) Participants. Urinals may be counted in the ratio of toilets to Participants but must not exceed fifty percent (50%) of the total number of toilets.

D. Sanitation

- (1) The Program Site must have adequate light, ventilation, and heat.
- (2) The Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a safe and sanitary manner.

- (3) Program Employees must see that garbage is removed from buildings daily.

Participants

1. General

- A. Participants must wear tennis shoes daily. Sandals or thongs are not permitted unless approved by Program Employees on certain occasions.
- B. Shoes must be worn at all times, unless the Youth is in the swimming pool or participating in an activity that requires shoes to not be worn.
- C. Youth must respect the Employees, the Program Site, Program Rules, and each other.
- D. Youth may not use the Youth Programs telephone unless it is an emergency with the permission of a Program Employee.



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: December 5, 2022

FROM: Melody Eby, Senior Economic Development Specialist

ITEM: **Consider approval of the 2022 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board approved by a vote of 5 to 0 at its November 22, 2022, meeting.)**

BACKGROUND INFORMATION: On September 19, 2005, the Flower Mound Town Council established the TIRZ #1 by creating the zone, a Board of Directors, and a TIRZ fund. At the November 22, 2022, TIRZ #1 Board meeting, the Board voted unanimously to approve the 2022 Annual Report. The Annual Report provides a summary of the action steps taken by the Board of Directors and the Town Council for fiscal year 2021-2022. It also outlines the net taxable value and captured appraised value within the zone as well as the increment for fiscal year 2021-2022, which is \$7,023,502. The Annual Report is required by law to be filed annually with Denton County and the Comptroller of Public Accounts in Austin before the 150th day following the end of the fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: The TIRZ #1 Board of Directors unanimously approved the 2022 Annual Report at its November 22, 2022, Board meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2022 Annual Report

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



Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1 (TIRZ #1)

ANNUAL REPORT

2022

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2022

INDEX

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

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

As of September 30, 2022

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

During the period from October 1, 2021, through September 30, 2022, the Town of Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) Board of Directors met twice. The first meeting was held on November 29, 2021 to approve the minutes from the December 17, 2020 TIRZ board meeting, as well as the 2021 Annual Report. The Town of Flower Mound Director of Economic Development, Ray Watson, provided a brief overview of the 2021 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) and updated the board on the estimated balance at the end of the TIRZ that will not be expended (approximately \$34,000,000). Board member Johnson requested a future update of the percentage of completion of active projects, as it may help with identifying additional projects that can be funded within the TIRZ. The Board of Directors also recognized Vice Chair Bill Collins' 16 years of service to the TIRZ #1 Board, and this was his final meeting in which he was serving.

Board members appointed and serving at the time of the November 29, 2021 meeting:

Town - Paul Stone, Bill Collins, and Jim Engel

County - Larry Lipscomb and David Johnson

Ex-Officio - Mayor Derek France and Interim Town Manager Tommy Dalton

The second meeting was held on August 3, 2022 to vote on the nomination of a new Vice-Chair (David Johnson), approve the minutes of the November 29, 2021 TIRZ board meeting, and consider recommending to the Town Council, the use of Tax Increment Reinvestment Zone #1 (TIRZ #1) funds to pay for various capital improvement projects located within the TIRZ #1 boundary, totaling \$15,495,000. Assistant Director of Engineering, Brian Waltenburg, provided a list of projects requesting TIRZ funding within the TIRZ #1 boundary, along with their respective current funding sources and the proposed funding sources, as presented in the table below:

Project Name	Current Funding	Proposed Funding
East Waketon Road Drainage Improvements	\$470,000 – TIRZ \$590,000 – General Fund \$150,000 – Utility Fund \$690,000 – Future Stormwater Debt	\$1,900,000 – TIRZ
FM 2499 12-Inch Water Line Phase I	\$1,700,000 – TIRZ \$600,000 – Water Impact Fees \$900,000 – Utility Debt	\$2,600,000 – TIRZ \$600,000 – Water Impact Fees
FM 2499 at Waketon Road Intersection Improvements	\$1,000,000 – TIRZ \$300,000 – Street Reconstruction \$600,000 – Street Debt	\$1,900,000 – TIRZ
Karnes Road	\$830,000 – Street Debt	\$830,000 – TIRZ

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2022

Morriess Road Water Lines Phase II	\$1,800,000 – TIRZ \$950,000 – Utility Debt	\$2,750,000 – TIRZ
Peters Colony Memorial Park	\$410,000 – Park Development Fund \$2,050,000 – Dedicated Sales Tax \$495,000 – Project Savings	\$2,955,000 – TIRZ
Pink Evening Primrose Trail Connection	\$400,000 – TIRZ \$515,000 – Park Development Fund	\$915,000 – TIRZ
Rippy Road	\$2,115,000 – TIRZ \$2,668,000 – General Fund \$567,000 – Street Debt \$3,150,000 – Future Street Debt	\$8,500,000 - TIRZ
Rippy Road Water Line Improvements	\$350,000 – Water Impact Fees \$400,000 – Utility Debt	\$400,000 – TIRZ \$350,000 – Water Impact Fees
Waketon Road	\$5,209,161 – TIRZ \$2,966,905 – Interlocal Agreement \$60,839 – Road Escrow \$230,000 Street Debt	\$5,439,161 – TIRZ \$2,966,905 – Interlocal Agreement \$60,839 – Road Escrow

Board members appointed and serving at the time of the August 3, 2022 meeting:

Town - Jim Engel, Mark Hargreaves, and Tim Whisenant

County - Larry Lipscomb and David Johnson

Ex-Officio - Mayor Derek France and Town Manager James W. Childers

During the period from October 1, 2021, through September 30, 2022, the Flower Mound Town Council took the following action:

- At a meeting on December 6, 2021, the Town Council approved the 2021 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.
- At a meeting on August 8, 2022, the Town Council approved an amendment to the Fiscal Year 2021-2022 Capital Improvement Program, based on the TIRZ board's recommendation for TIRZ funds be utilized for the Rippy Road and Rippy Road waterline projects.
- At a meeting on September 19, 2022, the Town Council approved an ordinance adopting the budget for the fiscal year beginning on October 1, 2022 and ending on September 30, 2023, which reflects the remaining of the projects listed above with the new TIRZ proposed funding.

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

As of September 30, 2022

PUBLIC INFRASTRUCTURE PROJECTS

2021-22

STREET PROJECTS

FM 1171 Westbound Turn Lane at FM 2499 Intersection

The project includes the installation of a FM 1171 westbound turn lane at the FM 1171/FM 2499 intersection, providing for approximately 410 feet of paving, hike/bike trails, utility relocations and traffic signal upgrades. A design contract in the amount of \$55,000.00 was awarded to Kimley-Horn and Associates, Inc. on October 3, 2016. Since that time, initial design and right-of-way acquisition have been completed. After initial design was completed, federal funding for construction was received for the project. To more efficiently utilize the federal funding, TxDOT will be constructing the project. On November 15, 2021 a design amendment in the amount of \$47,400.00 was approved to modify the construction plans to meet TxDOT requirements and prepare the project for TxDOT bidding. The project is expected to be complete by December 2024.

FM 2499 and Waketon Intersection Improvements

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

Rippy Road

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

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

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2022

collection in the area. The design contract was awarded to CP&Y, Inc. at the March 4, 2019, Town Council meeting in the amount of \$298,645.75. On September 21, 2020 a design amendment in the amount \$38,140.00 of was approved by Town Council to provide additional drainage and flood calculations of the project area. On August 8, 2022, a construction award was approved by Town Council. Due to material delays, a work start date has been tentatively set as February 2023. The project is expected to be complete February 2024.

Waketon Road

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

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

East Waketon Rd Drainage Improvements

The project consists of channel excavation from FM 2499 to Waketon Road and culvert replacement under Waketon Road to alleviate the recurring flooding and traffic disruption of Waketon Road, east of FM 2499. The project will be constructed in two phases. Phase 1 provides for the channel excavation and Phase 2 provides for culvert replacement.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2022

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

WATER PROJECTS

Morriss Road Waterline Project Phase II

The project includes installation of approximately 4,300 linear feet of 24-inch to 30-inch water line in Morriss Road from FM 1171 to Eaton Street. The water line will replace the existing 20-inch water line in Morriss Road and provide transmission from Stonehill Pump Station. A design contract with Kimley-Horn and Associates, Inc., in the amount of \$202,500, was approved February 17, 2020. On January 4, 2021, a construction award was approved by Town Council. The project is substantially complete.

Rippy Road Water Line Improvements

The project includes 2,000 linear feet of 12-inch waterline to be constructed with the Rippy Road project. The project begins at the intersection with Pecan Meadows and extends south and east to approximately 300 feet west of FM 2499. A design contract with Urban Engineers Group, Inc. was approved on November 21, 2016. On August 8, 2022, a construction award was approved by Town Council. Due to material delays, a work start date has been tentatively set as February 2023. The project is expected to be complete February 2024.

PARKS PROJECTS

Pink Evening Primrose Trail Connection (Bridge & Trail)

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

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

As of September 30, 2022

CAPITAL IMPROVEMENT PLAN BUDGET

Project	Estimated Cost
STREETS	
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267
Chinn Chapel (FM 407 to Dixon)	1,387,500
Chinn Chapel (Dixon to Waketon)	941,305
Waketon Road (Rippy to Chinn Chapel)	5,209,161
Rippy Road (FM 2499 to Waketon)	8,500,000
Churchill (East end to Yucca)	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	998,000
FM 1171 at FM 2499 Eastbound Right Turn Lane	432,752
FM 2499 at Waketon Intersection	1,000,000
East Waketon Rd Drainage Improvements	470,000
Subtotal	\$22,023,985
SIGNALS	
College Parkway at FM 2499	\$115,000
Subtotal	\$115,000
WATER	
FM 2499 west side from FM 1171 to Dixon	\$1,700,000
Rippy Road Water Line Improvements	400,000
FM 407 from FM 2499 to Country Meadows Addition	438,039
Morris Waterline Project PH III	1,800,000
Subtotal	\$4,338,039
FACILITIES	
Town Hall	\$10,000,000
Senior Citizen Activity Center	4,869,638
Library renovation/expansion	12,027,346
Subtotal	\$28,180,294
PARKS	
Pink Evening Primrose Trail Connection (Bridge & Trail)	\$400,000
Subtotal	\$400,000
Improvements in Forum (Riverwalk) Area	\$730,000
Parking Structure	1,000,000
Subtotal	\$1,730,000
Other Projects	\$464,566
Town Center Master Plan	50,685
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	180,000
Subtotal	\$695,251
TOTAL	\$57,482,569

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

As of September 30, 2022

BUDGET VS EXPENDITURES

Project	Current Budget	Expended Costs to Date	Remaining Balance
STREETS			
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267	\$2,685,267	\$0
Chinn Chapel (FM 407 to Dixon)	1,387,500	1,387,500	0
Chinn Chapel (Dixon to Waketon)	941,305	941,305	0
Waketon Road	5,209,161	4,410,568	798,593
Rippy Road (FM 2499 to Waketon)	8,500,000	1,119,649	7,380,351
Churchill (East end to Yucca)	400,000	400,000	0
FM 1171 at FM 2499 Westbound Right Turn Lane	998,000	249,491	748,509
FM 1171 at FM 2499 Eastbound Right Turn Lane	432,752	432,752	0
FM 2499 at Waketon Intersection	1,000,000	848,807	151,193
East Waketon Rd Drainage Improvements	470,000	216,950	253,050
Subtotal	\$22,023,985	\$12,692,289	\$9,331,696
SIGNALS			
College Parkway at FM 2499	\$115,000	\$115,000	\$0
Subtotal	\$115,000	\$115,000	\$0
WATER			
FM 2499 west side from FM 1171 to Dixon	\$1,700,000	\$881,703	\$818,297
Rippy Road Water Line Improvements	400,000	0	400,000
FM 407 from FM 2499 to Country Meadows Addition	438,039	438,039	0
Morriss Waterline Project Ph II	1,800,000	1,602,415	197,585
Subtotal	\$4,338,039	\$2,922,157	\$1,415,882
FACILITIES			
Town Hall	\$10,000,000	\$6,309,531	\$4,957,325
Senior Citizen Activity Center	4,886,092	4,886,092	0
Library Renovation/Expansion	12,027,346	6,425,796	5,601,550
Subtotal	\$28,180,294	\$17,621,419	\$10,558,875
PARKS			
Pink Evening Primrose Trail Connection (Bridge & Trail)	\$400,000	\$400,000	\$0
Subtotal	\$400,000	\$0	\$0
Improvements in Forum (Riverwalk) area			
Parking Structure	\$730,000	\$0	\$730,000
Subtotal	\$1,730,000	\$1,000,000	\$730,000
Other Projects			
Town Center Master Plan	\$464,566	\$0	\$464,566
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	50,685	50,685	0
Subtotal	\$695,251	\$230,685	\$464,566
TOTAL	\$57,482,569	\$34,981,550	\$22,501,019

Highlighted values indicate changes from 2021

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

As of September 30, 2022

TIRZ FUND

Beginning Balance:	
<i>October 1, 2021</i>	\$17,628,772
Revenues:	
Property Tax	\$7,023,502
Interest	<u>\$135,231</u>
TOTAL REVENUES	\$7,158,733
Expenditures:	
Construction/Improvements	\$3,118,058
Debt Service	<u>\$2,645,175</u>
TOTAL EXPENDITURES	\$5,763,233
Ending Balance:	
<i>September 30, 2022 (unaudited)</i>	\$19,024,272

Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1

As of September 30, 2022

ANNUAL REPORT

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

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

\$7,158,733 Total Revenue

2. Amount and purpose of expenditures from the fund:

\$5,763,233 Total Expenditures

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

\$2,645,175 Total Principal and Interest

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

2017COTIRZ:	Fiscal Year	Principal	Interest	Total
	2023	1,085,000	155,275	1,240,275
	2024	1,110,000	128,150	1,238,150
	2025	1,145,000	94,850	1,239,850
	2026	1,190,000	49,050	1,239,050
		<u>\$ 4,530,000</u>	<u>\$ 427,325</u>	<u>\$ 4,957,325</u>

2018COTIRZ:	Fiscal Year	Principal	Interest	Total
	2023	1,230,000	169,400	1,399,400
	2024	1,270,000	132,500	1,402,500
	2025	1,305,000	94,400	1,399,400
	2026	1,345,000	55,250	1,400,250
		<u>\$ 5,150,000</u>	<u>\$ 451,550</u>	<u>\$ 5,601,550</u>

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

Taxing Jurisdiction	Net Taxable Fiscal Year Value 2021 - 2022	Base Year* Value Jan 1, 2005	Captured App. Value Fiscal Year 2021 - 2022
Town of Flower Mound	\$1,427,557,781	\$228,290,889	\$1,199,266,892
Denton County	\$1,391,223,757	\$229,382,705	\$1,161,841,052

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

- A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2021-2022:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of 2021-2022 Increment
Town of Flower Mound (100%)	\$0.405000	\$4,857,031
Denton County (80%)	\$0.186469	\$2,166,471
Total	\$0.591469	\$7,023,502

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

As of September 30, 2022

B. Amount of tax increment received in 2022 from the municipality and the other taxing jurisdictions based on 2021 valuations: \$7,023,502

C. Other information: None

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



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: December 5, 2022

FROM: Lynda Bolitho, Director of Human Resources

ITEM: Consider approval of a contract with Blue Cross and Blue Shield of Texas in the amount of \$1,476,766 for reinsurance coverage for the Town's Group Health Plan and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town is self-insured for health, dental and vision benefits for employees and dependents covered on the Town's group health insurance plan. The Town currently purchases reinsurance to limit liability from any single participant's claims to \$165,000 per year. The reinsurance also limits the total aggregate insurance claims for all employees during any calendar year.

