

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING; AND
CRIME CONTROL AND PREVENTION DISTRICT SPECIAL
MEETING**



December 19, 2022
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

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.

AGENDA

A. CALL 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. PRESENTATION(S)

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 \(PDF\)](#).

- 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

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

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 regular meeting is scheduled for Tuesday, January 17

J. CONSENT ITEM(S)

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 12/5 - Consider approval of the minutes from a regular meeting of the Town Council held on December 5, 2022.
2. 1st FY 22-23 Crime District Budget Amendment - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as adopted by Resolution No. 14-22.
3. 5th and Final FY 21-22 Budget Amendment - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21, No. 05-22, No. 22-22, and No. 38-22 for adjustments to the General Fund, Utility Fund, Hotel Occupancy Tax Fund, and Health Insurance/ Flex Account Fund.
4. 1st FY 22-23 Budget Amendment - 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 General Fund, Utility Fund, Stormwater Utility Fund, Library Development Fund, IRS Equitable Sharing Fund, CDBG-HUD Grant Fund, Grants Fund, Vehicle & Equipment Replacement Fund and Health Insurance/Flex Account Fund.
5. CIP Amendment No. 1 FY 2022-23 - Consider approval of Amendment No. 1 to the Fiscal Year 2022-2023 Capital Improvement Program.
6. Personnel Manual Revision - 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 effective January 22, 2023.
7. Peters Colony Memorial Park PSA Second Amendment - Consider approval of the Second 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.

8. Glen Chester Lift Station Rehabilitation - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Glen Chester Lift Station Rehabilitation project, in the amount of \$181,500.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Gas Well Pad Site Monitoring - Consider approval of a Professional Services Agreement for monthly gas well pad site 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.
10. AM Signal Contract Amendment - Consider approval to amend the estimated annual amount for the purchase of traffic analytics detection systems and other traffic related parts from \$500,000.00 to \$700,000.00 from AM Signal, through the Purchasing Cooperative of America contract.
11. PD in-car video camera purchase - Consider approval of purchase for the acquisition of Axon Fleet 3 in-car video camera products, licensing, and storage for \$65,288.08 (\$13,057.62 annually for years 1 -4 and \$13,057.60 year five over the five-year agreement); and authorization for the Mayor to execute same on behalf of the Town.
12. PD Electronic Control Devices Purchase - Consider approval of an agreement for the acquisition of Axon electric control devices (ECD or Taser) for \$33,979.20 (\$6,795.84 annually over the five-year agreement); and authorization for the Mayor to execute the same on behalf of the Town.
13. FD Vehicle Purchase - Consider approval of the purchase of a 2022 Ford F-450 Frazer Type 1 Ambulance for the Fire and Emergency Services Department from Frazer, LTD through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program in the total amount of \$399,260.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Possum Park Playground Replacement - 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.
15. Sidewalk Links - ADA Improvements - Consider approval of the award of the Sidewalk Links and ADA Improvements projects, Annual Contract Bid No. 2023-13-A to Apex Concrete Construction Inc., to establish an annual unit bid price contract for the installation of sidewalk and ADA improvements for an estimated annual amount of \$250,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

K. REGULAR ITEM(S)

1. SUP22-0005 – Long Prairie Plaza Daycare - Public Hearing to consider an ordinance granting Specific Use Permit No. 482 (SUP22-0005 – Long Prairie Plaza Daycare) to permit a day care center use. The property is generally located south of Sherri Lane and east of Long Prairie Road.

2. ZPD22-0005 - Roach Addition - Public Hearing to consider an ordinance for rezoning (ZPD22-0005 – Roach Addition) from Agricultural District uses and Interim Holding uses to Planned Development District No. 194 (PD-194) with Agricultural uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of Lusk Lane.
3. TRP22-0020 - Roach Addition - Public Hearing to consider an application for a tree removal permit (TRP22-0020) for one (1) specimen tree on property proposed for development as Roach Addition. The property is generally located north of Cross Timbers Road and west of Lusk Lane.
4. LDR22-0003 – Development Fees - Public Hearing to consider an ordinance amending the Town’s Code of Ordinances (LDR22-0003 – Development Fees) by amending Section 78-201 entitled “Application,” Section 90-221 entitled “Inspection Fee,” and appendix A entitled “Fee Schedule,” to update fees related to land development within the Town.
5. Building Fee Updates - Consider approval of an ordinance amending Appendix A “Fee Schedule,” to revise 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.
6. Fire Prevention Fee Updates - Consider approval of an ordinance amending Chapter 38, entitled “Fire Prevention and Protection,” to revise fees related to the review and issuance of permits, and amending appendix A entitled “Fee Schedule,” to eliminate conflicting fees related to Chapter 38, entitled “Fire Prevention and Protection,” of the Town’s Code of Ordinances.
7. Tennis Center - Discuss and consider tennis center, including funding options.

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

M. CLOSED MEETING

1. Consultation with Town Attorney.
 - a. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 - b. Housing Discrimination Complaint
 - c. La Estancia Investments, L.P., v. Town of Flower Mound
 - d. Oncor transmission line, switch and substation projects
2. 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.

3. 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.
4. 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.
5. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.

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

P. FUTURE AGENDA

1. Future Agenda

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 16, 2022, at 1:17 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 accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.



TOWN COUNCIL AGENDA J.1. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on December 5, 2022.

BACKGROUND: The Town Council held a regular meeting; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special Meeting; and Crime Control and Prevention District Special Meeting on December 5, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 12.5.22 DRAFT Minutes

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 5TH DAY OF DECEMBER 2022, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

[Click here](#) for meeting video link (subject to change)

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

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

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Clay Riggs	Director of Public Works
Lynda Bolitho	Director of Human Resources
Brennon Peltier	Park Development Manager
Chuck Jennings	Director of Parks and Recreation

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

D. PRESENTATIONS

1. Announcement and Presentation of 2022 Outstanding Citizen Award(s)

LauraAnne Madl, Chair, Outstanding Citizen Award Committee

Ms. Madl announced the 2022 Outstanding Citizen Award Recipients:

- Individual: Jeff Fisher
- Youth: Rohan Ahuja
- Group: Flower Mound Police Academy Alumni Association

2. Presentation on Miracle League's Fall 2022 Season

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Jeff Fisher, Executive Director, Miracle League of North Texas

Mr. Fisher gave a presentation identifying or noting:

- Background information about Miracle League
- Demographics
- Future plan

E. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Gerald Robinson, 6920 Hidden Valley Rd	Rotary
2.	Tracy Black, 3009 Oak Meadow Dr	LED Ballpark Lights

F. ANNOUNCEMENTS

Councilmember Schiestel announced the two dates for the Christmas Concert performance by The Flower Mound Symphony Orchestra, the Trietsch Choir, and the Voices of Flower Mound.

Several members of Council reported on the Christmas Tree lighting and parade that took place last Saturday and expressed appreciation for everyone involved in making it a success.

Deputy Mayor Pro Tem Martin encouraged residents to check out the Friends of the Library Sale Cart.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
No discussion.
2. Economic Development projects
No discussion.
3. Operational updates
No discussion.

H. FUTURE AGENDA ITEMS

1. Councilmember Engel requested a work session item to talk about how the Town can address and plan for filling possible future vacant space in the event the Kroger/Albertson's merger goes through.

There was Council consensus to discuss the topic.

2. Mayor France requested having a future discussion to have a more bottom line up front agenda packet (i.e., executive summary).

There was council consensus to discuss the topic.

I. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, December 15.
Mayor France announced there will not be a December 15th work session.
2. A regular meeting is scheduled for Monday, December 19.
Mayor France confirmed that all members of Council plan to be at the December 19 meeting.

J. CONSENT ITEMS

1. Consider approval of the minutes from a work session of the Town Council held on November 17, 2022.
2. 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. 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. 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. 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.

RESOLUTION NO. 20-22

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.

6. 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.

ORDINANCE NO. 57-22

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.

7. 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. 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. 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. 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. 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. 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. 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. 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)

ORDINANCE NO. 58-22

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.

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15. 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.)

Mayor Pro Tem Sharma moved to approve consent items 1 – 15, as presented in the agenda caption. Deputy Mayor Pro Tem Martin seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

K. REGULAR ITEMS

16. 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.

Staff Presentation

Mr. Childers provided background information regarding the item and Ms. Bolitho, or Mr. Scott Gibbs (McGriff, Seibels & Williams of Texas Inc.), responded to the following questions from Council:

- If any other deductible amounts have been considered
- Laser concept
- Employee impact

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

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

Mayor France opened items #17, 18, and 19 at the same time.

17. 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. 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. 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.)

Staff Presentation

Ms. Murphy gave a presentation for items 17, 18, and 19, identifying or noting:

- General and detailed location
- Land use and zoning
- Master plan exhibit
- Conceptual site plan
- Modifications
- Exception request
- Site photos
- Previous conceptual site plans
- Landscape plan
- Tree survey
- Parks Board recommendation

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

- Traffic flow and level of service (2499 @ Dixon)
- Clarification regarding the request for front yard encroachment
- Supermajority requirement and timing

Applicant Presentation

Larry Jackson (David Weekly Homes); Heth Kendrick (Land Design, Inc.); John Baen, (Whyburn Family Representative)

Mr. Jackson or Mr. Kendrick gave a presentation identifying or noting:

- Our markets
- Local communities
- We CARE
- Whyburn family legacy
- History
- Family contributions to Town
- Property context
- Timeline of coordination
- Planning & Zoning input
- Conceptual site plan
- Community entrances
- Connectivity
- 6.358ac dedicated open space + drainage (16.2% dedicated open space)
- Walls and fencing

- Specimen trees: remain vs. removal
- Variance request
- Landscape design standards
- Architectural design standards
- Product overview
- Proposed product – SF-5, SF-10, SF-15
- Boards & Commission schedule

and they responded to questions from Council regarding:

- Clarification regarding:
 - Square footage minimums and maximums
 - Which elected officials did they meet with
- Trail cost
- Is Dixon Park sufficient for the neighborhood use

There was Council discussion regarding:

- Insufficient information and questions to be asked regarding drainage, parks, trees, etc.
- Concerns regarding changing the Master Plan from office to residential
- How there is a need for a park in the neighborhood, as Dixon Park is not adequate in size to serve the proposed neighborhood
- How the properties in the area are low density and that's desired for what goes at this location
- How residential is acceptable adjacent to Windridge
- Residential makes sense for a portion of the property, but it needs to be tweaked
- How adjacent properties are low density, and this development should align with that
- The timing involved with the plan

Mayor France opened the Public Hearing for items 17, 18, and 19 at 7:58 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Paul Milosevich, 3110 W Southlake Blvd, Southlake	Tim Whisenant, 2300 Olympia	Scott Langley, 800 Carter Ct
	Mr. & Mrs. Jerry Fullee, 5725 Windridge Ln*	
	Teresa Threlkeld, 5700 Windridge Ln*	
	Melissa Maruszko, 2416 Conroe Ct	

**Indicated do not wish to speak*

Mayor France closed the Public Hearing at 8:08 p.m.

The applicant requested the items be postponed so they have an opportunity to meet individually with elected officials.

Item 18:

Deputy Mayor Pro Tem Martin moved to remand item 18 back to the Parks Board for further consideration. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed (to remand)

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

Item 17 and 19:

Deputy Mayor Pro Tem Martin moved to postpone items 17 and 19 to the applicant's time schedule. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

20. 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.

Staff Presentation

Mr. Peltier gave a presentation identifying or noting:

- Background information
- Scope of work
- Project budget and schedule

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

- Difference in warranty period (new and existing poles), including maintenance cost

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

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

L. BOARDS/COMMISSIONS

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

No discussion or action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:27 p.m. on December 5, 2022, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 10:36 p.m. on December 5, 2022, to take action on the items as follows:

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
4. Legal issues associated with municipal boundary adjustment/annexation, and ESD and CCN service areas

No action taken.

- 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.

Mayor Pro Tem Sharma moved to authorize staff to purchase an easement for right of way property in association with the FM 2499 at FM 3040 intersection improvements project, and to negotiate for the purchase of the easement and right of way property up to the settlement amount agreed upon in the document (as discussed in closed session), and authorization for the Town Manager, or his designee, to close on the easement and right of way property, should a settlement be reached, and to pay all cost associated with the sale at closing, in addition to the purchase price of the easement and right of way property, and execute all necessary documents at closing on behalf of the town. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

No action taken.

- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.

No action taken.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 10:37 p.m. on Monday, December 5, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as adopted by Resolution No. 14-22.