In October 2022, the Human Resources Division, in conjunction with the Town's health insurance consulting firm, McGriff, Seibels & Williams of Texas Inc. (MSW) requested bids from fourteen (14) carriers for the Town's specific and aggregate reinsurance coverage for Plan Year 2023. Due to uncompetitive rates and ongoing large claims, we received a renewal quote from Blue Cross and Blue Shield of Texas and uncompetitive quotes from Sun Life, QBE, and Wellpoint, which included lasers for individual employees. Lasering is a common stop-loss industry practice of setting a higher deductible for certain plan members based on prior claims experience or the likelihood they will become a high-cost claimant in the future. The current carrier, Blue Cross and Blue Shield of Texas provided a quote renewing our current \$165,000 specific deductible in the amount of \$1,476,766, which represents a 32.25% increase for Plan Year 2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,476,766

Proposed Expenditure/(Revenue):	Account Number(s):
\$1,476,766	840-710-17600-8510

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Stop Loss Renewal Analysis
2. Application for Stop Loss Coverage

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

	Current	Renewal	Proposed	Proposed	Proposed
Stop Loss Carrier	BCBS	BCBS	Wellpoint	Sun Life	QBE
AM Best Rating	A	A	A+	A+	A
SPECIFIC RETENTION	\$165,000	\$165,000	\$165,000	\$165,000	\$165,000
Contract	Paid	Paid	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Rates					
Composite 559	\$162.70	\$216.39	\$195.24	\$230.83	\$249.98
Specific Monthly Premium	\$90,949.30	\$120,962.01	\$109,139.16	\$129,033.97	\$139,738.82
Specific Annual Premium 559	\$1,091,391.60	\$1,451,544.12	\$1,309,669.92	\$1,548,407.64	\$1,676,865.84
Aggregate Rate					
Employee	\$3.76	\$3.76	\$4.00	\$4.03	\$4.38
Aggregate Monthly Premium	\$2,101.84	\$2,101.84	\$2,236.00	\$2,252.77	\$2,448.42
Aggregate Annual Premium	\$25,222.08	\$25,222.08	\$26,832.00	\$27,033.24	\$29,381.04
TOTAL ANNUAL REINSURANCE COST	\$1,116,613.68	\$1,476,766.20	\$1,336,501.92	\$1,575,440.88	\$1,706,246.88
% Increase Compared to Current		32.25%	19.69%	41.09%	52.81%
AGGREGATE RETENTION					
Contract	Paid	Paid	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Factors Composite 559	\$1,715.70	\$1,840.30	\$1,862.51	\$1,917.09	\$1,912.08
Monthly Attachment Factor	\$959,076.30	\$1,028,727.70	\$1,041,143.09	\$1,071,653.31	\$1,068,852.72
Annual Attachment Factor 559	\$11,508,915.60	\$12,344,732.40	\$12,493,717.08	\$12,859,839.72	\$12,826,232.64
Total Fixed Costs					
Monthly Fixed Costs	\$93,051.14	\$123,063.85	\$111,375.16	\$131,286.74	\$142,187.24
Annual Fixed Costs	\$1,116,613.68	\$1,476,766.20	\$1,336,501.92	\$1,575,440.88	\$1,706,246.88
% Increase	--	32.25%	19.69%	41.09%	52.81%

Notes

Claimant #1 - \$1M
Claimant #2 - \$850K
Claimant #3 - \$650K

Lasers Expected at \$600K+

Lasers Expected at \$600K+

BlueCross BlueShield of Texas

APPLICATION AND POLICY SCHEDULE FOR STOP LOSS COVERAGE

Employer Group Name: Town of Flower Mound
Employer Group Address: 2121 Cross Timbers Road
City: Flower Mound **State of Situs:** TX **Zip Code:** 75028
Account Number: 031462
Employer Group Number(s): 031462,099925, 037207
Original Effective Date of Stop Loss Policy: 01/01/2009
Current Policy Effective Date: 01/01/2023
Current Policy Period The specifications set forth in this Application are for the Policy Period commencing on 01/01/2023 and ending on 12/31/2023.

The specifications below shall become effective on the first date of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Covered Employees:

Number of Single Coverage Units: 189
 Number of Family Coverage Units: 373

B. Individual Stop Loss Coverage:

1. New Coverage ☐ Renewal of Existing Coverage ☒

2. Stop Loss coverage during the Current Policy Period

☐ **Choose an item**

Coverage for Claims incurred from _____ to _____ and Claims paid from _____ to _____.

If 24/12, 18/12, 15/12, or 12/12 are selected, Employer Group understands that run-out coverage is not included, and Employer Group represents that it intends to purchase run-in coverage from its next carrier.

For new coverage only, if a run-in contract as explained in the Stop Loss Policy (24/12, 18/12, or 15/12 coverage period) is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

☒ (Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses includes:

- ☒ Medical Claims:
- ☒ Prescription Drug Claims with: Prime (Preferred PBM) _____

- ☐ For **Hospital Employer Groups only**: Excludes _____% of Home Hospital Medical claims
☐ Other (for example Dental/Vision): _____.

4. Individual Stop Loss Provisions

- a. Individual Stop Loss Deductible: \$165,000
 Applies per Covered Person for the Employer Group's Current Policy Period.
- b. Aggregating Specific Deductible (if applicable): \$_____
- c. Lasered Individuals with Individual Stop Loss Deductible (if applicable):
 Individual identifier, alternate Individual Stop Loss Deductible:
 \$_____
- d. Lasered Individuals excluded from Stop Loss Coverage (if applicable):
 Individual identifier:

- e. If a run-in contract (24/12, 18/12, or 15/12 coverage period) is purchased, per Item 2. above, run-in claims are covered with a maximum liability of: \$_____ per Covered Person.

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with 12/15, 12/18, or 12/24 contracts):
☒ Yes ☐ No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months of the Current Policy Period multiplied by three times pre-termination Individual Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill. Claims will accumulate and be combined under one Individual Stop Loss Deductible specified in item B.4.a above for the Current Policy Period and Terminal Period. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Individual Stop Loss Premium

Monthly Individual Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:

\$216.39 Composite; or
 \$_____ for each Single Coverage Unit
 \$_____ for each Family Coverage Unit

C. Aggregate Stop Loss Coverage: Yes ☒ No ☐

If yes, complete Items 1. through 5. Below:

1. New Coverage ☐ Renewal of Existing Coverage ☒

2. Stop Loss Coverage during the current Policy Period

☐ **Choose an item**

Coverage for Claims incurred from _____ to _____ and Claims paid from _____ to _____.

If 24/12, 18/12, 15/12, or 12/12 are selected, Employer Group understands that run-out coverage is not included, and Employer Group represents that it intends to purchase run-in coverage from its next carrier.

For new coverage only, if a run-in contract as explained in the policy (24/12, 18/12, or 15/12 coverage period) is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual

stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

☒ (Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses:

- ☒ Medical Claims
☐ Claim Administrator's Provider Access Fees
☒ Prescription Drug Claims with: Prime (Preferred PBM) _____
☐ For **Hospital Employer Groups only**: Excludes _____% of Home Hospital Medical claims
☐ Other (for example Dental/Vision): _____

4. Aggregate Claim Liability

- a. Attachment Factor 125% of the Average Claim Value
b. Aggregate Claim Factors:

Group Number:	031462	099925	037207	
Composite; or	\$1,840.30	\$1,840.30	\$1,840.30	\$
For each Single Coverage Unit	\$	\$	\$	\$
For each Family Coverage Unit	\$	\$	\$	\$

- c. Minimum Aggregate Point of Attachment: \$11,169,885

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with 12/15, 12/18, or 12/24 contracts):

☐ Yes ☐ No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months multiplied by three times pre-termination Aggregate Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill.

The Final Settlement Point of Attachment shall equal the sum of the Employer's Aggregate Claim Liability amount for the Policy Period plus 15% of the Aggregate Claim Factor multiplied by 12, and then multiplied by the average enrollment for the last two (2) months of the Current Policy Period immediately preceding termination. Furthermore, for the Final Settlement Period, the Minimum Aggregate Point of Attachment shall be the Minimum Aggregate Point of Attachment in item C.4.c. above increased by 15%. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Aggregate Stop Loss Premium:

☒ Monthly Premium

Monthly Aggregate Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:

\$3.76 Composite; or
\$_____ for each Single Coverage Unit
\$_____ for each Family Coverage Unit

☐ Annual Premium (Due on the first day of the Current Policy Period): \$_____

D. Additional Provisions (if elected):

1. Retirees Covered (select if included):

Pre-65: ☐ or Post-65: ☐

2. Home Hospital Employer Groups Only: Home Hospital Provider Number(s) subject to exclusion percentage per Item B.3. & C.3.: _____
3. Monthly Aggregate Accommodation: ☐ Yes ☐ No
4. Additional information: _____

Fraud Notice: Any person who knowingly, with intent to injure, defraud or deceive any insurance company submits an application containing any false, incomplete, or misleading information, may be subject to prosecution and may be found guilty of a felony under state law and subject to punishment, including fines and/or imprisonment. Submission of false information in connection with this application may also constitute a crime under federal laws. All appropriate legal remedies will be pursued in the event of insurance fraud, including prosecution under Federal Mail or Wire Fraud statutes, and/ or the Federal Racketeer Influenced and Corrupt Organizations Act. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application and the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder".

Allison Gooderl
Sales Representative

Signature of Authorized Purchaser

Title of Authorized Purchaser

Date



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: December 5, 2022

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn Farms) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designations from Office and Retail uses to Low Density Residential, Medium Density Residential and High Density Single Family Detached Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. *(The Planning and Zoning Commission recommended approval subject to a reduction of high-density land use area by a vote of 5 to 1 at its October 10, 2022, meeting; see below for more information.) (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.)*



SUMMARY DATA:

- Size – 39.136 acres
- MPA Request – Change land use from Office and Retail uses to Low Density (minimum lot size of 15,000 square feet), Medium Density (minimum lot size of 10,000 square feet) and High Density Single Family Detached (minimum lot size of 5,000 square feet) uses
- SMARTGrowth – Passed
- Traffic Analysis – Passed

BACKGROUND INFORMATION: Below is the link to the Planning and Zoning Commission (P&Z) report and backup for this item. The applicant's original request contained 17.64 acres of Low Density area, 4.57 acres of Medium Density area, and 16.93 acres of High-Density Single Family Detached area. The Commission expressed concerns about the size of the area proposed for High Density uses and the applicant agreed with their recommendation to reduce the amount of proposed High Density area. The applicant's current request contains 14.86 acres of Low Density area, 18.54 acres of Medium Density area, and 5.72 acres of High Density Single Family Detached area.

ATTACHMENTS:

1. Draft Ordinance
2. [Planning and Zoning Commission Staff Report Link](#)

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

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, "LAND USE PLAN," OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM OFFICE AND RETAIL USES TO LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, AND HIGH DENSITY SINGLE FAMILY DETACHED RESIDENTIAL USES ON APPROXIMATELY 39.136 ACRES OF LAND BEING A PART OF LOT 1, BLOCK B, OF THE WHYBURN ADDITION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations of the Flower Mound Code (the "Code"), the owner of the property described as approximately 39.136 acres of land being a part of Lot 1, Block B, Whyburn Addition, Denton County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Office and Retail Uses to Low Density Residential, Medium Density Residential, and High Density Single Family Detached Residential Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on October 10, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 5, 2022, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 39.136 acres of land being a part of Lot 1, Block B, Whyburn Addition, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, "Land Use Plan," of the Master Plan, specifically the "Land Use Plan Map,"

is hereby amended to change the current land use designation from Office and Retail Uses to Low Density Residential, Medium Density Residential, and High Density Single Family Detached Residential Uses for the approximately 39.136 acres of the project area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 5TH DAY OF DECEMBER, 2022.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT “A”

EXHIBIT “B”

*** METES AND BOUNDS DESCRIPTIONS ***

FOR ZONING CLASIFICATION'S

PART OF LOT 1, BLOCK 1B, WHYBURN ADDITION

TARRANT COUNTY TEXAS

PROPOSED PARCEL BOUNDARY:

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 39.136 acre tract of land lying northerly and easterly of the line described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said beginning point also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE South 00°25'41" East, along the east lot line of said Lot 1, in part along the west lot line of said Lot 1-R, and in part along the west block line of Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet E, Page 74, P.R.D.C.T., a distance of 995.17 feet;

THENCE South 00°29'47" East, continuing along the said east lot line and the said west block line, and in part along the west property line of a called 4.00 acre tract of land conveyed to Douglas Peaden and Susan Peaden, by deed thereof filed for record in Denton County Clerk's Instrument No. 2004-103617, O.P.R.D.C.T., a distance of 769.86 feet to the **POINT OF BEGINNING**;

THENCE westerly following courses and distances;

South 89°34'19" West, a distance of 158.14 feet;

North 27°23'24" West, a distance of 66.25 feet;

THENCE northwesterly, a distance of 71.99 feet along a tangential curve concave to the north having a radius of 75.00 feet and a central angle of 54°59'36";

THENCE westerly following courses and distances;

South 24°30'50" West, a distance of 114.93 feet;

South 10°51'13" West, a distance of 130.72 feet;

North 81°26'23" West, a distance of 117.44 feet;

North 65°39'41" West, a distance of 207.79 feet;

South 53°13'59" West, a distance of 80.83 feet;

South 83°31'14" West, a distance of 155.95 feet;

North 77°51'00" West, a distance of 76.74 feet;

THENCE North 00°21'37" West, to a point on the common line of the Whyburn Right of Way, and said Lot 1, Block B, WHYBURN ADDITION, Whyburn Addition Denton County Clerk's Instrument No. 2020-187, O.P.R.D.C.T., the most southeasterly right of way point of curvature of Whyburn Drive, a distance of 773.33 feet more or less and said line there terminating.

HIGH DENSITY ZONING (SF-5):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 5.714 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 179.37 feet;

to the **POINT OF BEGINNING**;

THENCE southwesterly, a distance of 167.74 feet along a curve concave to the southeast having a radius of 75.00 feet, a central angle of 128°08'34", a cord bearing of South 25°58'55" West, a distance of 134.90 feet;

THENCE South 00°25'41" East, a distance of 273.87 feet;

THENCE southwesterly, a distance of 107.70 feet along a tangential curve concave to the northwest having a radius of 420.00 feet, a central angle of 14°41'34";

THENCE South 14°15'53" West, a distance of 110.90 feet;

THENCE southeasterly, a distance of 218.20 feet along a tangential curve concave to the east having a radius of 425.00 feet, a central angle of 29°24'58";

THENCE South 15°09'04" East, a distance of 111.23 feet;

THENCE southerly, a distance of 107.43 feet along a tangential curve concave to the west having a radius of 420.00 feet, a central angle of 14°39'18";

THENCE following courses and distances;

South 00°29'47" East, a distance of 131.78 feet;

South 89°38'23" West, a distance of 115.00 feet;

South 00°29'47" East, a distance of 120.00 feet;

South 89°38'23" West, a distance of 15.00 feet;

South 00°29'47" East, a distance of 60.00 feet;

North 89°38'23" East, a distance of 158.07 feet;

THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

THENCE North 27°08'51" West, a distance of 45.65 feet, more or less, to the point of beginning and said line there terminating.

MEDIUM DENSITY ZONING (SF-10):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 18.537 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 35.00 feet;

to the **POINT OF BEGINNING**;

THENCE the following courses and distances;

South 89°44'26" East, a distance of 409.95 feet;

South 29°18'17" East, a distance of 229.61 feet;

THENCE southerly, a distance of 118.65 feet along a tangential curve concave to the southwest having a radius of 275.00 feet and a central angle of 24°43'17";

THENCE South 00°25'41" East, a distance of 305.13 feet;

THENCE southwesterly, a distance of 77.10 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°03'51";

THENCE South 15°38'10" East, a distance of 67.68 feet;

THENCE southerly, a distance of 157.02 feet along a tangential curve concave to the east having a radius of 275.00 feet and a central angle of 32°42'54";

THENCE South 17°04'44" East, a distance of 60.27 feet;

THENCE southerly, a distance of 79.59 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°34'57";

THENCE South 00°29'47" East, a distance of 501.26 feet;

THENCE westerly, a distance of 130.48 feet along a tangential curve concave to the northwest having a radius of 65.00 feet and a central angle of 115°00'38";

THENCE the following courses and distances;

South 15°11'33" East, a distance of 40.38 feet;

South 24°30'50" West, a distance of 114.93 feet;

North 83°55'15" West, a distance of 31.62 feet;

North 70°09'58" West, a distance of 173.59 feet;

North 83°28'43" West, a distance of 68.06 feet;

South 86°14'06" West, a distance of 81.31 feet;

North 83°28'43" West, a distance of 160.00 feet;

North 06°31'17" East, a distance of 147.59 feet;

THENCE northerly, a distance of 55.83 feet along a curve concave to the northeast having a radius of 75.00 feet, a central angle of 42°39'12", a cord bearing of North 16°36'50" West, a distance of 54.55 feet:

THENCE North 89°38'23" East, a distance of 42.72 feet;

Re THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

North 27°08'51" West, a distance of 45.65 feet;

THENCE North 00°25'41" West, a distance of 144.37 feet, more or less, to the point of beginning and said line there terminating.

THENCE northwesterly, a distance of 19.95 feet, to the **POINT OF BEGINNING**, along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 04°09'20";

LOW DENSITY ZONING (SF-15):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 14.885 acre tract of land lying northerly and easterly of the line described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said beginning point also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE South 00°25'41" East, along the east lot line of said Lot 1, in part along the west lot line of said Lot 1-R, and in part along the west block line of Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet E, Page 74, P.R.D.C.T., a distance of 995.17 feet;

THENCE South 00°29'47" East, continuing along the said east lot line and the said west block line, and in part along the west property line of a called 4.00 acre tract of land conveyed to Douglas Peaden and Susan Peaden, by deed thereof filed for record in Denton County Clerk's Instrument No. 2004-103617, O.P.R.D.C.T., a distance of 769.86 feet to the **POINT OF BEGINNING**;

THENCE westerly following courses and distances;

South 89°34'19" West, a distance of 158.14 feet;

North 27°23'24" West, a distance of 66.25 feet;

THENCE northwesterly, a distance of 71.99 feet along a tangential curve concave to the north having a radius of 75.00 feet and a central angle of 54°59'36";

THENCE westerly following courses and distances;

South 24°30'50" West, a distance of 114.93 feet;

South 10°51'13" West, a distance of 130.72 feet;

North 81°26'23" West, a distance of 117.44 feet;

North 65°39'41" West, a distance of 207.79 feet;

South 53°13'59" West, a distance of 80.83 feet;

South 83°31'14" West, a distance of 155.95 feet;

North 77°51'00" West, a distance of 76.74 feet;

THENCE North 00°21'37" West, to a point on the common line of the Whyburn Right of Way, and said Lot

1, Block B, WHYBURN ADDITION, Whyburn Addition Denton County Clerk's Instrument No. 2020-187, O.P.R.D.C.T., the most southeasterly right of way point of curvature of Whyburn Drive, a distance of 773.33 feet more or less and said line there terminating.