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

The attached budget amendment represents an adjustment of the FY 2022-2023 Crime District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

The Crime District Fund budget will increase by \$18,840. This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services ordered but not received by September 30, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$18,840

Proposed Expenditure/(Revenue)

\$18,840

Account Number(s):

Fund 318 Crime District Fund

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

ATTACHMENTS:

1. Proposed Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AS ADOPTED BY RESOLUTION NO. 14-22; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and

WHEREAS, said Crime District Budget was adopted by Resolution No. 14-22 on September 19, 2022; and

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

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

SECTION 1

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

SECTION 2

The Crime District Budget, for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as heretofore adopted by Resolution No. 14-22, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

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

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

Town of Flower Mound
Crime Control and Prevention District
Amended Budget
Fiscal Year 2022-2023

REASON FOR ADJUSTING THE CRIME DISTRICT FUND APPROPRIATION:

The Crime District Fund, expenditures will increase by \$18,840 from \$4,113,412 to \$4,132,252 to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2022.

<u>Crime District Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Police Services	\$ 4,113,412	\$ 4,113,412	\$ 4,132,252	\$ 18,840
Total	\$ 4,113,412	\$ 4,113,412	\$ 4,132,252	\$ 18,840



TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21, No. 05-22, No. 22-22, and No. 38-22 for adjustments to the General Fund, Utility Fund, Hotel Occupancy Tax Fund, and Health Insurance/ Flex Account Fund.**

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

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

General Fund

Total General Fund expenditures are currently \$1,473,908 below the FY 2021-2022 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

The Library Services, Police Services, and Fire and Emergency Services departments require budget amendments. Library Services is over budget due to salaries. When a small department remains fully staffed during the fiscal year, an overage will occur due to the budgeting practice of building in salary savings to account for potential vacancies.

Police Services is over budget due to overtime costs and mid-year salary adjustments. Additionally, the Police Services Department had overages because of unanticipated vehicle maintenance.

Fire and Emergency Services is over budget due to overtime costs and unanticipated maintenance on heavy equipment.

Overall, the fuel budget for departments in the general fund is over by \$199,198. This was due to the unexpected spike in fuel costs during the fiscal year. Some of this overage was able to be absorbed by the few departments who remained under budget during the fiscal year.

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

Town Manager's Office	\$(110,000)
Legislative Services	-
Development Services	-
Parks and Recreation Services	(50,000)
Library Services	10,000
Police Services	175,000
Financial Services	(150,000)
Administrative Services	(150,000)
Fire and Emergency Services	425,000
Communications	-
Non-Departmental Services	-
Public Works	(150,000)
Environmental Services	-
	\$ -

Utility Fund

Total Utility Fund expenditures are currently \$2,379,946 below the FY 2021-2022 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

Financial Services requires a budget amendment due to a year-end Meter Services inventory adjustment and Utility Billing merchant card fees exceeding the budget. Merchant card fees can vary significantly depending on the number of customers who pay with a credit card.

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

Financial Services	170,000
Non-Departmental Services	-
Public Works	(170,000)
	\$ -

Hotel Occupancy Tax Fund

In the Hotel Occupancy Tax Fund, revenues will increase by \$50,215, from \$370,200 to \$420,415. Expenditures will increase by \$30,825, from \$340,000 to \$370,825. These adjustments will ensure compliance with the Courtyard by Marriott agreement.

Health Insurance/ Flex Account Fund

In the Health Insurance/Flex Account Fund, revenues will increase by \$1,061,357, from \$10,691,000 to \$11,752,357 due to receiving reinsurance payments. Expenditures will increase by \$750,000 from \$10,976,635 to \$11,726,635. The actual cost of health insurance claims was higher than originally budgeted.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$

Proposed Revenue

\$50,215

\$1,061,357

Proposed Expenditure

\$0

Account Number(s):

Fund 380 Hotel Occupancy Tax Fund

Fund 840 Health / Flex Account Fund

Account Number(s):

Fund 100 General Fund

\$0
\$30,825
\$750,000

Fund 200 Utility Fund
Fund 380 Hotel Occupancy Tax Fund
Fund 840 Health Insurance/ Flex Account Fund

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

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

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

WHEREAS, said Annual Budget was adopted by Ordinance No. 38-21 on September 20, 2021 and amended by Ordinance 50-21 on December 6, 2021, Ordinance 05-22 on February 21, 2022 Ordinance 22-22 on April 18, 2022, and Ordinance 38-22 on August 8, 2022; and,

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

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

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

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

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

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

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

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

Total General Fund expenditures are currently \$1,473,908 below the FY 2021-2022 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

The Library Services, Police Services, and Fire and Emergency Services departments require budget amendments. Library Services is over budget due to salaries. When a small department remains fully staffed during the fiscal year, an overage will occur due to the budgeting practice of building in salary savings to account for potential vacancies. Police Services is over budget due to overtime costs and mid-year salary adjustments. Additionally, the Police Services Department had overages because of unanticipated vehicle maintenance. Fire and Emergency Services is over budget due to overtime costs and unanticipated maintenance on heavy equipment. Overall, the fuel budget for departments in the general fund is over by \$199,198. This was due to the unexpected spike in fuel costs during the fiscal year. Some of this overage was able to be absorbed by the few departments who remained under budget during the fiscal year.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 2,396,363	\$ 2,396,363	\$ 2,286,363	\$ (110,000)
Legislative Services	516,632	516,632	516,632	-
Development Services	2,227,363	2,235,563	2,235,563	-
Parks and Recreation Services	9,417,591	9,573,914	9,523,914	(50,000)
Library Services	2,077,771	2,077,771	2,087,771	10,000
Police Services	17,236,662	17,246,508	17,421,508	175,000
Financial Services	3,674,017	3,863,477	3,713,477	(150,000)
Administrative Services	6,728,501	6,973,358	6,823,358	(150,000)
Fire and Emergency Services	17,720,659	17,769,306	18,194,306	425,000
Communications	703,797	703,797	703,797	-
Non-Departmental Services	3,983,944	4,410,674	4,410,674	-
Public Works	6,969,289	7,088,494	6,938,494	(150,000)
Environmental Services	1,543,289	1,543,289	1,543,289	-
Total	\$ 75,195,878	\$ 76,399,146	\$ 76,399,146	\$ -

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

Total Utility Fund expenditures are currently \$2,379,946 below the FY 2021-2022 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

Financial Services requires a budget amendment due to a year-end Meter Services inventory adjustment and Utility Billing merchant card fees exceeding the budget. Merchant card fees can vary significantly depending on the number of customers who pay with a credit card.

Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Financial Services	\$ 1,809,357	\$ 1,809,357	\$ 1,979,357	\$ 170,000
Non-Departmental Services	12,114,909	12,118,444	12,118,444	-
Public Works	36,731,902	36,862,014	36,692,014	(170,000)
Total	\$ 50,656,168	\$ 50,789,815	\$ 50,789,815	\$ -

REASON FOR ADJUSTING THE HOTEL OCCUPANCY TAX FUND APPROPRIATION:

In the Hotel Occupancy Tax Fund, revenues will increase by \$50,215, from \$370,200 to \$420,415. Expenditures will increase by \$30,825, from \$340,000 to \$370,825. These adjustments will ensure compliance with the Courtyard by Marriott agreement.

Hotel Occupancy Tax Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Hotel Taxes	\$ 370,000	\$ 370,000	\$ 420,215	\$ 50,215
Investment earnings	200	200	200	-
Other revenue	-	-	-	-
Total	\$ 370,200	\$ 370,200	\$ 420,415	\$ 50,215
Expenditures:				
Financial Services	\$ 340,000	\$ 340,000	\$ 370,825	\$ 30,825
Total	\$ 340,000	\$ 340,000	\$ 370,825	\$ 30,825

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

In the Health Insurance/Flex Account Fund, revenues will increase by \$1,061,357, from \$10,691,000 to \$11,752,357 due to receiving reinsurance payments. Expenditures will increase by \$750,000 from \$10,976,635 to \$11,726,635. The actual cost of health insurance claims was higher than originally budgeted.

<u>Health/ Flex Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Revenues:				
Charges for Current Services	\$ 10,676,000	\$ 10,676,000	\$ 11,737,357	\$ 1,061,357
Investment earnings	15,000	15,000	15,000	-
Other revenue	-	-	-	-
Total	\$ 10,691,000	\$ 10,691,000	\$ 11,752,357	\$ 1,061,357
Expenditures:				
Contractual Services	\$ 73,865	\$ 73,865	\$ 823,865	\$ 750,000
Health Insurance/ Flex Accounts	10,902,772	10,902,770	10,902,770	-
Total	\$ 10,976,637	\$ 10,976,635	\$ 11,726,635	\$ 750,000



TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 for adjustments to the General Fund, Utility Fund, Stormwater Utility Fund, Library Development Fund, IRS Equitable Sharing Fund, CDBG-HUD Grant Fund, Grants Fund, Vehicle & Equipment Replacement Fund and Health Insurance/Flex Account Fund.**

BACKGROUND: The attached budget amendment represents the first proposed adjustment of the FY 2022-2023 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services ordered but not received by September 30, 2022 totaling \$480,052 for the General Fund, \$286,549 for the Utility Fund, \$23,593 for the Stormwater Utility Fund, \$36,376 for the Library Development, \$51,547 for the IRS Equitable Sharing Fund, \$8,954 for the CDBG-HUD Grant Fund and \$1,615,361 for the Vehicle and Equipment Replacement Fund.

General Fund

In the Facilities Management Division, expenditures will increase by \$413,000 to account for projects that were budgeted but not completed in the last fiscal year. Due to time constraints and supply chain issues, eight projects that were budgeted in FY 21-22 were unable to be completed during the fiscal year: Fire Station #6 generator installation for \$60,000, Animal Adoption Center guillotine doors on kennels and kennel tips for \$20,000, Fire Station #1 crew area, watch office, kitchen, and battalion and captain offices for \$150,000, Fire Station #2 crew showers for \$25,000, Fire Station #4 electrical shorelines and reels for \$8,000, Animal Adoption Center walk-in freezer for \$50,000, Animal Adoption Center HVAC upgrade for \$50,000, and Fleet Services wash bay for \$50,000.

In the Parks and Recreation Services Department, expenditures will increase by \$7,467. A piece of equipment (adaptive motion trainer) that was budgeted in FY 21-22 was not delivered until after the end of the fiscal year. Since the funds were not encumbered in FY 21-22, the expenditure budget in FY 22-23 will have to increase by the cost of the equipment.

Grants Fund

In the Grant Fund, revenues will increase by \$12,000 from \$33,855 to \$45,855. Expenditures will also increase by \$12,000 from \$33,855 to \$45,855. These funds will be utilized to provide various trainings to the Town's firefighters. A portion of all eligible trainings will be reimbursed by the Texas A&M Forest Service's TIFMAS Grant Assistance Program. The Town is eligible for up to \$12,000 a year.

Vehicle and Equipment Replacement Fund

In the Vehicle and Equipment Replacement Fund (VERF), expenditures will increase by \$457,675 to account for the purchase of a vehicle for the Police Department and an ambulance for the Fire and Emergency Services Department.

In FY 21-22, a vehicle was budgeted to be replaced for the Police Department. Due to supply chain issues, the order had to be cancelled and reordered in FY 22-23 using a different vendor. The VERF expenditure budget will increase by \$58,415 to cover this order.

The Fire and Emergency Services Department currently operates three front-line ambulances with two ambulances in reserve. The reserve units are utilized when maintenance issues occur or when the call volume dictates putting them in service temporarily. In recent fiscal years, the Town has replaced two of the front-line ambulances using the VERF. The scheduled arrival and in-service date for these units are June 2023 and December 2023.

With the current supply chain challenges, and to stem upcoming price increases, it is recommended to replace an additional front-line ambulance ahead of the VERF schedule. These factors, coupled with the availability of an ambulance chassis, will solidify the response readiness for the ambulance fleet. This purchase will also ensure the two units that will act in reserve status are reliable and dependable.

The VERF budget will increase by \$399,260 to purchase the ambulance- \$340,310 for the ambulance and \$58,950 for the necessary equipment.