LESS

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 5.714 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 179.37 feet;

to the **POINT OF BEGINNING**;

THENCE southwesterly, a distance of 167.74 feet along a curve concave to the southeast having a radius of 75.00 feet, a central angle of 128°08'34", a cord bearing of South 25°58'55" West, a distance of 134.90 feet;

THENCE South 00°25'41" East, a distance of 273.87 feet;

THENCE southwesterly, a distance of 107.70 feet along a tangential curve concave to the northwest having a radius of 420.00 feet, a central angle of 14°41'34";

THENCE South 14°15'53" West, a distance of 110.90 feet;

THENCE southeasterly, a distance of 218.20 feet along a tangential curve concave to the east having a radius of 425.00 feet, a central angle of 29°24'58";

THENCE South 15°09'04" East, a distance of 111.23 feet;

THENCE southerly, a distance of 107.43 feet along a tangential curve concave to the west having a radius of 420.00 feet, a central angle of 14°39'18";

THENCE following courses and distances;

South 00°29'47" East, a distance of 131.78 feet;

South 89°38'23" West, a distance of 115.00 feet;

South 00°29'47" East, a distance of 120.00 feet;

South 89°38'23" West, a distance of 15.00 feet;

South 00°29'47" East, a distance of 60.00 feet;

North 89°38'23" East, a distance of 158.07 feet;

THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

THENCE North 27°08'51" West, a distance of 45.65 feet, more or less, to the point of beginning and said line there terminating.

LESS

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 18.537 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 35.00 feet;

to the **POINT OF BEGINNING**;

THENCE the following courses and distances;

South 89°44'26" East, a distance of 409.95 feet;

South 29°18'17" East, a distance of 229.61 feet;

THENCE southerly, a distance of 118.65 feet along a tangential curve concave to the southwest having a radius of 275.00 feet and a central angle of 24°43'17";

THENCE South 00°25'41" East, a distance of 305.13 feet;

THENCE southwesterly, a distance of 77.10 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°03'51";

THENCE South 15°38'10" East, a distance of 67.68 feet;

THENCE southerly, a distance of 157.02 feet along a tangential curve concave to the east having a radius of 275.00 feet and a central angle of 32°42'54";

THENCE South 17°04'44" East, a distance of 60.27 feet;

THENCE southerly, a distance of 79.59 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°34'57";

THENCE South 00°29'47" East, a distance of 501.26 feet;

THENCE westerly, a distance of 130.48 feet along a tangential curve concave to the northwest having a radius of 65.00 feet and a central angle of 115°00'38";

THENCE the following courses and distances;

South 15°11'33" East, a distance of 40.38 feet;

South 24°30'50" West, a distance of 114.93 feet;

North 83°55'15" West, a distance of 31.62 feet;

North 70°09'58" West, a distance of 173.59 feet;

North 83°28'43" West, a distance of 68.06 feet;

South 86°14'06" West, a distance of 81.31 feet;

North 83°28'43" West, a distance of 160.00 feet;

North 06°31'17" East, a distance of 147.59 feet;

THENCE northerly, a distance of 55.83 feet along a curve concave to the northeast having a radius of 75.00 feet, a central angle of 42°39'12", a cord bearing of North 16°36'50" West, a distance of 54.55 feet:

THENCE North 89°38'23" East, a distance of 42.72 feet;

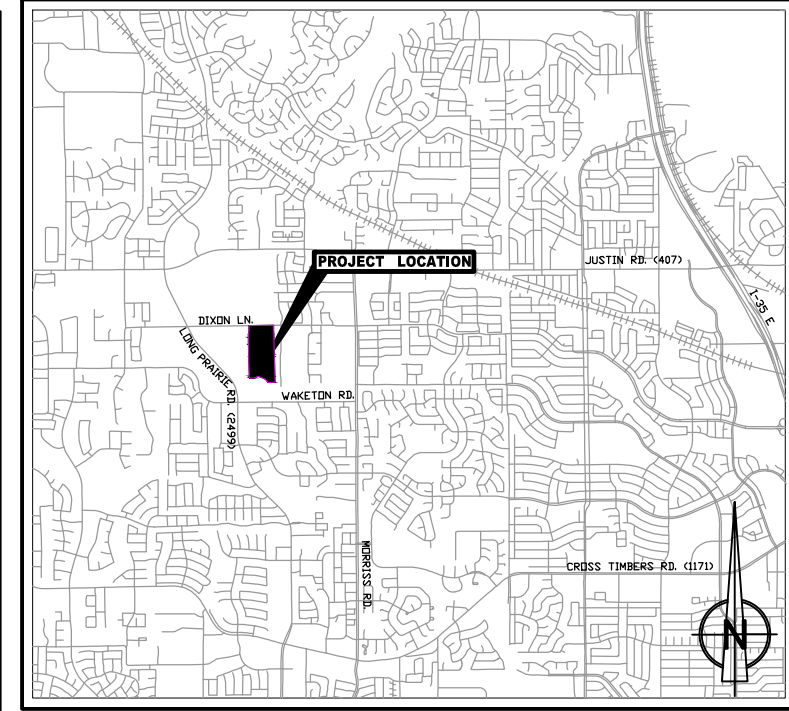
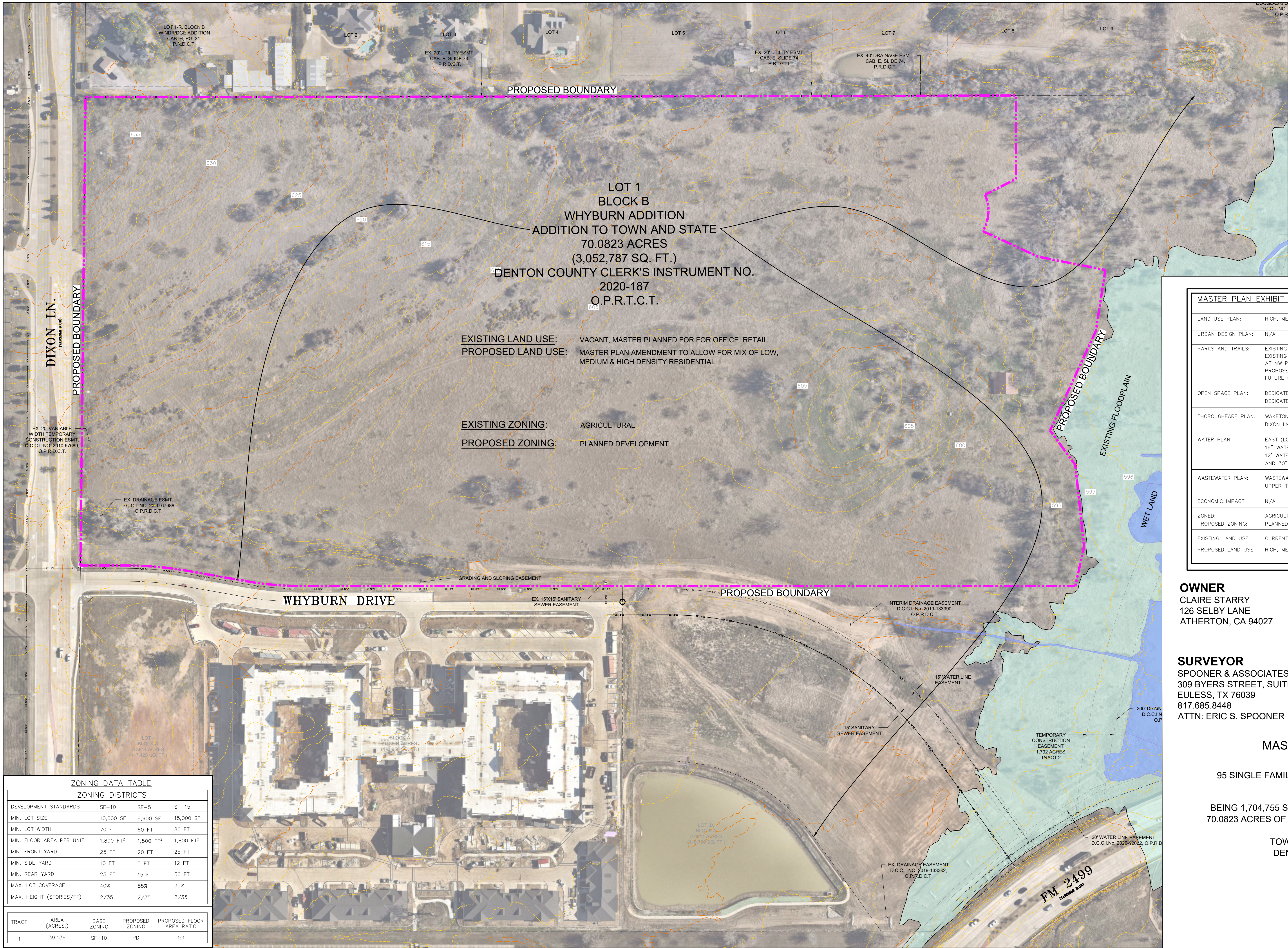
Re THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;
North 00°29'47" West, a distance of 375.30 feet;
North 07°49'13" West, a distance of 122.12 feet;
North 14°52'59" West, a distance of 112.00 feet;
North 07°41'07" West, a distance of 50.01 feet;
North 03°07'35" West, a distance of 75.86 feet;
North 14°15'53" East, a distance of 210.20 feet;
North 00°25'41" West, a distance of 429.83 feet;
North 89°52'45" West, a distance of 84.48 feet;
North 27°08'51" West, a distance of 45.65 feet;

THENCE North 00°25'41" West, a distance of 144.37 feet, more or less, to the point of beginning and said line there terminating.

THENCE northwesterly, a distance of 19.95 feet, to the **POINT OF BEGINNING**, along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 04°09'20";



VICINITY MAP
N.T.S.

MASTER PLAN EXHIBIT FEATURES	
LAND USE PLAN:	HIGH, MEDIUM, AND LOW DENSITY RESIDENTIAL
URBAN DESIGN PLAN:	N/A
PARKS AND TRAILS:	EXISTING WHITE LAZY DAISY TRAIL EXISTING MULTI USE – GENERAL ALONG DIXON LN. AND ENDS AT NW PROPERTY CORNER PROPOSED – TRAIL EXTENSION ALONG WHYBURN DRIVE FOR FUTURE CONNECTION TO THE SOUTH
OPEN SPACE PLAN:	DEDICATED 3.065 AC OPEN SPACE (LANDSCAPE BUFFER) 'G' DEDICATED 4.176 AC OPEN SPACE (BUFFER AND PONDING) 'H'
THOROUGHFARE PLAN:	WAKETON RD: URBAN COLLECTOR (60' R.O.W.) DIXON LN: URBAN MINOR ARTERIAL (90' R.O.W.)
WATER PLAN:	EAST (LOW) PRESSURE PLANE 16" WATER LINE ALONG WAKETON RD. 12" WATER LINE ALONG LONG PRAIRIE RD. AND 30" WATER LINE ALONG DIXON LN.
WASTEWATER PLAN:	WASTEWATER SERVICE DISTRICT NO.1 UPPER TIMBER BRANCH 12" TRUNK LINE ALONG WAKETON RD.
ECONOMIC IMPACT:	N/A
ZONED:	AGRICULTURE
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
EXISTING LAND USE:	CURRENTLY VACANT, MASTER PLANNED FOR OFFICE, RETAIL
PROPOSED LAND USE:	HIGH, MEDIUM, AND LOW DENSITY RESIDENTIAL

OWNER
CLAIRE STARRY
126 SELBY LANE
ATHERTON, CA 94027

CIVIL ENGINEER
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: BRIAN DENCH

SURVEYOR
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100
EULESS, TX 76039
817.685.8448
ATTN: ERIC S. SPOONER

LANDSCAPE ARCHITECT
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: HETH KENDRICK

**MASTER PLAN EXHIBIT
WHYBURN**

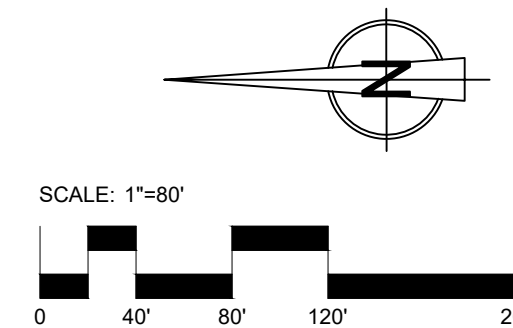
95 SINGLE FAMILY LOTS; 2 COMMON AREA LOTS;

BEING 1,704,755 SQ. FT. OR 39.136 ACRES OUT OF THE
70.0823 ACRES OF LOT 1, BLOCK B, WHYBURN ADDITION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING DATA TABLE				
ZONING DISTRICTS				
DEVELOPMENT STANDARDS	SF-10	SF-5	SF-15	
MIN. LOT SIZE	10,000 SF	6,900 SF	15,000 SF	
MIN. LOT WIDTH	70 FT	60 FT	80 FT	
MIN. FLOOR AREA PER UNIT	1,800 FT ²	1,500 FT ²	1,800 FT ²	
MIN. FRONT YARD	25 FT	20 FT	25 FT	
MIN. SIDE YARD	10 FT	5 FT	12 FT	
MIN. REAR YARD	25 FT	15 FT	30 FT	
MAX. LOT COVERAGE	40%	55%	35%	
MAX. HEIGHT (STORIES/FT)	2/35	2/35	2/35	

TRACT	AREA (ACRES.)	BASE ZONING	PROPOSED ZONING	PROPOSED FLOOR AREA RATIO
1	39.136	SF-10	PD	1:1



SUBMITTAL DATE: 10/21/2022



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: December 5, 2022

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn Farms) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and south of Dixon Lane. *(The Planning and Zoning Commission recommended approval subject to a reduction of high density lots by a vote of 5 to 1 at its October 10, 2022, meeting; see below for more information.) (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.)*



SUMMARY DATA:

- Size – 39.136 acres
- Proposed Zoning – PD for Single-Family District-15 (minimum lot size of 15,000 square feet), Single-Family District-10 (minimum lot size of 10,000 square feet), and Single-Family District-5 (minimum lot size of 5,000 square feet) uses.
- Proposed Lots – 95 Buildable Lots
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – Topographic Slope
- Incentives – N/A

BACKGROUND INFORMATION: Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item. The applicant's original request contained 120 single-family residential lots, including 17 lots with a minimum lot size of 15,000 square feet (Low Density), 16 lots with a minimum lot size of 10,000 square feet (Medium Density), and 87 lots with a minimum lot size of 5,750 square feet (High Density Single Family Detached). The Commission expressed concerns about the number of high density lots, and the applicant agreed with their recommendation to replace

several of the high density lots with medium density lots. The applicant's current request contains a total of 95 single-family residential lots including 17 low density, 57 medium density, and 21 high density lots with a minimum lot size of 6,900 square feet.

ATTACHMENTS:

1. Draft Ordinance
2. [Planning and Zoning Commission Staff Report Link](#)

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

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE FLOWER MOUND CODE BY CHANGING THE ZONING ON APPROXIMATELY 39.136 ACRES OF LAND BEING A PART OF LOT 1, BLOCK B, OF THE WHYBURN ADDITION, FROM AGRICULTURAL DISTRICT (A) USES TO PLANNED DEVELOPMENT DISTRICT-189 (PD-189) WITH CERTAIN SINGLE FAMILY DISTRICT-15 (SF-15), SINGLE FAMILY DISTRICT-10 (SF-10) AND SINGLE FAMILY DISTRICT-5 (SF-5) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN, SPECIFIC REQUIREMENTS, AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 39.136 acres of land being a part of Lot 1, Block B, Whyburn Addition, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with certain Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on October 10, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 5, 2022, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined

herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a Planned Development District as shown below:

Approximately 39.136 acres of land being a part of Lot 1, Block B, Whyburn Addition, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

Planned Development District No.189 (PD-189) with certain Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses.

SECTION 2

The Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan of the proposed Planned Development District No. 189 (PD-189), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan for this Planned Development District No. 189 (PD-189).

SECTION 3

The official Zoning Map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 189 (PD-189), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Exhibits "B," "C," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Flower Mound Code as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Flower Mound Code. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 5TH DAY OF DECEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT “A”

EXHIBIT “B”

EXHIBIT “C”

EXHIBIT “D”

*** METES AND BOUNDS DESCRIPTIONS ***

FOR ZONING CLASIFICATION'S

PART OF LOT 1, BLOCK 1B, WHYBURN ADDITION

TARRANT COUNTY TEXAS

PROPOSED PARCEL BOUNDARY:

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 39.136 acre tract of land lying northerly and easterly of the line described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said beginning point also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE South 00°25'41" East, along the east lot line of said Lot 1, in part along the west lot line of said Lot 1-R, and in part along the west block line of Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet E, Page 74, P.R.D.C.T., a distance of 995.17 feet;

THENCE South 00°29'47" East, continuing along the said east lot line and the said west block line, and in part along the west property line of a called 4.00 acre tract of land conveyed to Douglas Peaden and Susan Peaden, by deed thereof filed for record in Denton County Clerk's Instrument No. 2004-103617, O.P.R.D.C.T., a distance of 769.86 feet to the **POINT OF BEGINNING**;

THENCE westerly following courses and distances;

South 89°34'19" West, a distance of 158.14 feet;

North 27°23'24" West, a distance of 66.25 feet;

THENCE northwesterly, a distance of 71.99 feet along a tangential curve concave to the north having a radius of 75.00 feet and a central angle of 54°59'36";

THENCE westerly following courses and distances;

South 24°30'50" West, a distance of 114.93 feet;

South 10°51'13" West, a distance of 130.72 feet;

North 81°26'23" West, a distance of 117.44 feet;

North 65°39'41" West, a distance of 207.79 feet;

South 53°13'59" West, a distance of 80.83 feet;

South 83°31'14" West, a distance of 155.95 feet;

North 77°51'00" West, a distance of 76.74 feet;

THENCE North 00°21'37" West, to a point on the common line of the Whyburn Right of Way, and said Lot 1, Block B, WHYBURN ADDITION, Whyburn Addition Denton County Clerk's Instrument No. 2020-187, O.P.R.D.C.T., the most southeasterly right of way point of curvature of Whyburn Drive, a distance of 773.33 feet more or less and said line there terminating.