Health Insurance/Flex Account Fund

In the Health Insurance/ Flex Account Fund, expenditures will increase by \$447,000 from \$11,237,000 to \$11,684,000. The cost of the Town's reinsurance premiums unexpectedly increased for Plan Year 2023. Reinsurance limits the liability to the Town's group health insurance plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: (see below)

Proposed Revenue

\$12,000

Account Number(s):

Fund 370 Grants Fund

Proposed Expenditure

\$900,519

286,549

23,593

36,376

51,547

8,954

12,000

2,073,036

447,000

Account Number(s):

Fund 100 General Fund

Fund 200 Utility Fund

Fund 230 Stormwater Utility Fund

Fund 300 Library Development Fund

Fund 331 IRS Equitable Sharing Fund

Fund 361 CDBG- HUD Grant Fund

Fund 370 Grants Fund

Fund 565 Vehicle and Equipment Replacement Fund

Fund 840 Health Insurance/ Flex Account Fund

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 45-22, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, STORMWATER UTILITY FUND, LIBRARY DEVELOPMENT FUND, IRS EQUITABLE SHARING FUND, CDBG- HUD GRANT FUND, GRANTS FUND, VEHICLE AND EQUIPMENT REPLACEMENT FUND, AND HEALTH INSURANCE/FLEX ACCOUNT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 45-22 on September 19, 2022; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as heretofore adopted by Ordinance No. 45-22, is hereby amended to provide for adjustments to the General Fund, Utility Fund, Stormwater Utility Fund, Library Development Fund, IRS Equitable Sharing Fund, CDBG-HUD Grant Fund, Grants Fund, Vehicle & Equipment Replacement Fund and Health Insurance/Flex Account Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

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

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2022-2023**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, expenditures will increase by \$900,519, from \$83,279,740 to \$84,180,259. Expenditures will increase by \$480,052 to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2022.

In the Facilities Management Division, expenditures will increase by \$413,000 to account for projects that were budgeted but not completed in the last fiscal year. Due to time constraints and supply chain issues, eight projects that were budgeted in FY 21-22 were unable to be completed during the fiscal year: Fire Station #6 generator installation for \$60,000, Animal Adoption Center guillotine doors on kennels and kennel tips for \$20,000, Fire Station #1 crew area, watch office, kitchen, and battalion and captain offices for \$150,000, Fire Station #2 crew showers for \$25,000, Fire Station #4 electrical shorelines and reels for \$8,000, Animal Adoption Center walk-in freezer for \$50,000, Animal Adoption Center HVAC upgrade for \$50,000, and Fleet Services wash bay for \$50,000.

In the Parks and Recreation Services Department, expenditures will increase by \$7,467. A piece of equipment (adaptive motion trainer) that was budgeted in FY 21-22 was not delivered until after the end of the fiscal year. Since the funds were not encumbered in FY 21-22, the expenditure budget in FY 22-23 will have to increase by the cost of the equipment.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 3,633,625	\$ 3,633,625	\$ 3,633,625	\$ -
Legislative Services	547,589	547,589	547,589	-
Development Services	2,365,145	2,365,145	2,365,145	-
Parks & Recreation Services	10,772,827	10,772,827	10,829,780	56,953
Library Services	2,123,151	2,123,151	2,129,173	6,022
Police Services	17,976,186	17,976,186	18,105,410	129,224
Financial Services	4,234,015	4,234,015	4,234,015	-
Administrative Services	7,807,437	7,807,437	8,415,675	608,238
Fire and Emergency Services	19,499,281	19,499,281	19,499,281	-
Communications	834,813	834,813	834,813	-
Non-Departmental Services	4,098,834	4,098,834	4,098,834	-
Public Works	7,782,525	7,782,525	7,882,609	100,084
Environmental Services	1,604,312	1,604,312	1,604,312	-
Total	\$ 83,279,740	\$ 83,279,740	\$ 84,180,259	\$ 900,519

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, expenditures will increase by \$286,549, from \$52,059,147 to \$52,345,696; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2022.

Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Financial Services	\$ 1,908,968	\$ 1,908,968	\$ 1,978,184	\$ 69,216
Non-Departmental Services	12,772,799	12,772,799	12,772,799	-
Public Works	37,377,380	37,377,380	37,594,713	217,333
Total	\$ 52,059,147	\$ 52,059,147	\$ 52,345,696	\$ 286,549

REASON FOR ADJUSTING THE STORMWATER UTILITY FUND APPROPRIATION:

In the Stormwater Utility Fund, expenditures will increase by \$23,593, from \$2,191,894 to \$2,215,487; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2022.

Stormwater Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Public Works	\$ 2,105,779	\$ 2,105,779	\$ 2,129,372	\$ 23,593
Environmental Services	86,115	86,115	86,115	-
Total	\$ 2,191,894	\$ 2,191,894	\$ 2,215,487	\$ 23,593

REASON FOR ADJUSTING THE LIBRARY DEVELOPMENT FUND APPROPRIATION:

In the Library Development Fund, expenditures will increase by \$36,376, from \$20,000 to \$56,376; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2022.

Library Development Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Library Services	\$ 20,000	\$ 20,000	\$ 56,376	\$ 36,376
Total	\$ 20,000	\$ 20,000	\$ 56,376	\$ 36,376

REASON FOR ADJUSTING THE IRS EQUITABLE SHARING FUND APPROPRIATION:

In the IRS Equitable Sharing Fund, expenditures will increase by \$51,547, from \$9,827 to \$61,374; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2022.

IRS Equitable Sharing Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Police Services	\$ 9,827	\$ 9,827	\$ 61,374	\$ 51,547
Total	\$ 9,827	\$ 9,827	\$ 61,374	\$ 51,547

REASON FOR ADJUSTING THE CDBG- HUD GRANT FUND APPROPRIATION:

In the CDBG- HUD Grant Fund, expenditures will increase by \$8,954, from \$229,923 to \$238,877; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2022.

CDBG-HUD Grant Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Parks & Recreation Services	\$ 229,923	\$ 229,923	\$ 238,877	\$ 8,954
Total	\$ 229,923	\$ 229,923	\$ 238,877	\$ 8,954

REASON FOR ADJUSTING THE GRANTS FUND APPROPRIATION:

In the Grant Fund, revenues will increase by \$12,000 from \$33,855 to \$45,855. Expenditures will also increase by \$12,000 from \$33,855 to \$45,855. These funds will be utilized to provide various trainings to the Town's firefighters. A portion of all eligible trainings will be reimbursed by the Texas A&M Forest Service's TIFMAS Grant Assistance Program. The Town is eligible for up to \$12,000 a year.

Grants Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Intergovernmental Revenue	\$ -	\$ 33,855	\$ 45,855	\$ 12,000
Total	\$ -	\$ 33,855	\$ 45,855	\$ 12,000
Expenditures:				
Parks & Recreation Services	\$ -	\$ 33,855	\$ 45,855	\$ 12,000
Total	\$ -	\$ 33,855	\$ 45,855	\$ 12,000

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

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$2,073,036, from \$2,800,000 to \$4,873,036. Expenditures will increase by \$1,615,361 to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2022. Expenditures will increase by \$457,675 to account for the purchase of a vehicle for the Police Department and an ambulance for the Fire and Emergency Services Department.

In FY 21-22, a vehicle was budgeted to be replaced for the Police Department. Due to supply chain issues, the order had to be cancelled and reordered in FY 22-23 using a different vendor. The VERF expenditure budget will increase by \$58,415 to cover this order.

The Fire and Emergency Services Department currently operates three front-line ambulances with two ambulances in reserve. The reserve units are utilized when maintenance issues occur or when the call volume dictates putting them in service temporarily. In recent fiscal years, the Town has replaced two of the front-line ambulances using the VERF. The scheduled arrival and in-service date for these units are June 2023 and December 2023. With the current supply chain challenges, and to stem upcoming price increases, it is recommended to replace an additional front-line ambulance ahead of the VERF schedule. These factors, coupled with the availability of an ambulance chassis, will solidify the response readiness for the ambulance fleet. This purchase will also ensure the two units that will act in reserve status are reliable and dependable. The VERF budget will increase by \$399,260 to purchase the ambulance- \$340,310 for the ambulance and \$58,950 for the necessary equipment.

Vehicle & Equipment Replacement Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Vehicles & Equipment	\$ 2,800,000	\$ 2,800,000	\$ 4,873,036	\$ 2,073,036
Total	\$ 2,800,000	\$ 2,800,000	\$ 4,873,036	\$ 2,073,036

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

In the Health Insurance/Flex Account Fund, expenditures will increase by \$447,000, from \$11,237,000 to \$11,684,000. The cost of the Town's reinsurance premiums unexpectedly increased for Plan Year 2023. Reinsurance limits the liability to the Town's group health insurance plan.

Health Insurance/Flex Account Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Health Insurance	\$ 11,237,000	\$ 11,237,000	\$ 11,684,000	\$ 447,000
Total	\$ 11,237,000	\$ 11,237,000	\$ 11,684,000	\$ 447,000



TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: December 19, 2022
FROM: Brett Cast, CIP Manager
ITEM: Consider approval of Amendment No. 1 to the Fiscal Year 2022-2023 Capital Improvement Program.

BACKGROUND: The Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) was approved by Town Council Sept 19, 2022. The proposed CIP Amendment No. 1, for FY 2022-2023, would increase the currently adopted General Capital budgeted expenditures from \$16,988,500 to \$17,097,311; the Utility Funds increase from \$15,367,000 to \$15,702,000.

BOARD REVIEW/CITIZEN FEEDBACK: TIRZ funding was recommended for approval by TIRZ Board by vote of 5-0 at the 11/22/22 meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed CIP:

FY 2022-2023:	General Capital Projects	\$17,097,311
	Utility Capital Projects	\$15,702,000

Five-Year CIP Plan:	General Capital Projects	\$285,980,720
	Utility Capital Projects	\$235,643,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2022-2023 CIP Amendment No. 1 Change.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Mod List
2. CIP 2022-23 Amendment 1 Changes
3. CIP 2022-23 Amendment 1

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

Project Modification Listing

Attachment 1

FY 2022-2023 - CIP Amendment 1

December 19,2022

General Funds

Streets Project(s)

	Description	FY 22-23	5 Yr CIP
ADA Transition Plan and Implementation	Decreasing Prior Fiscal Year Funding by \$150,000 to reflect actual approved funding.	\$0	(\$150,000)
Total Streets Impact		\$0	(\$150,000)

Signal Project(s)

	Description	FY 22-23	5 Yr CIP
Adaptive Traffic Signal Upgrade	Adjust \$178,000 of General Fund Funding in FY 22-23 to TIRZ Funding. This sum will cover the cost of three traffic signals within the TIRZ #1 Boundary. Recommend for approval by TIRZ Board by vote of 5-0 at 11/22/22 Meeting.	\$0	\$0
Total Signal Impact		\$0	\$0

Parks Project(s)

	Description	FY 22-23	5 Yr CIP
2022-23 Playground Replacements (Cortadera, Wilkerson, & Possum)	Increase FY22-23 budget by transferring \$108,811.39 from the Individual Park Improvements Project's Prior Fiscal Years budget. These funds will cover equipment cost increases and playground surfacing.	\$108,811.39	\$108,811.39
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	Decrease Prior Fiscal Year Budget and \$108,811.39 for 2022-23 Playground Replacements (Cortadera, Wilkerson, & Possum) transfer.	\$0.00	(\$108,811.39)
Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	Adjust \$650,000 of 4B Funding in Prior Fiscal Years to TIRZ Funding. Recommend for approval by TIRZ Board by vote of 5-0 at 11/22/22 Meeting.	\$0.00	\$0.00
Total Parks Impact		\$108,811	\$0
Total General Fund Impact		\$108,811	(\$150,000)

Utility Funds

Stormwater Project(s)	Description	FY 22-23	5 Yr CIP
Dexter Court Drainage Improvements	Add project to CIP with a budget of \$35,000 by utilizing Project Savings.	\$35,000	\$35,000
Total Stormwater Impact		\$35,000	\$35,000
Wastewater Project(s)	Description	FY 22-23	5 Yr CIP
Hillside Wastewater Rehabilitation	Add Project to CIP with budget of \$300,000 by utilizing Project Savings. Wastewater Rehabilitation Project in conjunction with Hillside Street Reconstruction.	\$300,000	\$300,000
Total Wastewater Impact		\$300,000	\$300,000
Total Utility Fund Impact		\$335,000	\$335,000