HIGH DENSITY ZONING (SF-5):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 5.714 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North $89^{\circ}44'26''$ West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South $00^{\circ}25'41''$ East, a distance of 179.37 feet;

to the **POINT OF BEGINNING**;

THENCE southwesterly, a distance of 167.74 feet along a curve concave to the southeast having a radius of 75.00 feet, a central angle of $128^{\circ}08'34''$, a cord bearing of South $25^{\circ}58'55''$ West, a distance of 134.90 feet;

THENCE South $00^{\circ}25'41''$ East, a distance of 273.87 feet;

THENCE southwesterly, a distance of 107.70 feet along a tangential curve concave to the northwest having a radius of 420.00 feet, a central angle of $14^{\circ}41'34''$;

THENCE South $14^{\circ}15'53''$ West, a distance of 110.90 feet;

THENCE southeasterly, a distance of 218.20 feet along a tangential curve concave to the east having a radius of 425.00 feet, a central angle of $29^{\circ}24'58''$;

THENCE South $15^{\circ}09'04''$ East, a distance of 111.23 feet;

THENCE southerly, a distance of 107.43 feet along a tangential curve concave to the west having a radius of 420.00 feet, a central angle of $14^{\circ}39'18''$;

THENCE following courses and distances;

South $00^{\circ}29'47''$ East, a distance of 131.78 feet;

South $89^{\circ}38'23''$ West, a distance of 115.00 feet;

South $00^{\circ}29'47''$ East, a distance of 120.00 feet;

South $89^{\circ}38'23''$ West, a distance of 15.00 feet;

South $00^{\circ}29'47''$ East, a distance of 60.00 feet;

North $89^{\circ}38'23''$ East, a distance of 158.07 feet;

THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

THENCE North 27°08'51" West, a distance of 45.65 feet, more or less, to the point of beginning and said line there terminating.

MEDIUM DENSITY ZONING (SF-10):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 18.537 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 35.00 feet;

to the **POINT OF BEGINNING**;

THENCE the following courses and distances;

South 89°44'26" East, a distance of 409.95 feet;

South 29°18'17" East, a distance of 229.61 feet;

THENCE southerly, a distance of 118.65 feet along a tangential curve concave to the southwest having a radius of 275.00 feet and a central angle of 24°43'17";

THENCE South 00°25'41" East, a distance of 305.13 feet;

THENCE southwesterly, a distance of 77.10 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°03'51";

THENCE South 15°38'10" East, a distance of 67.68 feet;

THENCE southerly, a distance of 157.02 feet along a tangential curve concave to the east having a radius of 275.00 feet and a central angle of 32°42'54";

THENCE South 17°04'44" East, a distance of 60.27 feet;

THENCE southerly, a distance of 79.59 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°34'57";

THENCE South 00°29'47" East, a distance of 501.26 feet;

THENCE westerly, a distance of 130.48 feet along a tangential curve concave to the northwest having a radius of 65.00 feet and a central angle of 115°00'38";

THENCE the following courses and distances;

South 15°11'33" East, a distance of 40.38 feet;

South 24°30'50" West, a distance of 114.93 feet;

North 83°55'15" West, a distance of 31.62 feet;

North 70°09'58" West, a distance of 173.59 feet;

North 83°28'43" West, a distance of 68.06 feet;

South 86°14'06" West, a distance of 81.31 feet;

North 83°28'43" West, a distance of 160.00 feet;

North 06°31'17" East, a distance of 147.59 feet;

THENCE northerly, a distance of 55.83 feet along a curve concave to the northeast having a radius of 75.00 feet, a central angle of 42°39'12", a cord bearing of North 16°36'50" West, a distance of 54.55 feet:

THENCE North 89°38'23" East, a distance of 42.72 feet;

Re THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

North 27°08'51" West, a distance of 45.65 feet;

THENCE North 00°25'41" West, a distance of 144.37 feet, more or less, to the point of beginning and said line there terminating.

THENCE northwesterly, a distance of 19.95 feet, to the **POINT OF BEGINNING**, along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 04°09'20";

LOW DENSITY ZONING (SF-15):

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 14.885 acre tract of land lying northerly and easterly of the line described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said beginning point also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE South 00°25'41" East, along the east lot line of said Lot 1, in part along the west lot line of said Lot 1-R, and in part along the west block line of Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet E, Page 74, P.R.D.C.T., a distance of 995.17 feet;

THENCE South 00°29'47" East, continuing along the said east lot line and the said west block line, and in part along the west property line of a called 4.00 acre tract of land conveyed to Douglas Peaden and Susan Peaden, by deed thereof filed for record in Denton County Clerk's Instrument No. 2004-103617, O.P.R.D.C.T., a distance of 769.86 feet to the **POINT OF BEGINNING**;

THENCE westerly following courses and distances;

South 89°34'19" West, a distance of 158.14 feet;

North 27°23'24" West, a distance of 66.25 feet;

THENCE northwesterly, a distance of 71.99 feet along a tangential curve concave to the north having a radius of 75.00 feet and a central angle of 54°59'36";

THENCE westerly following courses and distances;

South 24°30'50" West, a distance of 114.93 feet;

South 10°51'13" West, a distance of 130.72 feet;

North 81°26'23" West, a distance of 117.44 feet;

North 65°39'41" West, a distance of 207.79 feet;

South 53°13'59" West, a distance of 80.83 feet;

South 83°31'14" West, a distance of 155.95 feet;

North 77°51'00" West, a distance of 76.74 feet;

THENCE North 00°21'37" West, to a point on the common line of the Whyburn Right of Way, and said Lot

1, Block B, WHYBURN ADDITION, Whyburn Addition Denton County Clerk's Instrument No. 2020-187, O.P.R.D.C.T., the most southeasterly right of way point of curvature of Whyburn Drive, a distance of 773.33 feet more or less and said line there terminating.

LESS

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 5.714 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 179.37 feet;

to the **POINT OF BEGINNING**;

THENCE southwesterly, a distance of 167.74 feet along a curve concave to the southeast having a radius of 75.00 feet, a central angle of 128°08'34", a cord bearing of South 25°58'55" West, a distance of 134.90 feet;

THENCE South 00°25'41" East, a distance of 273.87 feet;

THENCE southwesterly, a distance of 107.70 feet along a tangential curve concave to the northwest having a radius of 420.00 feet, a central angle of 14°41'34";

THENCE South 14°15'53" West, a distance of 110.90 feet;

THENCE southeasterly, a distance of 218.20 feet along a tangential curve concave to the east having a radius of 425.00 feet, a central angle of 29°24'58";

THENCE South 15°09'04" East, a distance of 111.23 feet;

THENCE southerly, a distance of 107.43 feet along a tangential curve concave to the west having a radius of 420.00 feet, a central angle of 14°39'18";

THENCE following courses and distances;

South 00°29'47" East, a distance of 131.78 feet;

South 89°38'23" West, a distance of 115.00 feet;

South 00°29'47" East, a distance of 120.00 feet;

South 89°38'23" West, a distance of 15.00 feet;

South 00°29'47" East, a distance of 60.00 feet;

North 89°38'23" East, a distance of 158.07 feet;

THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;

North 00°29'47" West, a distance of 375.30 feet;

North 07°49'13" West, a distance of 122.12 feet;

North 14°52'59" West, a distance of 112.00 feet;

North 07°41'07" West, a distance of 50.01 feet;

North 03°07'35" West, a distance of 75.86 feet;

North 14°15'53" East, a distance of 210.20 feet;

North 00°25'41" West, a distance of 429.83 feet;

North 89°52'45" West, a distance of 84.48 feet;

THENCE North 27°08'51" West, a distance of 45.65 feet, more or less, to the point of beginning and said line there terminating.

LESS

That part of, Lot 1, Block B, Whyburn Addition, an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2020-187, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), being a 18.537 acre tract of land described by metes and bounds as follows:

COMMENCING at the most northerly northeast lot corner of said Lot 1, same being on the west lot line of Lot 1-R, Block B, Windridge Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Cabinet H, Slide 31, Plat Records, Denton County, Texas (P.R.D.C.T.), said point of commencement also being on the south right-of-way line of Dixon Lane (being a variable width public right-of-way);

THENCE North 89°44'26" West, a distance of 730.05 feet along the northern boundary of Lot 1, Block B , Whyburn Addition;

THENCE South 00°25'41" East, a distance of 35.00 feet;

to the **POINT OF BEGINNING**;

THENCE the following courses and distances;

South 89°44'26" East, a distance of 409.95 feet;

South 29°18'17" East, a distance of 229.61 feet;

THENCE southerly, a distance of 118.65 feet along a tangential curve concave to the southwest having a radius of 275.00 feet and a central angle of 24°43'17";

THENCE South 00°25'41" East, a distance of 305.13 feet;

THENCE southwesterly, a distance of 77.10 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°03'51";

THENCE South 15°38'10" East, a distance of 67.68 feet;

THENCE southerly, a distance of 157.02 feet along a tangential curve concave to the east having a radius of 275.00 feet and a central angle of 32°42'54";

THENCE South 17°04'44" East, a distance of 60.27 feet;

THENCE southerly, a distance of 79.59 feet along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 16°34'57";

THENCE South 00°29'47" East, a distance of 501.26 feet;

THENCE westerly, a distance of 130.48 feet along a tangential curve concave to the northwest having a radius of 65.00 feet and a central angle of 115°00'38";

THENCE the following courses and distances;

South 15°11'33" East, a distance of 40.38 feet;

South 24°30'50" West, a distance of 114.93 feet;

North 83°55'15" West, a distance of 31.62 feet;

North 70°09'58" West, a distance of 173.59 feet;

North 83°28'43" West, a distance of 68.06 feet;

South 86°14'06" West, a distance of 81.31 feet;

North 83°28'43" West, a distance of 160.00 feet;

North 06°31'17" East, a distance of 147.59 feet;

THENCE northerly, a distance of 55.83 feet along a curve concave to the northeast having a radius of 75.00 feet, a central angle of 42°39'12", a cord bearing of North 16°36'50" West, a distance of 54.55 feet:

THENCE North 89°38'23" East, a distance of 42.72 feet;

Re THENCE southeasterly, a distance of 73.92 feet along a curve concave to the northeast having a radius of 65.00 feet, a central angle of 65°09'32", a cord bearing of South 50°45'02" West, a chord distance of 70.00 feet;

THENCE following courses and distances;

South 83°19'47" East, a distance of 83.76 feet;
North 00°29'47" West, a distance of 375.30 feet;
North 07°49'13" West, a distance of 122.12 feet;
North 14°52'59" West, a distance of 112.00 feet;
North 07°41'07" West, a distance of 50.01 feet;
North 03°07'35" West, a distance of 75.86 feet;
North 14°15'53" East, a distance of 210.20 feet;
North 00°25'41" West, a distance of 429.83 feet;
North 89°52'45" West, a distance of 84.48 feet;
North 27°08'51" West, a distance of 45.65 feet;

THENCE North 00°25'41" West, a distance of 144.37 feet, more or less, to the point of beginning and said line there terminating.

THENCE northwesterly, a distance of 19.95 feet, to the **POINT OF BEGINNING**, along a tangential curve concave to the west having a radius of 275.00 feet and a central angle of 04°09'20";

**PROPOSED PARCEL
PART OF LOT 1,
BLOCK 1
(1,704,750 SF)
(39.136 AC.)**

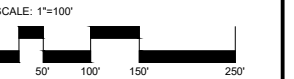
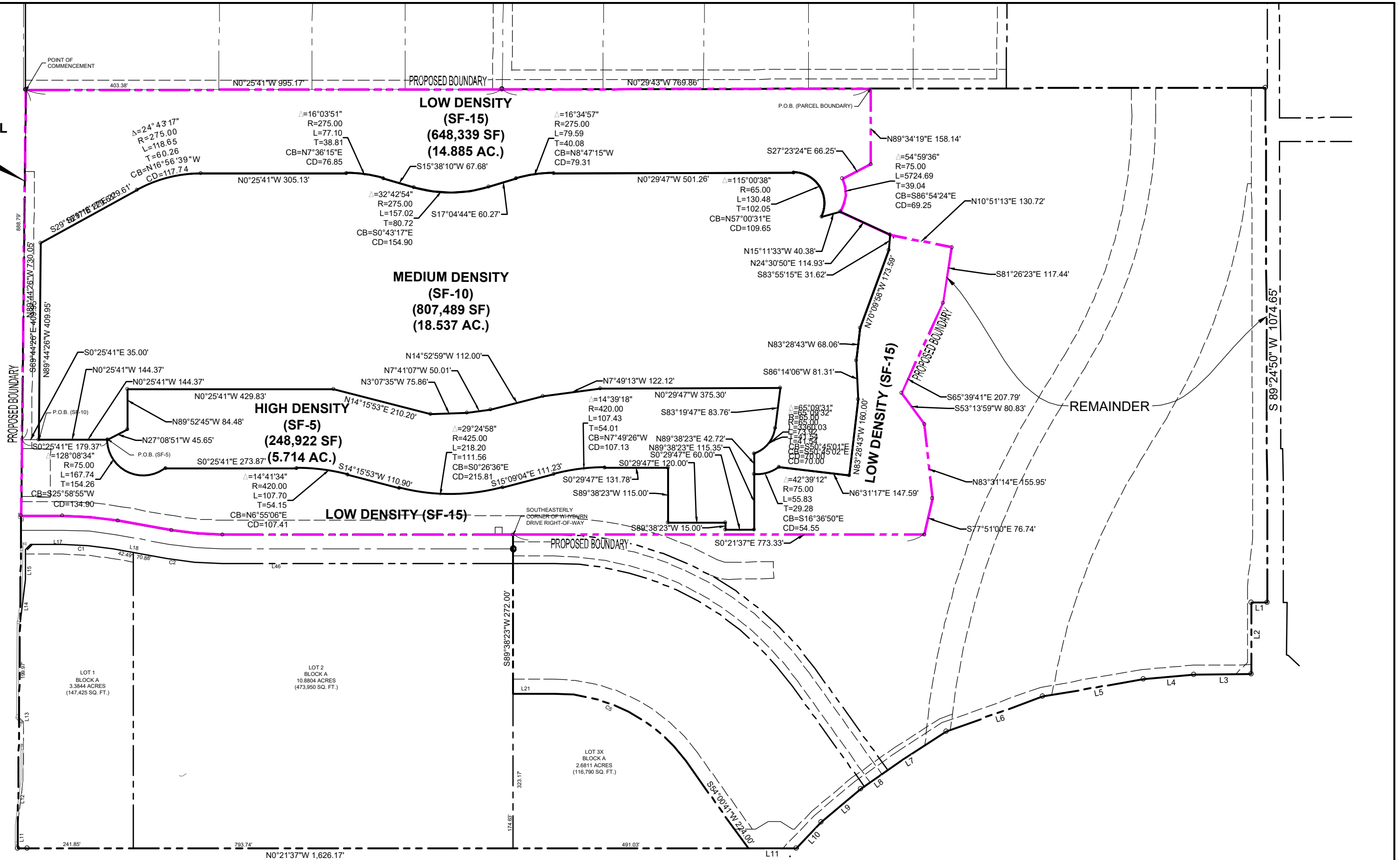


Exhibit “B”

DEVELOPMENT STANDARDS Planned Development District No. 189 (PD-189)

WHYBURN FARMS

The Development depicted in Exhibit “C” shall be in accordance with the Town of Flower Mound’s Master Plan and Land Development Regulations, as amended, and shall be subject to the following requirements and conditions:

A. PERMITTED USES.

1. Permitted Uses: The following uses shall be permitted within PD-189, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended.
 - a. Accessory use, general, subject to section 98-972;
 - b. Day care home;
 - c. Dwelling, single-family detached;
 - d. Garage sale, subject to section 98-982;
 - e. Home occupation, subject to section 98-984;
 - f. Local utility line;
 - g. Model home, subject to section 98-1000;
 - h. Solar panel systems, subject to section 98-1002; and
 - i. Swimming pool, private, subject to section 98-996.
2. Specific Uses: No uses requiring a Specific Use Permit shall be permitted within PD-189.
3. Temporary Uses: Only the following Temporary Uses may be permitted within PD-189 subject to approval of a Temporary Use Permit in accordance with the procedures and standards of section 78-87 of the Code, “Temporary Use Permits”:
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
 - b. Field office, temporary; and
 - c. Sales trailer, temporary, subject to section 98-993.