TOWN OF FLOWER MOUND
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FY 2022-2023 Amendment 1
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	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	836,000	1,264,000	-	-	-	-	-	2,100,000	2,100,000	0,1,2,5	-	-	-	-	-	-	-
OLD	ADA Transition Plan and Implementation **	1,748,000	-	150,000	150,000	150,000	150,000	-	2,348,000	613,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000
NEW	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	2,198,000	450,000	2,4	1,148,000	600,000	-	150,000	150,000	150,000	150,000
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	31,038,000	26,477,022	0	-	4,560,978	-	-	-	-	4,560,978
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	6,747,000	-	-	-	-	-	7,057,000	7,057,000	0,1,2	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,900,000	7	-	-	-	-	-	-	-
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000
	Karnes Road	-	830,000	-	-	-	-	-	830,000	830,000	7	-	-	-	-	-	-	-
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	900,000	11,550,000	-	-	-	12,450,000	5,622,234	0,1	-	6,827,766	-	-	6,827,766	-	-
	Lakeside Parkway Capacity Improvements **	-	1,160,000	8,750,000	-	-	-	-	9,910,000	3,497,498	0	-	6,412,502	-	6,412,502	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-
	Retaining Wall at the Mound	300,000	75,000	-	-	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-
	Roadway Amenities	863,083	90,000	90,000	90,000	90,000	90,000	-	1,313,083	668,083	2,4	285,000	360,000	-	90,000	90,000	90,000	90,000
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	5,933,000
	Scenic Road (Walsingham Drive to FM 1171)	-	-	2,000,000	-	-	-	-	2,000,000	2,000,000	2	-	-	-	-	-	-	-
	Sidewalk Links **	1,561,000	150,000	150,000	150,000	150,000	150,000	-	2,311,000	1,711,000	2,4	-	600,000	-	150,000	150,000	150,000	150,000
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	8,574,000	74,000	0	-	8,500,000	-	-	-	-	8,500,000
	Street Light Improvements	345,000	75,000	-	-	-	-	-	420,000	420,000	4	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,466,905	1,3,7	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	2,300,000	562,981	0	-	1,737,019	-	1,737,019	-	-	-
OLD	SUBTOTAL	\$ 30,558,319	\$ 10,391,000	\$ 14,340,000	\$ 11,940,000	\$ 390,000	\$ 390,000	\$111,265,337	\$ 179,274,656	\$ 107,182,391		\$ 1,420,000	\$ 70,672,265	\$ -	\$ 8,539,521	\$ 7,217,766	\$ 390,000	\$ 390,000
NEW	SUBTOTAL	\$ 30,408,319	\$ 10,391,000	\$ 14,340,000	\$ 11,940,000	\$ 390,000	\$ 390,000	\$111,265,337	\$ 179,124,656	\$ 107,019,391		\$ 1,433,000	\$ 70,672,265	\$ -	\$ 8,539,521	\$ 7,217,766	\$ 390,000	\$ 390,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

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	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
OLD	Adaptive Traffic Signal Upgrade	-	1,000,000	-	-	1,300,000	-	2,600,000	4,900,000	1,000,000	4,7	-	3,900,000	-	-	-	1,300,000	-	2,600,000
NEW	Adaptive Traffic Signal Upgrade	-	1,000,000	-	-	1,300,000	-	2,600,000	4,900,000	1,000,000	4,7	-	3,900,000	-	-	-	1,300,000	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	1,000,000	500,000	1	-	500,000	-	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	375,000	-	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	450,000	-	-	-	-	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	450,000	450,000	450,000	0,4,5	-	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	200,000	-	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,050,000	165,000	165,000	165,000	165,000	165,000	-	1,875,000	590,000	2,4	625,000	660,000	-	165,000	165,000	165,000	165,000	-
	Traffic Signal Preemption Upgrade	-	82,500	82,500	82,500	82,500	82,500	-	412,500	82,500	4	-	330,000	-	82,500	82,500	82,500	82,500	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 2,805,000	\$ 1,247,500	\$ 697,500	\$ 1,147,500	\$ 1,547,500	\$ 247,500	\$ 6,300,000	\$ 13,992,500	\$ 7,977,500		\$ 625,000	\$ 5,390,000	\$ -	\$ 247,500	\$ 247,500	\$ 1,547,500	\$ 247,500	\$ 3,100,000
NEW	SUBTOTAL	\$ 2,805,000	\$ 1,247,500	\$ 697,500	\$ 1,147,500	\$ 1,547,500	\$ 247,500	\$ 6,300,000	\$ 13,992,500	\$ 7,977,500		\$ 625,000	\$ 5,390,000	\$ -	\$ 247,500	\$ 247,500	\$ 1,547,500	\$ 247,500	\$ 3,100,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

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	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,900,000	-	-	-	-	2,900,000	2,900,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	940,000	-	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	1,170,000	-	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	-	1,200,000	1,870,000	1,870,000	2.8	-	-	-	-	-	-	-
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	600,000	-	-	-	-	-	-	600,000	600,000	2.8	-	-	-	-	-	-	-
	Hillside Lane Reconstruction	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,785,000	\$ 2,500,000	\$ 2,900,000	\$ -	\$ 1,170,000	\$ -	\$ 3,544,000	\$ 18,899,000	\$ 18,899,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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12/19/2022

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032						2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	-	-	-	-	11,422,000
	Joint Fire Training Facility	2,013,494	-	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 13,435,494	\$ 2,013,494		\$ -	\$ 11,422,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000	-	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
OLD	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	750,000	-	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
NEW	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	858,811	-	-	-	-	-	858,811	858,811	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	500,000	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	1,600,000	-	-	-	-	1,600,000	1,600,000	8	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion	179,070	-	-	-	-	-	-	179,070	179,070	8	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
OLD	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	650,000	-	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
NEW	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	650,000	-	-	-	-	-	-	650,000	650,000	7	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	950,000	-	-	-	-	950,000		-	950,000	-	950,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	12,000,000	-	-	-	12,000,000		-	12,000,000	-	-	12,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	450,000	-	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park- Retrofit Ballfield and area lighting to LED	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	-	175,000	-	-	-	-	-	175,000	175,000	8	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	860,000	-	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	100,000	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
OLD	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	550,000	-	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
NEW	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	441,189	-	-	-	-	-	-	441,189	441,189	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	225,000	-	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	710,000	75,000	75,000	75,000	75,000	75,000	-	1,085,000	1,085,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	300,000	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	50,000	-	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	7	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	7	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	700,000	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	60,000	-	-	-	60,000	60,000	8	-	-	-	-	-	-	-
	Prairie Trail Park- Design	-	-	-	-	150,000	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Prairie Trail Park - Construction	-	-	-	-	-	1,500,000	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	275,000	-	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	200,000	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility, pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	-	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-
	Tennis Center	400,000	-	12,250,000	-	-	-	-	12,650,000	1,150,000	6	-	11,500,000	-	11,500,000	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	700,000	6,000,000	-	6,700,000	6,700,000	8	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 16,694,070	\$ 2,850,000	\$ 16,350,000	\$ 14,935,000	\$ 1,725,000	\$ 7,975,000	\$ -	\$ 60,529,070	\$ 36,079,070		\$ -	\$ 24,450,000	\$ -	\$ 12,450,000	\$ 12,000,000	\$ -	\$ -
NEW	SUBTOTAL	\$ 16,585,259	\$ 2,958,811	\$ 16,350,000	\$ 14,935,000	\$ 1,725,000	\$ 7,975,000	\$ -	\$ 60,529,070	\$ 36,079,070		\$ -	\$ 24,450,000	\$ -	\$ 12,450,000	\$ 12,000,000	\$ -	\$ -
OLD	GRAND TOTAL GENERAL FUND	\$ 60,855,883	\$ 16,988,500	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 286,130,720	\$ 172,151,455		\$ 2,045,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500
NEW	GRAND TOTAL GENERAL FUND	\$ 60,597,072	\$ 17,097,311	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 285,980,720	\$ 171,988,455		\$ 2,058,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500