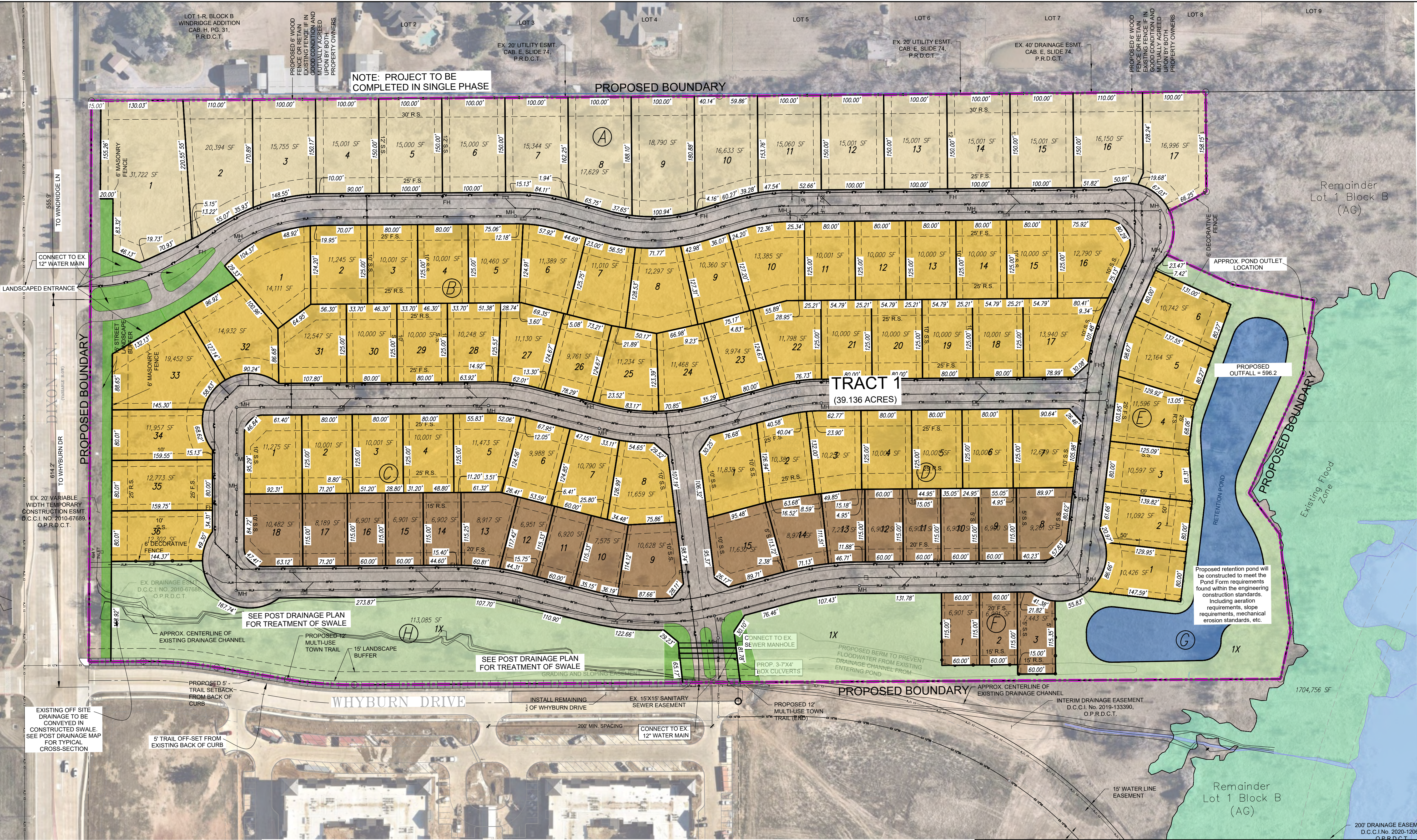
B. MINIMUM AND MAXIMUM DIMENSIONS.

1. The dimensional regulations listed in the Single-Family District-15 (SF-15) in the Town’s Zoning Ordinance shall be required for this Planned Development as shown on Exhibit “C” except as modified below:
 - a. The maximum height of buildings and structures shall be two (2) stories or 35 feet for all uses, subject to section 98-1031.

2. The dimensional regulations listed for SF-10 Single-Family District-10, section 98-395 of the Town's Zoning Ordinance shall be required for this Planned Development as shown on Exhibit "C," except as modified below:
 - a. Porches may encroach up to eight feet (8') into the front yard.
 - b. The maximum height of buildings and structures shall be two (2) stories or 35 feet for all uses, subject to section 98-1031.
 3. The dimensional regulations listed for SF-5 Single-Family District-5, section 98-435 of the Town's Zoning Ordinance shall be required for this Planned Development as shown on Exhibit "C," except as modified below:
 - a. Minimum lot size shall be 6,900 square feet.
 - b. Porches may encroach up to five feet (5') into the front yard.
 - c. The minimum side yard setback for the street side of a corner lot shall be ten feet (10').
 - d. The maximum height of buildings and structures shall be two (2) stories or 35 feet for all uses, subject to section 98-1031.
- C. RESIDENTIAL LOT REQUIREMENTS. There shall be a maximum of 95 residential lots within PD-189.
- D. LANDSCAPING AND FENCING. Landscaping and fencing shall be provided as shown on Exhibit "D."
- E. ENVIRONMENTAL PROTECTION PLAN. PD-189 is subject to the approved Environmental Protection Plan.
- F. EXCEPTIONS.

The following exceptions shall be granted with the approval of Planned Development District-189 (PD-189):

1. Topographical Slope Protection - Section 98-147.
An exception to Section 98-147, "Topographical slope protection," is granted for slopes that are greater than 5%, but less than 12%, as depicted in the approved Environmental Protection Plan.



ZONING PLAN EXHIBIT FEATURES	
LAND USE PLAN:	HIGH, MEDIUM, AND LOW DENSITY RESIDENTIAL
URBAN DESIGN PLAN:	N/A
PARKS AND TRAILS:	EXISTING WHITE LAZY DAISY TRAIL EXISTING MULTI USE – GENERAL ALONG DIXON LN. AND ENDS AT NW PROPERTY CORNER PROPOSED – TRAIL EXTENSION ALONG WHYBURN DRIVE FOR FUTURE CONNECTION TO THE SOUTH
OPEN SPACE PLAN:	DEDICATED 3.762 AC OPEN SPACE (BUFFER & PONDING) 'G' DEDICATED 2.596 AC OPEN SPACE (BUFFER & DRAINAGE) 'H'
THOROUGHFARE PLAN:	WAKETON RD: URBAN COLLECTOR (60' R.O.W.) DIXON LN: URBAN MINOR ARTERIAL (90' R.O.W.)
WATER PLAN:	EAST (LOW) PRESSURE PLANE 16" WATER LINE ALONG WAKETON RD. 12" WATER LINE ALONG LONG PRAIRIE RD. AND 30" WATER LINE ALONG DIXON LN.
WASTEWATER PLAN:	WASTEWATER SERVICE DISTRICT NO.1 UPPER TIMBER BRANCH 12" TRUNK LINE ALONG WAKETON RD.
ECONOMIC IMPACT:	N/A
ZONED:	AGRICULTURE
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
EXISTING LAND USE:	CURRENTLY VACANT, MASTER PLANNED FOR OFFICE, RETAIL
PROPOSED LAND USE:	HIGH, MEDIUM, AND LOW DENSITY RESIDENTIAL

OWNER
CLAIRE STARRY
126 SELBY LANE
ATHERTON, CA 94027

SURVEYOR
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100
EULESS, TX 76039
817.685.8448
ATTN: ERIC S. SPOONER

CIVIL ENGINEER
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: BRIAN DENCH

LANDSCAPE ARCHITECT
LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
ATTN: HETH KENDRICK

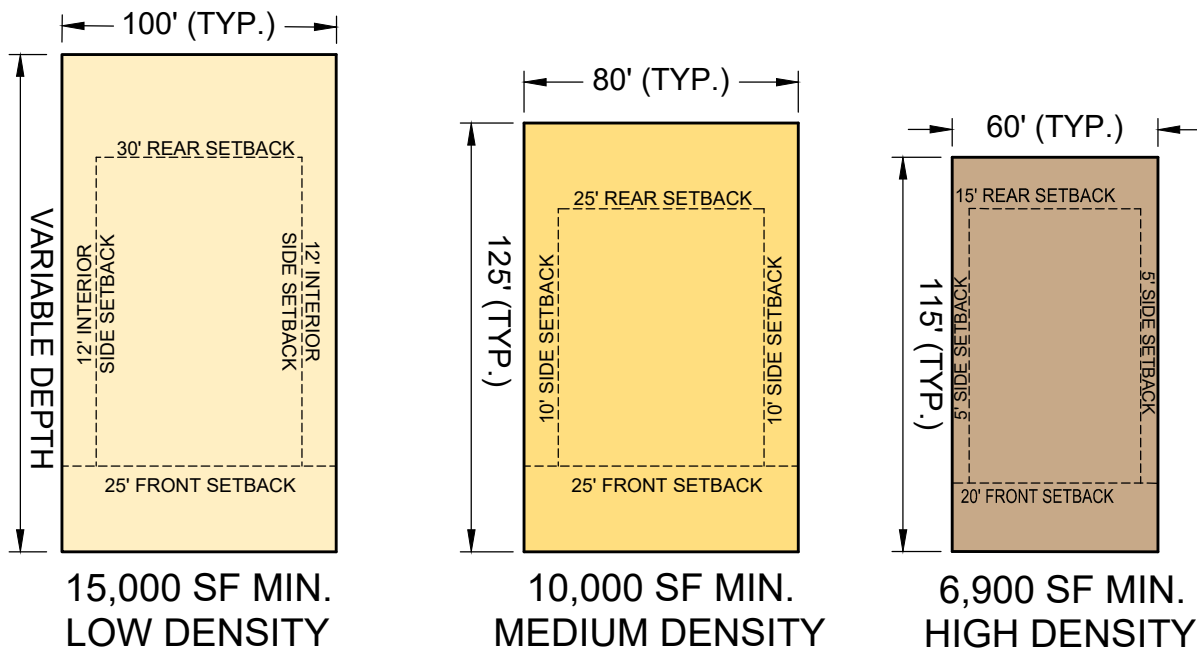
ZONING DATA TABLE			
ZONING DISTRICTS			
DEVELOPMENT STANDARDS	SF-10	SF-5	SF-15
MIN. LOT SIZE	10,000 SF	6,900 SF	15,000 SF
MIN. LOT WIDTH	70 FT	50 FT	80 FT
MIN. FLOOR AREA PER UNIT	1,800 FT ²	1,500 FT ²	1,800 FT ²
MIN. FRONT YARD	25 FT	20 FT	25 FT
MIN. SIDE YARD	10 FT	5 FT	12 FT
MIN. REAR YARD	25 FT	15 FT	30 FT
MAX. LOT COVERAGE	40%	55%	35%
MAX. HEIGHT (STORIES/FT)	2/35	2/35	2/35

TRACT	AREA (ACRES.)	BASE ZONING	PROPOSED ZONING	PROPOSED FLOOR AREA RATIO
1	39.136	AG	PD	1:1

LOW DENSITY ZONING			MEDIUM DENSITY ZONING			MEDIUM DENSITY ZONING			MEDIUM DENSITY ZONING			MEDIUM DENSITY ZONING			HIGH DENSITY ZONING		
LOT	BLOCK	SQ. FT.	LOT	BLOCK	SQ. FT.	LOT	BLOCK	SQ. FT.	LOT	BLOCK	SQ. FT.	LOT	BLOCK	SQ. FT.	LOT	BLOCK	SQ. FT.
1	A	31,721	1	B	14,111	18	B	10,001	35	B	12,773	9	C	10,628	9	C	10,628
2	A	20,394	2	B	11,245	19	B	10,000	36	B	12,302	10	C	7,575	10	C	7,575
3	A	15,754	3	B	10,001	20	B	10,000	1	C	11,275	11	C	6,920	11	C	6,920
4	A	15,001	4	B	10,001	21	B	10,000	2	C	10,001	12	C	6,951	12	C	6,951
5	A	15,000	5	B	11,798	22	B	11,798	3	C	10,001	13	C	8,917	13	C	8,917
6	A	15,000	6	B	11,389	23	B	9,974	4	C	10,001	14	C	6,902	14	C	6,902
7	A	15,344	7	B	11,010	24	B	11,468	5	C	11,473	15	C	6,901	15	C	6,901
8	A	17,628	8	B	12,297	25	B	11,234	6	C	9,988	16	C	8,189	16	C	8,189
9	A	18,790	9	B	10,360	26	B	9,761	7	C	10,790	17	C	10,482	17	C	10,482
10	A	16,633	10	B	13,385	27	B	11,130	8	C	11,659	18	C	10,482	18	C	10,482
11	A	15,059	11	B	10,001	28	B	10,248	1	D	11,838	8	D	9,261	8	D	9,261
12	A	15,001	12	B	10,000	29	B	10,000	2	D	10,380	9	D	6,900	9	D	6,900
13	A	15,001	13	B	10,000	30	B	10,000	3	D	10,252	10	D	6,900	10	D	6,900
14	A	15,001	14	B	10,000	31	B	12,457	4	D	10,000	11	D	6,900	11	D	6,900
15	A	15,001	15	B	10,000	32	B	14,932	5	D	10,001	12	D	6,900	12	D	6,900
16	A	16,150	16	B	12,790	33	B	19,452	6	D	10,000	13	D	7,292	13	D	7,292
17	A	16,996	17	B	13,940	34	B	11,957	7	D	12,649	14	D	8,976	14	D	8,976

RESIDENTIAL ZONING	LOTS	SQ. FT.
LOW	17	289,474
MEDIUM	57	578,854
HIGH	21	166,370
TOTAL	95	1,034,698

OPEN SPACE	SQ. FT.
G	163,863
H	113,085
TOTAL	276,948

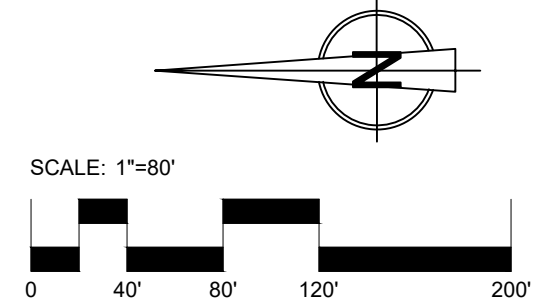


TYPICAL LOT DETAILS
N.T.S.

CONCEPTUAL PLAN EXHIBIT
WHYBURN
95 SINGLE FAMILY LOTS; 2 COMMON AREA LOTS;

BEING 1,704,755 SQ. FT. OR 39.136 ACRES OUT OF THE 70.0823 ACRES OF LOT 1, BLOCK B, WHYBURN ADDITION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



CIVIL ENGINEER

LANDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP

SEAL

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

LANDDESIGN PROJ.# 8521130

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
5	5TH SUBMITTAL	07.27.2022
6	6TH SUBMITTAL	08.24.2022
7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022
10	SETBACK ADJUSTMENT	11.29.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=80'

SHEET TITLE

CONCEPTUAL LANDSCAPE
PLAN

SHEET NUMBER

RZ1.1

LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND, TEXAS

STREET BUFFER WIDTH

STREET NAME	REQUIRED	PROVIDED
DIXON LANE	15 FT BUFFER	15 FT BUFFER
WHYBURN DRIVE	15 FT BUFFER	15 FT BUFFER

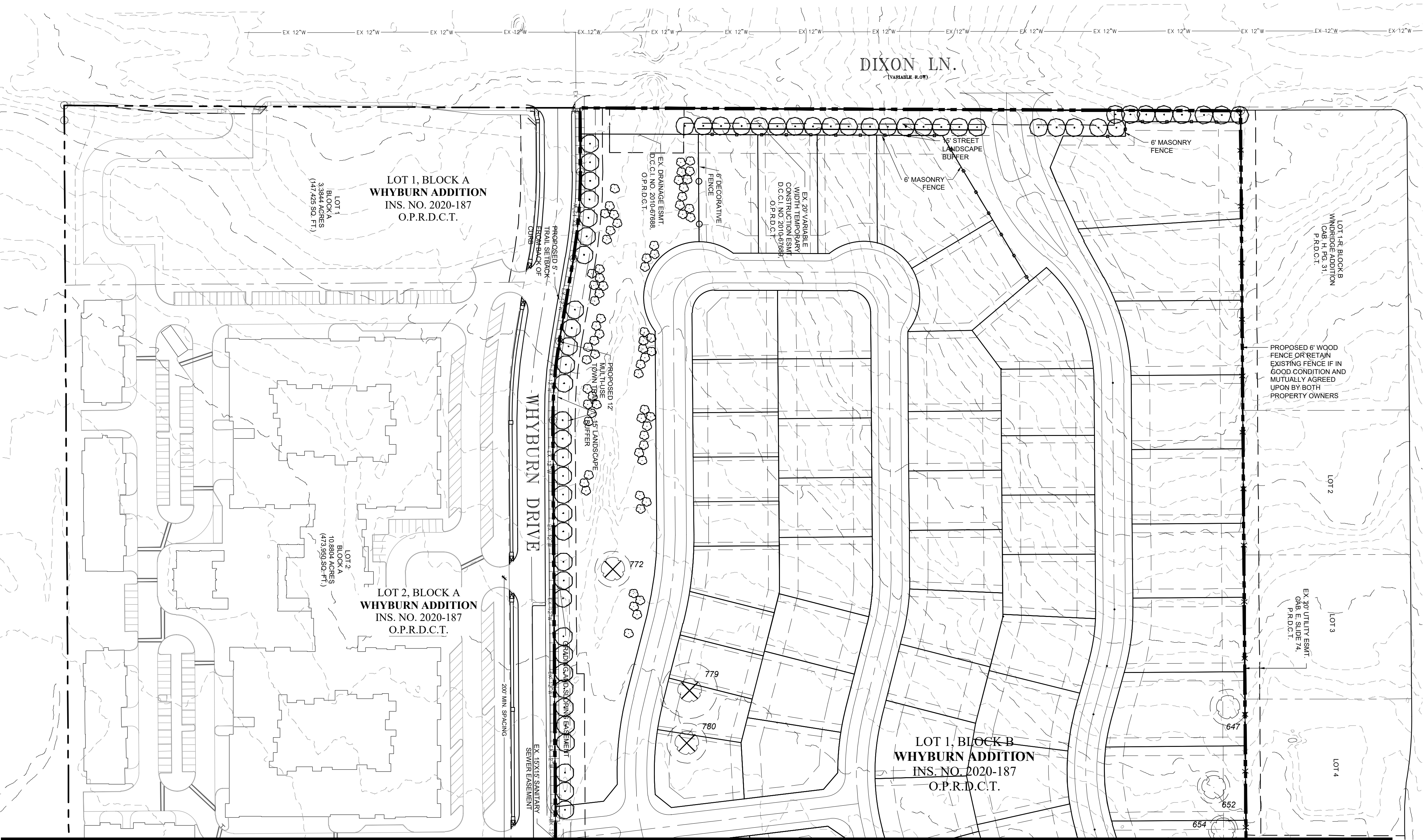
STREET BUFFER TREES

STREET FRONTAGE	STANDARD	REQUIRED	PROVIDED
DIXON LANE - 895 LF	1 / 30 LF	30 TREES (3" CAL.)	30 TREES (3" CAL.)
WHYBURN DRIVE - 1,240 LF	1 / 30 LF	42 TREES (3" CAL.)	42 TREES (3" CAL.)

EXISTING TREES WITHIN STREET BUFFER TO HELP FULFILL STREET BUFFER TREE REQUIREMENTS

STREET BUFFER MITIGATION TREE CREDITS

STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 PRESERVED PROTECTED/SPECIMEN TREE = 1 TREE CREDIT	DIXON LANE	N/A	N/A
	WHYBURN DRIVE	N/A	N/A



REFER TO SHEET RZ1.2

PLANTING NOTES:

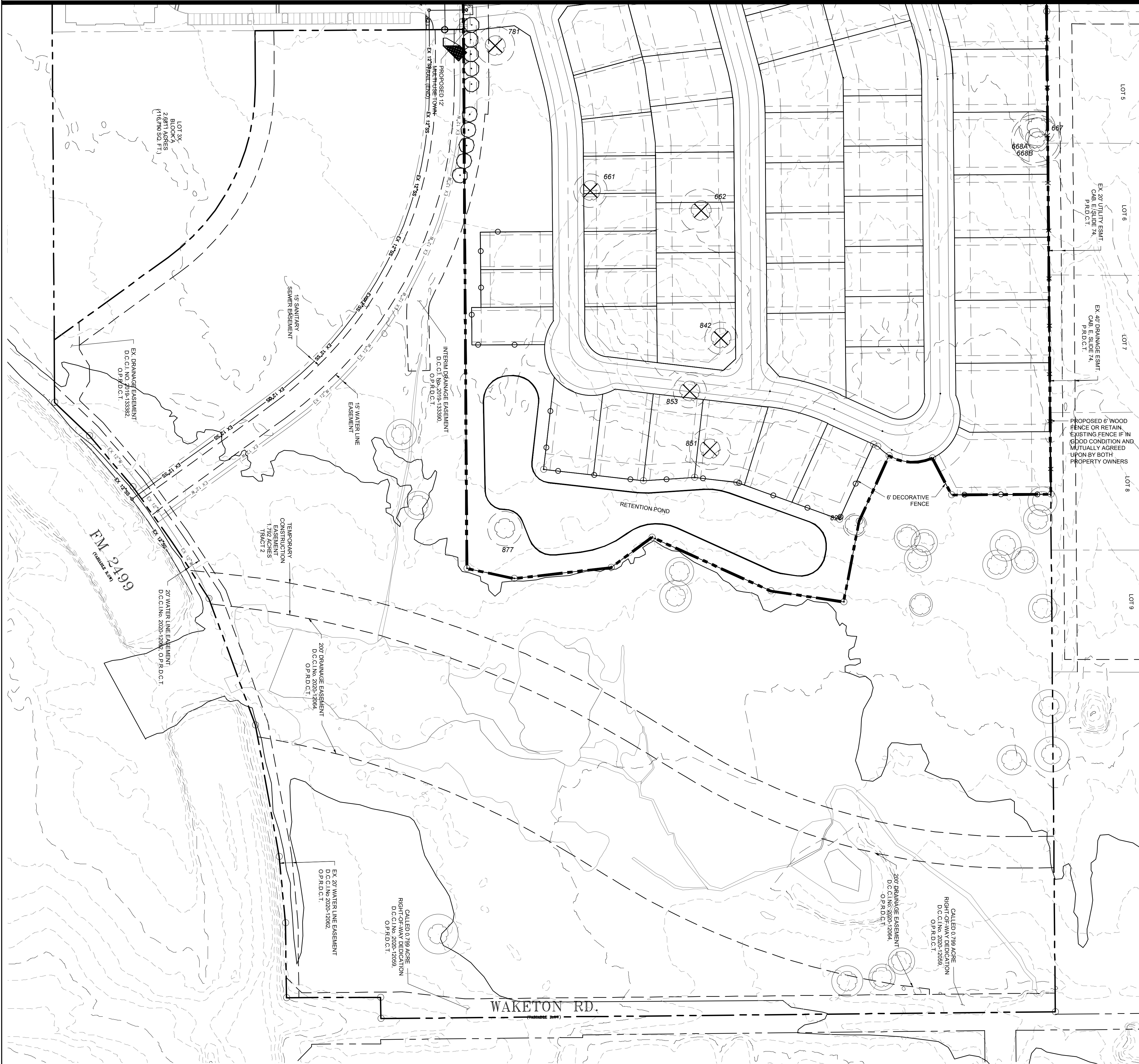
- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES FOR THE TOWN OF FLOWER MOUND.
- REFER TO RZ3.0-RZ3.4 FOR ADDITIONAL NOTES AND INFORMATION PERTAINING TO TREE SURVEY AND MITIGATION.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN.
- THE PROPERTY OWNER AND/OR LESSEE SHALL MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPE AREAS IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL AND REPLACEMENT OF DEAD OR DISEASED TREES AND SHRUBS. MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS IN ORDER TO MAINTAIN PLANT VIGOR AND STABILITY AND TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.
- FINAL TREE SPECIES AND LOCATIONS TO BE DETERMINED DURING FINAL PLAN.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.



TEXAS 811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.

REFER TO SHEET RZ1.1



LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND, TEXAS			
STREET BUFFER WIDTH			
STREET NAME	REQUIRED	PROVIDED	
DIXON LANE	15 FT BUFFER	15 FT BUFFER	
WHYBURN DRIVE	15 FT BUFFER	15 FT BUFFER	
STREET BUFFER TREES			
STREET FRONTAGE	STANDARD	REQUIRED	PROVIDED
DIXON LANE - 895 LF	1 / 30 LF	30 TREES (3" CAL.)	30 TREES (3" CAL.)
WHYBURN DRIVE - 1,240 LF	1 / 30 LF	42 TREES (3" CAL.)	42 TREES (3" CAL.)
EXISTING TREES WITHIN STREET BUFFER TO HELP FULFILL STREET BUFFER TREE REQUIREMENTS			
STREET BUFFER MITIGATION TREE CREDITS			
STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 PRESERVED PROTECTED/SPECIMEN TREE = 1 TREE CREDIT	DIXON LANE	N/A	N/A
	WHYBURN DRIVE	N/A	N/A

PLANTING NOTES:

- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES FOR THE TOWN OF FLOWER MOUND.
- REFER TO RZ3.0-RZ3.4 FOR ADDITIONAL NOTES AND INFORMATION PERTAINING TO TREE SURVEY AND MITIGATION.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN.
- THE PROPERTY OWNER AND/OR LESSEE SHALL MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPE AREAS IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL AND REPLACEMENT OF DEAD OR DISEASED TREES AND SHRUBS. MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS IN ORDER TO MAINTAIN PLANT VIGOR AND STABILITY AND TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.
- FINAL TREE SPECIES AND LOCATIONS TO BE DETERMINED DURING FINAL PLAT.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.

CIVIL ENGINEER

LANDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP

SEAL

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

LANDDESIGN PROJ.# 8521130

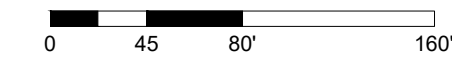
REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
5	5TH SUBMITTAL	07.27.2022
6	6TH SUBMITTAL	08.24.2022
7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022
10	SETBACK ADJUSTMENT	11.29.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=80'



SHEET TITLE

CONCEPTUAL LANDSCAPE
PLAN

SHEET NUMBER

RZ1.2

KEY MAP

SEAL

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

LANDDESIGN PROJ.# 8521130

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
5	5TH SUBMITTAL	07.27.2022
6	6TH SUBMITTAL	08.24.2022
7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022
10	SETBACK ADJUSTMENT	11.29.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE NORTH

VERT: ----
HORZ: NTS

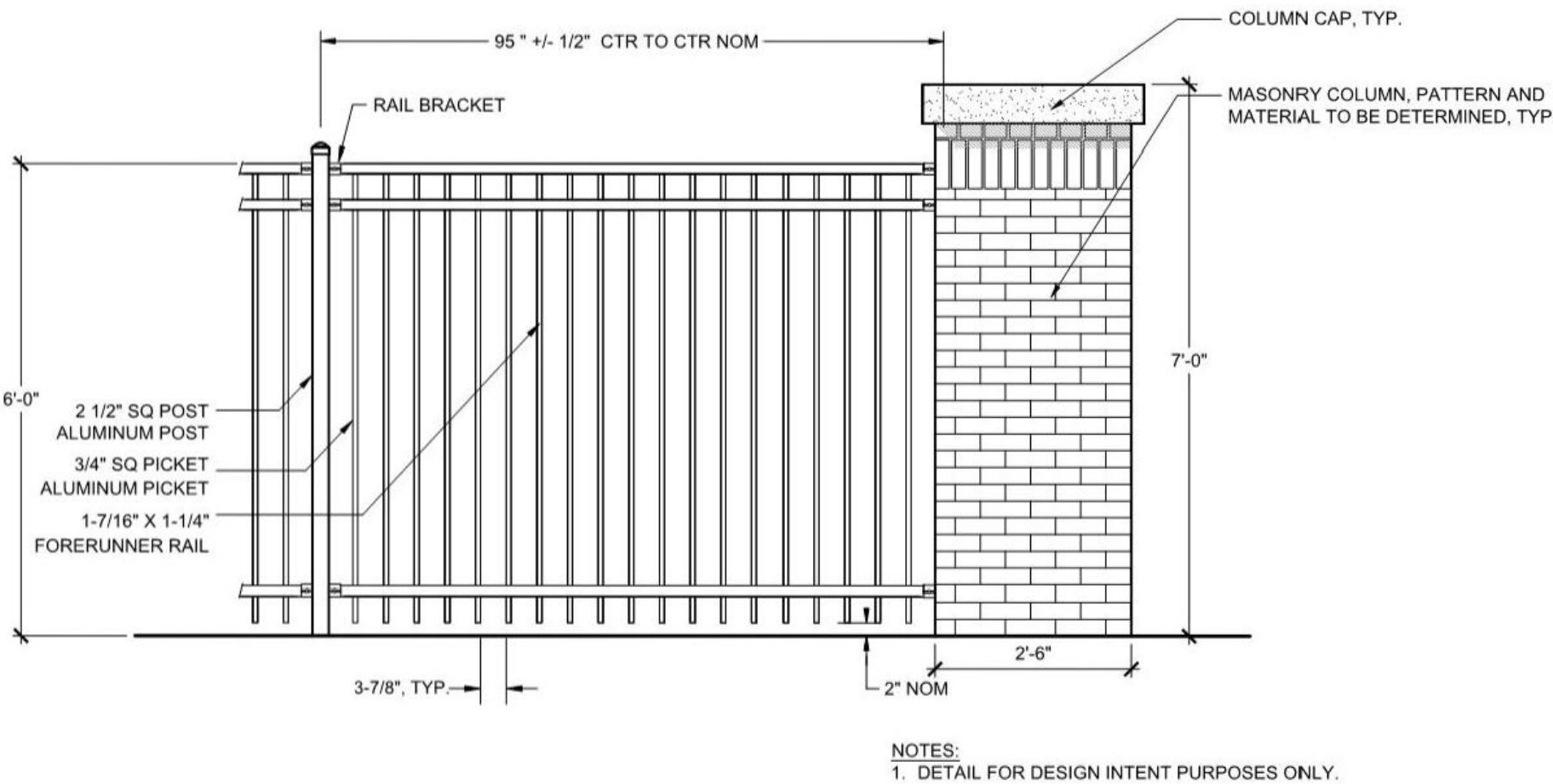
(NOT TO SCALE)

SHEET TITLE

SITE DETAILS

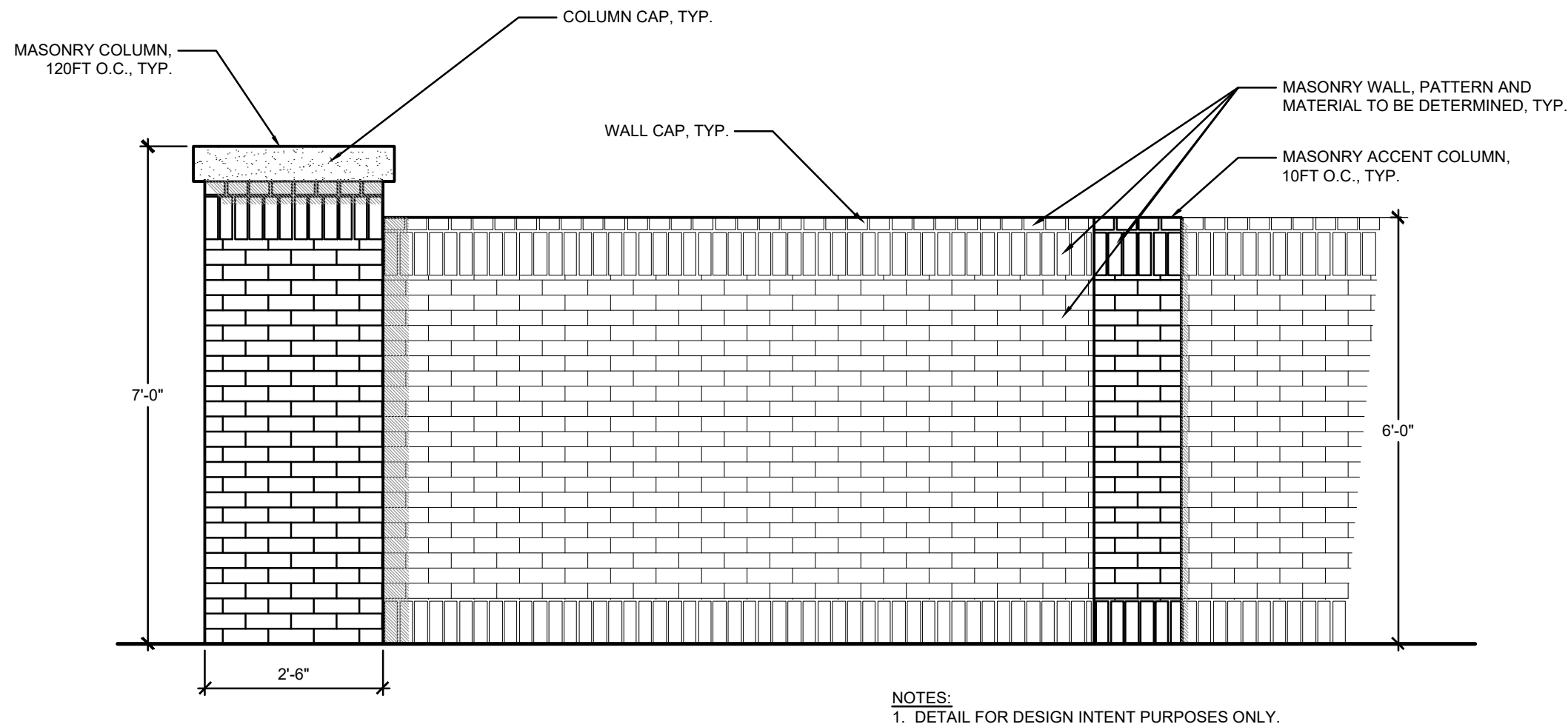
SHEET NUMBER

RZ2.0



1 DECORATIVE FENCE
RZ2.0 ELEVATION

NTS



2 SCREENWALL AND COLUMN
RZ2.0 ELEVATION

NOT TO SCALE



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: December 5, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP22-0006) for nine (9) specimen trees on property proposed for development as Whyburn Farms. The property is generally located south of Dixon Lane, north of Waketon Road, and east of Long Prairie Road. (The Environmental Conservation Commission recommended denial for specimen trees #s 652, 654, 667, 668A and 668B and approval of specimen trees #s 661, 662, 772, 779, 780, 781, 842, 851 and 853 by a vote of 4-2-0 at its October 4, 2022, meeting). (On November 21, 2022, Town Council moved to table this item to its December 5, 2022, meeting by a vote of 4 to 0.)**

BACKGROUND INFORMATION: The Whyburn Farms development consists of approximately 39.136 acres and is generally located south of Dixon Lane, north of Waketon Road and east of Long Prairie Road. The proposed site for new residential development is currently zoned for Agricultural (A) uses and master planned for Office. The applicant is proposing to rezone the 39.136 acres to Planned Development District No. 189 (PD-189) with a mixture of Single-Family District-15 (SF-15), Single Family District-10 (SF-10) and Single-Family District-5 (SF-5) residential uses and amend the land use plan to Low, Medium, and High Density Residential. According to the tree survey for the project, the site contains seventeen (17) specimen trees. The applicant previously went before ECC to request the removal of fourteen (14) specimen trees on the site. Based on the recommendation from ECC, the applicant revised their tree survey to match the ECC recommendation and are now only proposing to remove nine (9) specimen trees. The specimen trees proposed for removal are in good condition and are within the proposed buildable area.

The following is a list of the nine (9) specimen trees now being requested for removal: Tree #661 – 25” pecan; Tree #662 – 38” pecan; Tree #772 – 36” pecan; Tree #779 – 36” pecan; Tree #780 – 36” pecan, Tree #781, - 38” pecan, Tree #842 – 28” post oak, Tree #851 – 29” post oak; and Tree #853 – 30” post oak.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 592” of replacement trees, equaling 198 three-inch caliper trees, will be required for the nine (9) specimen trees being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee. Tree credits are also available through the preservation of specimen and protected trees. Final mitigation totals will be determined with the record plat application.

BOARD REVIEW/CITIZEN FEEDBACK: The application for the removal of fourteen (14) specimen trees was considered by the Environmental Conservation Commission (ECC) at its October 4, 2022, meeting. The ECC recommended denial for specimen trees #s 652, 654, 667, 668A and 668B and approval of specimen trees #s 661, 662, 772, 779, 780, 781, 842, 851 and 853. The ECC meeting can be viewed at:

<https://flowermoundtx.swagit.com/play/10052022-638>

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Photographs of specimen trees
4. Tree Survey

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



October 5, 2022

Re: Tree Removal Permit
 Whyburn Farms TRP22-0006, ZPD21-0015, and MPA21-0008
 LandDesign PN #8521130
 Flower Mound, TX

This letter serves to inform you that the Specimen trees that are proposed for removal are being removed for the following reason. The Specimen tree falls within the buildable area and it appears that the tree will not be able to be preserved due to grading within the tree canopy in order to construct the home lots, the proposed streets, the utility infrastructure layout, or grading required for drainage. The requested Specimen trees to be removed include:

TAG #	DBH	COMMON NAME	LOCATION/REASON FOR REMOVAL
661	25"	Pecan	Buildable Area (Roadway)
662	38"	Pecan	Buildable Area (Lot)
772	36"	Pecan	Buildable Area (Drainage)
779	36"	Pecan	Buildable Area (Lot)
780	36"	Pecan	Buildable Area (Lot)
781	38"	Pecan	Buildable Area (Drainage and Roadway)
842	28"	Post Oak	Buildable Area (Lot)
851	29"	Post Oak	Buildable Area (Lot)
853	30"	Post Oak	Buildable Area (Roadway)

Sincerely,

Heth Kendrick, PLA
 Partner



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Heth Kendrick

Address:

LandDesign

5301 Alpha Rd Suite 24

Dallas, TX 75240

Phone:

(214) 785-6009

Applicant's Legal Interest in the Property:

LandDesign is providing landscape architecture and civil engineering services to the owner.

2. Property Owner(s)

Name(s): Kenneth G Whyburn

Address: 126 Selby Lane
Atherton, CA 94027

Property ID: 966111

WHYBURN, KENNETH G TR
126 SELBY LN
ATHERTON, CA 94027-3960

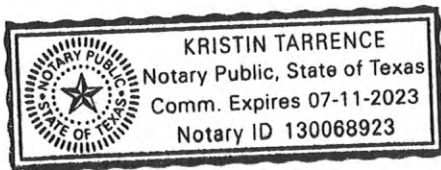
3. Location and Legal Description of Property:

The property is located at the northeast corner of the intersection of Waketon Rd and FM4299. See attached for the Zoning Legal Description of the property.

Page 2 of 3.

4. Owner's Authorization of Representation

I, Kenneth G Whyburn, the owner of the above described real property, do hereby authorize Heth Kendrick to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



[Signature]
Signature of Owner

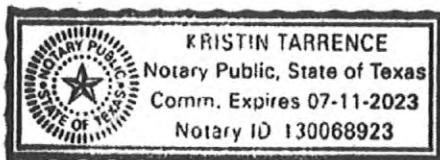
Given Under My Hand and Seal of Office
This the 1st Day of March, 2022
[Signature]
Notary Public
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Heth Kendrick, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 2948
State of Licensure TX
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 28th Day of February, 2022
[Signature]
Notary Public
In and For Dallas County, Texas

6. Received by Town of Flower Mound on (Date) 3/01/2022 by
(initials) JRH.

Whyburn Farms -
Specimen trees proposed for removal

Tree #661 – 25" pecan



Tree #662 – 38" pecan



Tree #772 – 36" pecan



Tree #779 – 36" pecan



Tree #780 – 36" pecan



Tree #781 – 38" pecan



Tree #842 – 28" post oak



Tree #851 – 29" post oak



Tree #853 – 30" post oak



CIVIL ENGINEER

LANDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP



Oct 21 2022

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

LANDDESIGN PROJ.# 8521130

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
5	5TH SUBMITTAL	07.27.2022
6	6TH SUBMITTAL	08.24.2022
7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

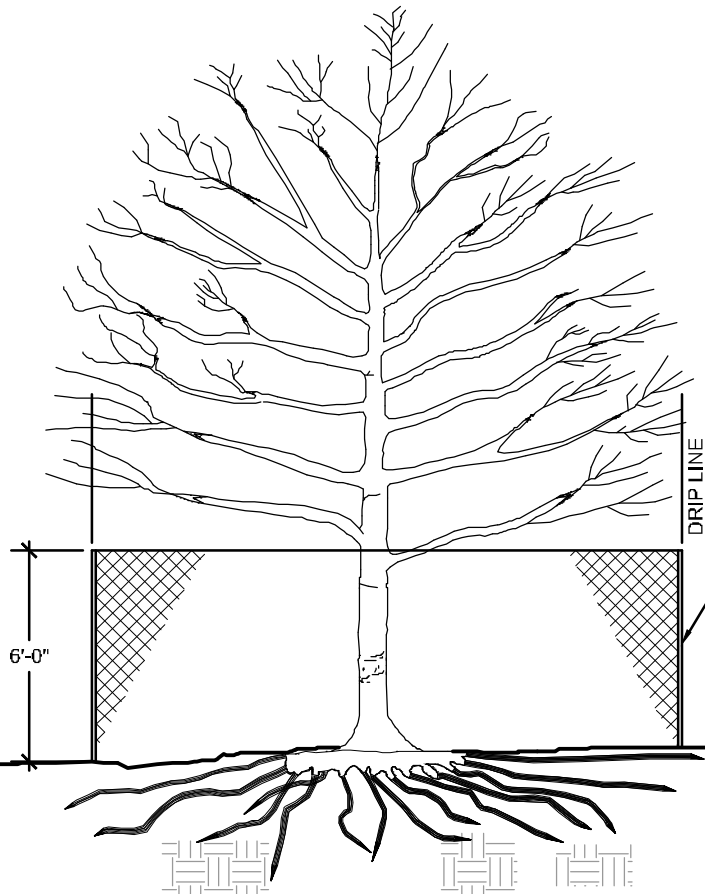
VERT: ----
HORZ: 1"=80'
0 45 80 160'

SHEET TITLE

TREE SURVEY

SHEET NUMBER

RZ3.1



6FT HIGH CHAIN LINK FENCE
NO GRADING, PARKING OR MANEUVERING OF VEHICLES,
STORAGE OF MATERIALS, AND/OR ANY OTHER
CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY
SHALL TAKE PLACE WITHIN THE TREE PROTECTION
FENCING OF A SPECIMEN/HISTORIC TREE.

NOTES:

1. REFER TO THE TREE SURVEY FOR SPECIMEN/HISTORIC TREE LOCATIONS TO BE PRESERVED.
2. REFER TO TOWN OF FLOWER MOUND ORDINANCE, ARTICLE V - TREE PROTECTION FOR GENERAL SPECIFICATIONS REGARDING TREE PROTECTION MEASURES.
3. REMOVE ALL TREE PROTECTION FENCING UPON COMPLETION OF PROJECT OR AS DIRECTED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE FROM THE TOWN OF FLOWER MOUND.

SPECIMEN TREE PROTECTION

SECTION

NTS

TREE PROTECTION NOTES:

THE DEVELOPER AND CONTRACTOR SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES PER TOWN OF FLOWER MOUND ORDINANCE.

1. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF THE SPECIMEN TREE.

2. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS, DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, ON OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY. WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE, THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.

3. DURING CONSTRUCTION, THE DEVELOPER OR PROPERTY OWNER SHALL PROHIBIT THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.

4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO THE SPECIMEN TREE.

5. WITH MAJOR GRADE CHANGES OF SIX INCHES OR GREATER, A RETAINING WALL OR TREE WELL OF ROCK, BRICK, LANDSCAPE TIMBERS OR OTHER APPROVED MATERIALS SHALL BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN THE DRIP LINE OF THE TREE. THE TOP OF THE RETAINING WALL OR TREE WELL SHALL BE CONSTRUCTED AT THE NEW GRADE.

6. UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.

7. ANY TREES REMOVED DURING LAND DEVELOPMENT, CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITIES SHALL BE CHIPPED OR HAULED OFFSITE. BURNING OF REMOVED TREES IS PROHIBITED UNLESS PRIOR APPROVAL IS GIVEN BY THE TOWN'S FIRE MARSHAL.

8. THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE MAY REQUIRE ADDITIONAL PROTECTION MEASURES OR BEST MANAGEMENT PRACTICES AS NEEDED ON A CASE BY CASE BASIS TO ADEQUATELY PROTECT SPECIMEN TREES.

9. TREES TO BE REMOVED NEAR SPECIMEN TREES MUST BE REMOVED WITH A CHAINSAW, SO AS TO CAUSE MINIMAL ROOT DISTURBANCE TO THE SPECIMEN TREES TO BE PRESERVED.

GENERAL NOTES:

1. SPECIMEN TREE SURVEY INFORMATION AND ON-SITE DOCUMENTATION PROVIDED BY LANDESIGN.
2. SHEETS RZ3.0-RZ3.4 PRODUCED BY LANDESIGN ARE FOR CONVEYING TREE ORDINANCE REQUIREMENTS ONLY, BASED ON THE SPECIMEN TREE SURVEY INFORMATION.
3. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON FINAL SITE PLAN AND GRADING PLANS.
4. ADDITIONAL PROTECTED TREES TO BE PRESERVED ON SITE AS FINAL GRADING ALLOWS AND FINALIZED DURING THE DEVELOPMENT/PERMITTING PROCESS.
5. REFER TO SHEET RZ3.3 FOR ADDITIONAL SPECIMEN/PROTECTED TREE MITIGATION INFORMATION.

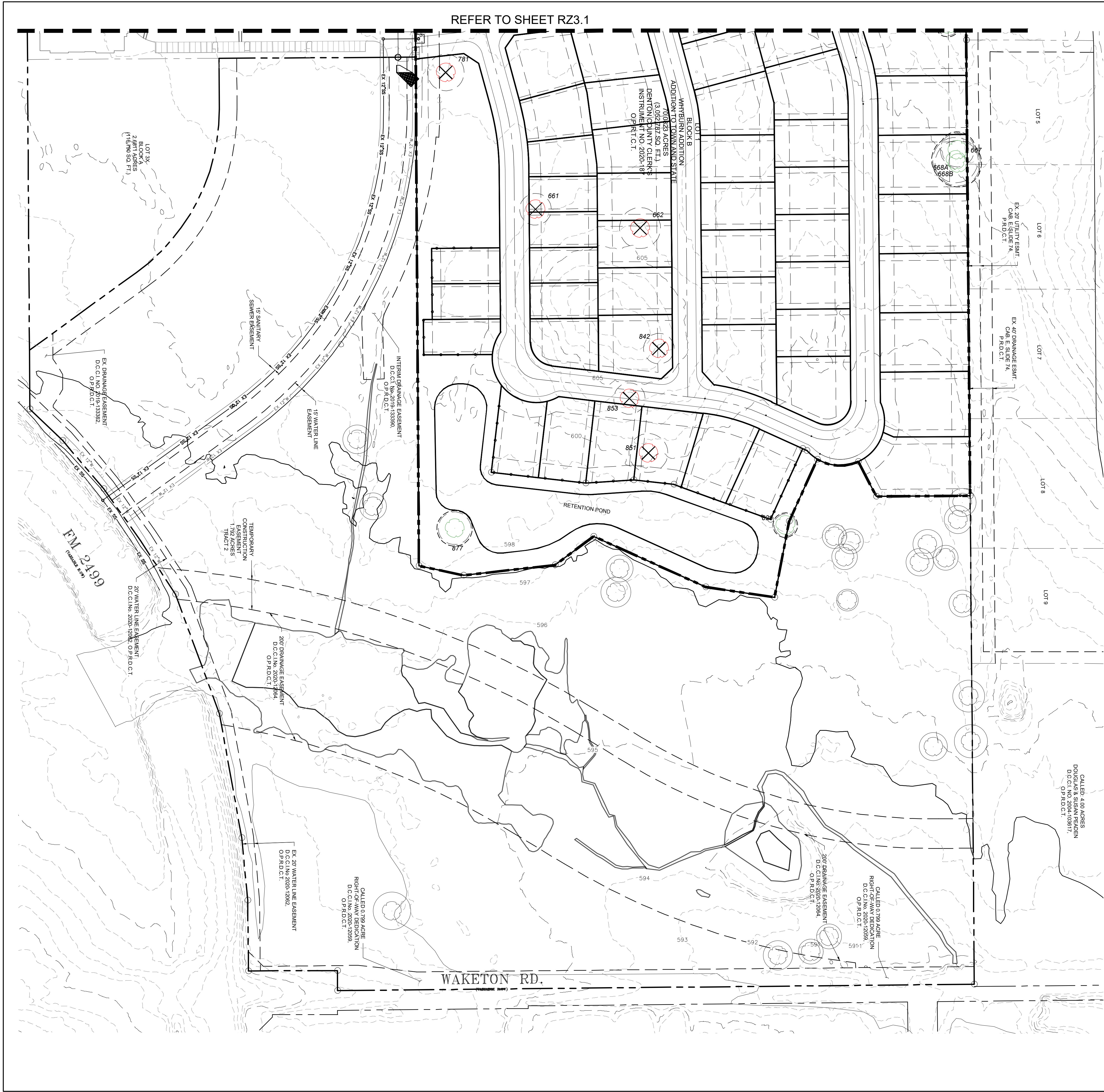
LEGEND

- 780 SPECIMEN TREE TAG
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE NOT IN SCOPE
- SPECIMEN TREE PROTECTION FENCING



THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. PLAN WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON SITE PLAN AND GRADING PLAN APPROVAL.

REFER TO SHEET RZ3.2



- LEGEND**
- 780 SPECIMEN TREE TAG
 - SPECIMEN TREE TO REMAIN
 - SPECIMEN TREE TO BE REMOVED
 - SPECIMEN TREE NOT IN SCOPE
 - SPECIMEN TREE PROTECTION FENCING

TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. PLAN WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON SITE PLAN AND GRADING PLAN APPROVAL.

LandDesign.

5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
WWW.LANDDESIGN.COM

CIVIL ENGINEER

LANDDESIGN
5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240

KEY MAP

Oct 21 2022 DocuSign

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E
CARROLLTON, TX 75007

LANDDESIGN PROJ.# 8521130

REVISION / ISSUANCE		
NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
5	5TH SUBMITTAL	07.27.2022
6	6TH SUBMITTAL	08.24.2022
7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE

VERT: ----
HORZ: 1"=80'

0 45 80 160'

SHEET TITLE

TREE SURVEY

SHEET NUMBER

RZ3.2

KEY MAP



Oct 21 2022 DocuSign

PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E

CARROLLTON, TX 75007

LANDESIGN PROJ.# 8521130

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
5	5TH SUBMITTAL	07.27.2022
6	6TH SUBMITTAL	08.24.2022
7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022

DESIGNED BY: LD
DRAWN BY: LD
CHECKED BY: LD

SCALE NORTH

VERT: ----
HORZ:

SHEET TITLE

TREE SURVEY TABLE

SHEET NUMBER

RZ3.3

SPECIMEN TREE COMPLIANCE - TOWN OF FLOWER MOUND								
TAG #	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	STEM	LOCATION	STATUS	REMARKS
647	26	PECAN	CARYA SPECIES	FAIR	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
652	26	PECAN	CARYA SPECIES	HEALTHY	MULTI-TRUNK	BUILDABLE AREA	REMAIN	SPECIMEN
654	36	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
661	25	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
662	38	PECAN	CARYA SPECIES	FAIR	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
667	28	POST OAK	QUERCUS STELLATA	HEALTHY	MULTI-TRUNK	BUILDABLE AREA	REMAIN	SPECIMEN
668A	28	POST OAK	QUERCUS STELLATA	HEALTHY	MULTI-TRUNK	BUILDABLE AREA	REMAIN	SPECIMEN
668B	22	POST OAK	QUERCUS STELLATA	HEALTHY	MULTI-TRUNK	BUILDABLE AREA	REMAIN	SPECIMEN
772	36	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
779	36	PECAN	CARYA SPECIES	FAIR	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
780	36	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
781	38	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
826	32	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN
842	28	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
851	29	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
853	30	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	REMOVE	SPECIMEN
877	36	PECAN	CARYA SPECIES	HEALTHY	SINGLE	BUILDABLE AREA	REMAIN	SPECIMEN

TREE SURVEY MITIGATION TABULATIONS*:

TOTAL EXISTING SPECIMEN TREES: 17 TREES
TOTAL EXISTING SPECIMEN TREES TO REMAIN IN "HEALTHY OR FAIR" CONDITION: 8
TOTAL EXISTING SPECIMEN TREES TO BE REMOVED IN "HEALTHY OR FAIR" CONDITION: 9

TOTAL SPECIMEN TREES TO REMAIN PRESERVATION CREDITS: 46 TREE CREDITS
28" PECAN / 5 TREE CREDITS
28" PECAN / 5 TREE CREDITS
36" PECAN / 6 TREE CREDITS
28" POST OAK / 6 TREE CREDITS
28" POST OAK / 6 TREE CREDITS
22" POST OAK / 6 TREE CREDITS
32" PECAN / 6 TREE CREDITS
36" PECAN / 6 TREE CREDITS

TREE MITIGATION
TOTAL EXISTING CAL. INCH SPECIMEN TREES TO BE REMOVED: 296" CAL. INCHES X 2 = 592" / 3 = 198 TREES

TREE MITIGATION: 198 TREES - 46 TREE CREDITS = 152 TREES
CASH-IN-LIEU FEE: 152 TREES X \$600/TREE = \$91,200

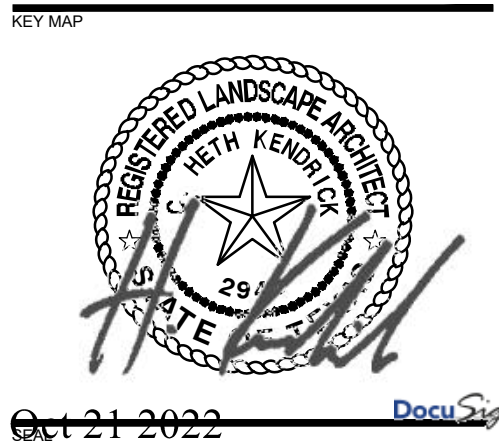
TOTAL EXISTING CAL. INCH SPECIMEN TREES TO REMAIN : 234" CAL. INCHES

*NOTE: TREES IN EXISTING DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT NOT CONSIDERED IN TABULATIONS.
TREES OUTSIDE OF PLAT NOT CONSIDERED IN TABULATIONS.



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.



PROJECT

WHYBURN

2650 WHYBURN DRIVE
FLOWER MOUND, TX 75028

DAVID WEEKLEY HOMES

3301 N. INTERSTATE 35E
CARROLLTON, TX 75007

LANDDESIGN PROJ# 8521130		
REVISION / ISSUANCE		
NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	09.01.2021
2	2ND SUBMITTAL	11.15.2021
3	3RD SUBMITTAL	03.01.2022
4	4TH SUBMITTAL	06.01.2022
5	5TH SUBMITTAL	07.27.2022
6	6TH SUBMITTAL	08.24.2022
7	7TH SUBMITTAL	09.19.2022
8	ECC TREE REVISIONS	10.05.2022
9	PLANNING AND ZONING REVISIONS	10.21.2022
DESIGNED BY: LD		
DRAWN BY: LD		
CHECKED BY: LD		
SCALE		
VERT: ----		
HORZ: 1"=150'		
SHEET TITLE		
TREE SURVEY AERIAL OVERLAY		
SHEET NUMBER		

RZ3.4

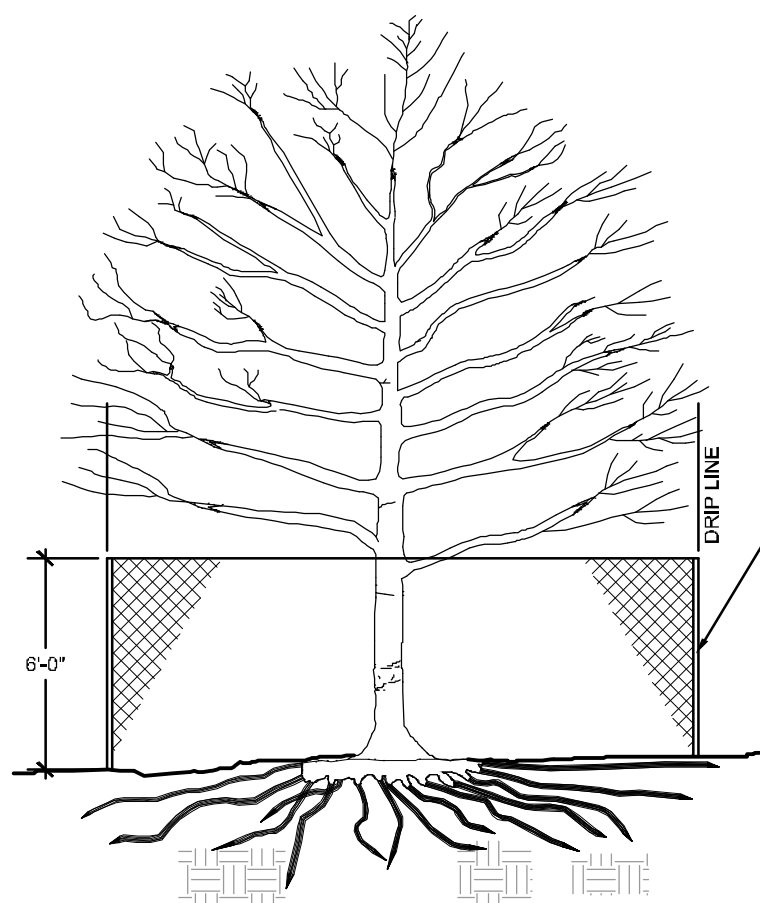
TREE PROTECTION NOTES:

THE DEVELOPER AND CONTRACTOR SHALL ADHERE TO THE FOLLOW TREE PROTECTION MEASURES PER TOWN OF FLOWER MOUND ORDINANCE.

1. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF THE SPECIMEN TREE.
2. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS, DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, ON OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY, WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE. THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.
3. DURING CONSTRUCTION, THE DEVELOPER OR PROPERTY OWNER SHALL PROHIBIT THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.
4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO THE SPECIMEN TREE.
5. WITH MAJOR GRADE CHANGES OF SIX INCHES OR GREATER, A RETAINING WALL OR TREE WELL OF ROCK, BRICK, LANDSCAPE TIMBERS OR OTHER APPROVED MATERIALS SHALL BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN THE DRIP LINE OF THE TREE. THE TOP OF THE RETAINING WALL OR TREE WELL SHALL BE CONSTRUCTED AT THE NEW GRADE.
6. UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.
7. ANY TREES REMOVED DURING LAND DEVELOPMENT, CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITIES SHALL BE CHIPPED OR HAULED OFFSITE. BURNING OF REMOVED TREES IS PROHIBITED UNLESS PRIOR APPROVAL IS GIVEN BY THE TOWN'S FIRE MARSHAL.
8. THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE MAY REQUIRE ADDITIONAL PROTECTION MEASURES OR BEST MANAGEMENT PRACTICES AS NEEDED ON A CASE BY CASE BASIS TO ADEQUATELY PROTECT SPECIMEN TREES.
9. TREES TO BE REMOVED NEAR SPECIMEN TREES MUST BE REMOVED WITH A CHAINSAW, SO AS TO CAUSE MINIMAL ROOT DISTURBANCE TO THE SPECIMEN TREES TO BE PRESERVED.

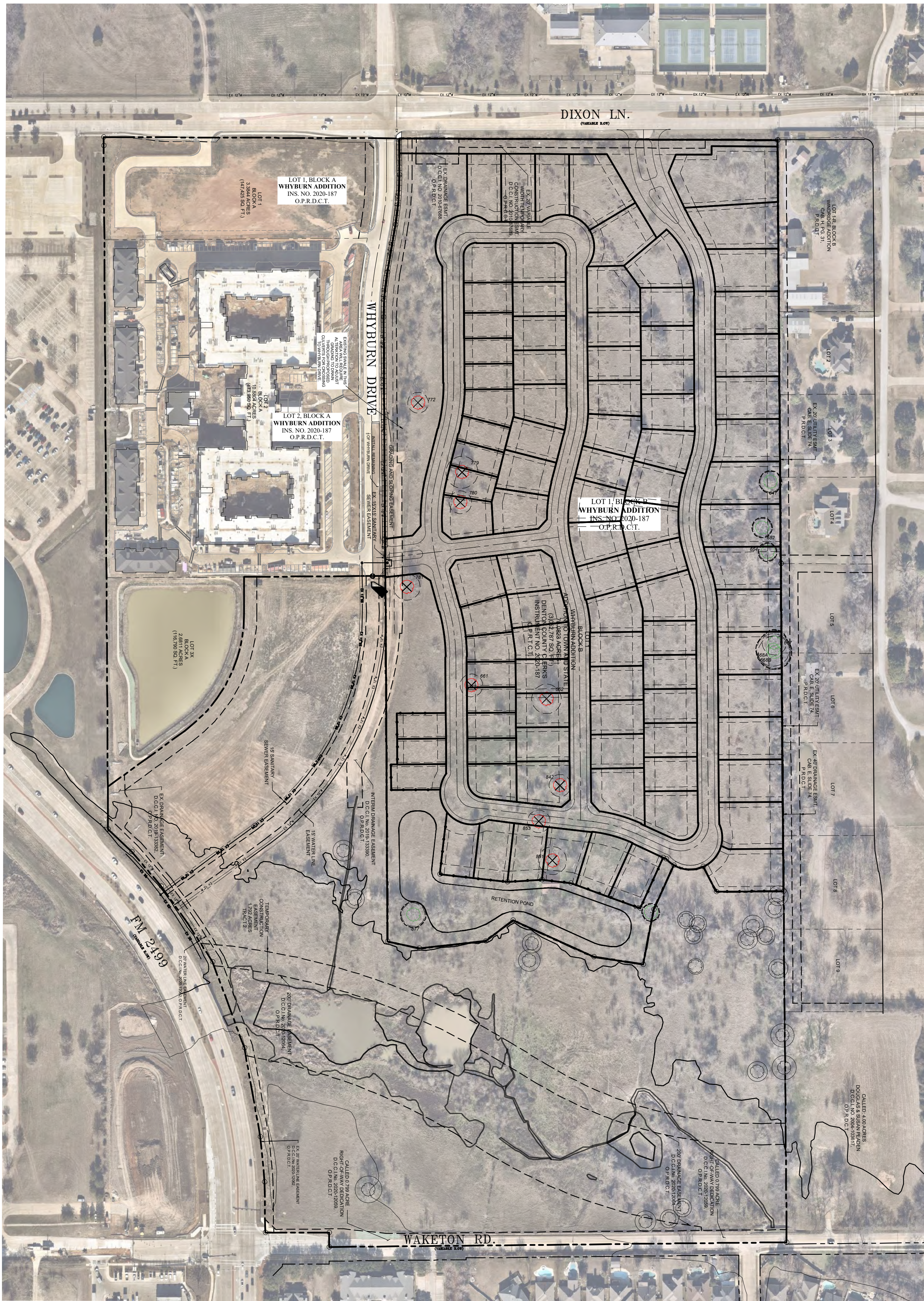
GENERAL NOTES:

1. SPECIMEN TREE SURVEY INFORMATION AND ON-SITE DOCUMENTATION PROVIDED BY LANDESIGN.
2. SHEETS R23.0-R23.4 PRODUCED BY LANDESIGN ARE FOR CONVEYING TREE ORDINANCE REQUIREMENTS ONLY, BASED ON THE SPECIMEN TREE SURVEY INFORMATION.
3. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON FINAL SITE PLAN AND GRADING PLANS.
4. ADDITIONAL PROTECTED TREES TO BE PRESERVED ON SITE AS FINAL GRADING ALLOWS AND FINALIZED DURING THE DEVELOPMENT/PERMITTING PROCESS.
5. REFER TO SHEET R23.3 FOR ADDITIONAL SPECIMEN/PROTECTED TREE MITIGATION INFORMATION.



SPECIMEN TREE PROTECTION
SECTION

NTS



- LEGEND
- 780 SPECIMEN TREE TAG
 - SPECIMEN TREE TO REMAIN
 - SPECIMEN TREE TO BE REMOVED
 - SPECIMEN TREE NOT IN SCOPE
 - SPECIMEN TREE PROTECTION FENCING



THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. PLAN WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON SITE PLAN AND GRADING PLAN APPROVAL.



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: December 5, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: Consider approval of the purchase and installation of light poles and LED fixtures for the Bakersfield Park Improvements Ph. 1 project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$1,023,093.00.

BACKGROUND INFORMATION: The Parks Board and Community Development Corporation recommended, and Town Council approved, funds to replace the existing light fixtures at the Bakersfield Park soccer fields and parking lot/driveway lights with Light-Emitting Diode (LED) fixtures and to add new light poles to the multipurpose field area at Bakersfield Park for fiscal year 2022-2023. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

Bakersfield Park was built in 2003 and continues to make use of the original lighting fixtures within the parking lot and soccer field areas. The multipurpose fields were added to the park in 2014 and currently rely on temporary lighting rigs to make use of the fields at night. The proposal from Musco Sports Lighting includes electrical and structural engineering, demolition, and installation of new poles (multipurpose field only), LED fixtures, and associated electrical work. The benefits of the new system include bright and uniformed light levels directed on to the fields, not spilling above it, less glare in and around nearby homes, energy and maintenance savings over traditional metal halide systems, instant on/off ability, ball tracker technology, a 25-year warranty on the new lighting poles, and 10-year warranty on the replacement light fixtures.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2022-2023 CIP 5-year Plan which included funding for the Bakersfield Park Improvements Ph. 1 project in the amount of \$1,500,000.00 by a vote of 6 to 0 at their May 5, 2022, regular meeting. The Community Development Corporation approved funding for the FY 2022-2023 CIP 5-year Plan, recommended by the Parks Board, by a vote of 5 to 0 at their May 31, 2022 meeting.

ALTERNATIVES/OPTIONS: The Town Council can deny approval of the purchase and direct staff to continue utilizing the existing lights.

FISCAL IMPACT: \$1,023,093.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$1,023,093.00	317-110-90834-6210

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

Total project cost is \$1,500,000. Funding sources are:

- Dedicated Sales Tax \$ 1,500,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buy Board Proposal

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



Quote

**Bakersfield Soccer Area 1 and 2
Flower Mound, Texas
Light Structure System – TLC LED Buy Board Quote
Commodity: Parks/Rec & Field Lighting Contract Number: 677-22
Date: November 1, 2022**

Equipment Description

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- 6 - Pre-cast concrete bases for Area 2
- 6 – 80' Galvanized steel poles for Area 2
- UL Listed remote driver component enclosure
- Pole length wire harness
- Area 1 - 52 Factory-aimed and assembled LED luminaires on existing poles plus 16 – 575W Ball Tracking fixtures
- Area 2 – 48 Factory-aimed and assembled LED luminaires on new poles plus 16 – 575W Ball Tracking fixtures

Also Includes:

- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials for Area 2. 10 years for Area 1 and parking/drive Cree fixtures
- Guaranteed constant light level of 30 footcandles for 25 years for Area 2. 10 years for Area 1.
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system and Lighting Contactors
- Structural Engineering
- Electrical Engineering for new electrical on Area 2 Only
- Bonding
- **Turnkey Installation**

Quote

Musco's Light Structure TLC LED™ as described above

Area 1 (Existing Poles)...30 footcandles..... \$377,622

~~Area 1 (With New poles)... 30 footcandles..... \$504,523~~

Area 2 (New Poles)..... 30 footcandles..... \$528,344

Parking lot and drive: 58 Cree OSQ fixtures installed on existing poles... \$117,127

\\Pricing reflects the Buy Board Discount

Pricing furnished is effective until December 31, 2022 and is considered confidential.

Payment Terms

Net 30.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

- **Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2018 IBC, 115 MPH
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Chris Johnson
Sales Executive
Musco Sports Lighting, LLC
Cell: 214-733-2927
E-mail: chris.johnson@musco.com

Town Council Future Agenda Items



SCHEDULED	12/19/2022	Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 for adjustments to the XXX Fund.
		Consent	Consider approval of a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 1, Section 1.11 Definitions, specifically the work week definition for firefighter shift personnel.
		Consent	Consider approval of the purchase and installation of the 2022-2023 Playground Replacements project, for Possum Park Playground, from We Build Fun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$206,075.98.
		Consent	Amend Traffic Signal Contract with AM Signal
		Consent	Consider approval of an amendment to the Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$55,040.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	2022 - 2023 CIP Amendment No. 1
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21, No. 05-22, No. 22-22, and No. 38-22 for adjustments to the XXX Fund.
		Consent	Placeholder: Axon Fleet Tasers
		Consent	Annual Slurry Seal Services Contract
		Consent	City Works Migration and Implementation Services
		Consent	Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$45,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase of two (2) 2023 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.
		Consent	Annual Sidewalk Links & ADA Improvements Contract

SCHEDULED	12/19/2022	Regular	Consider approval of an ordinance amending Appendix A “Fee Schedule,” to revise various fees related to the review and issuance of permits under Chapter 38 entitled “Fire Prevention and Protection,” of the Town’s Code of Ordinances.
		Regular	Consider approval of an ordinance amending Appendix A “Fee Schedule,” to revise various fees related to the review and issuance of permits under Chapter 14 entitled “Buildings and Building Regulations,” Chapter 18 entitled “Businesses,” and Chapter 34 entitled “Environment,” of the Town’s Code of Ordinances.
		Regular	Public Hearing to consider an ordinance amending the Town’s Code of Ordinances (LDR22-0003 – Development Fees) by amending Section 90-221 entitled “Inspection Fee,” and 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 December 12, 2022, meeting.)
	1/17/2023	Consent	Sunrise Circle Wastewater Connection
		Consent	Chinn Chapel Soccer Complex Drainage Improvements - Construction Award
		Consent	
	2/6/2023	Consent	Placeholder: Call May 6, 2023 Election
	2/20/2023	Consent	Royal Oaks Waterline Replacement Phase I - Construction Award