*General Obligation Bonds
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- Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Cedarcrest Water Line	-	1,080,000	-	-	-	-	-	1,080,000	-	-	1,080,000	1,080,000	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	755,000	-	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	Forest Vista AC Water Line Decommissioning	-	105,000	-	-	-	-	-	105,000	105,000	2	-	-	-	-	-	-	-	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	3,200,000	0.7	-	-	-	-	-	-	-	
	High Road Water Line Replacement Phase II	3,200,000	-	-	-	-	-	-	3,200,000	-	3,200,000	-	-	-	-	-	-	-	
	Hillside Water Line Connection	340,000	-	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	500,000	0.2	-	1,260,000	-	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	660,000	6,000,000	-	1,500,000	-	1,500,000	9,660,000	1,185,000	0	-	8,475,000	-	5,475,000	-	1,500,000	1,500,000	
	Lakeside Water Reuse - Reuse Waterlines	-	340,000	3,000,000	-	2,000,000	-	12,450,000	17,790,000	451,500	0	-	17,338,500	-	2,888,500	-	2,000,000	12,450,000	
	Lopo Water line Replacement	365,000	-	-	-	-	-	-	365,000	-	365,000	-	-	-	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriess Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morriess Road Water Lines Phase III (Eaton to Waketon Road)	3,500,000	2,785,000	-	-	-	-	-	6,285,000	4,007,000	0.1,2	-	2,278,000	2,278,000	-	-	-	-	
	Morriess Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriess Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	1,710,000	-	-	
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	-	150,000	1,020,000	-	-	-	-	1,170,000	150,000	2	-	1,020,000	-	1,020,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0.7	-	-	-	-	-	-	-	
	Royal Oaks Water Line Replacement Phase I	150,000	1,230,000	-	-	-	-	-	1,380,000	-	150,000	1,230,000	1,230,000	-	-	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	1,230,000	
	Sentinel Oaks Water Line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	500,000	-	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,000,000	264,000	-	-	-	-	-	1,264,000	264,000	2	1,000,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	1,080,000	205,000	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	-	1,350,000	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	5,500,000	2,000,000	-	-	-	-	-	7,500,000	2,610,000	0.2	3,890,000	1,000,000	1,000,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	3,275,000	
	Utility Asset Management & Utility Replacement	1,200,000	300,000	300,000	300,000	300,000	300,000	-	2,700,000	300,000	2	1,200,000	1,200,000	-	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	750,000	50,000	50,000	50,000	50,000	50,000	-	1,000,000	150,000	2	650,000	200,000	-	50,000	50,000	50,000	-	
	Water System Model Update	173,785	6,500	6,500	6,500	6,500	6,500	-	206,285	206,285	0.2	-	-	-	-	-	-	-	
	Water System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	-	-	-	1,560,000	-	1,560,000	150,000	0	-	1,410,000	-	-	-	1,410,000	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	-	1,450,000	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 27,956,405	\$ 9,825,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 151,007,905	\$ 26,379,305		\$ 15,425,000	\$109,203,600	\$ 5,588,000	\$ 10,433,500	\$ 8,292,100	\$ 7,160,000	\$ 1,910,000	\$ 75,820,000

** Project Includes ADA Improvements

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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- 4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	325,000	-	-	-	-	-	-	325,000	325,000	2	-	\$ -	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	200,000	-	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
NEW	Dexter Court Drainage Improvement	-	35,000	-	-	-	-	-	35,000	35,000	2	-	\$ -	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	690,000	-	-	-	-	-	1,900,000	1,900,000	7	-	\$ -	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	-	500,000	-	-	-	-	500,000	-	2	-	\$ 500,000	-	500,000	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Boulevard	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	100,000	400,000	400,000	-	900,000	100,000	2	-	\$ 800,000	-	-	-	400,000	400,000	-
	Range Wood Drive Drainage Improvements	2,410,000	975,000	-	-	-	-	-	3,385,000	3,385,000	1,2	-	\$ -	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Sunset Y-Inlet Replacement	-	-	-	25,000	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	-	50,000	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 4,720,000	\$ 1,665,000	\$ 700,000	\$ 275,000	\$ 450,000	\$ 400,000	\$ -	\$ 8,245,000	\$ 6,945,000		\$ -	\$ 1,300,000	\$ -	\$ 500,000	\$ -	\$ 400,000	\$ 400,000	\$ -
NEW	SUBTOTAL	\$ 4,720,000	\$ 1,700,000	\$ 700,000	\$ 275,000	\$ 450,000	\$ 400,000	\$ 400,000	\$ 8,645,000	\$ 7,345,000		\$ -	\$ 1,300,000	\$ -	\$ 500,000	\$ -	\$ 400,000	\$ 400,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	2,800,000	-	-	2,800,000	-	-	2,800,000	-	-	-	2,800,000	-	-	
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Glen Chester Lift Station Rehabilitation	-	200,000	1,200,000	-	-	-	-	1,400,000	200,000	2	-	1,200,000	-	1,200,000	-	-	-	
New	Hillside Wasterwater Rehabilitation	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
	Inflow-Infiltration/Evaluation and Repair	2,730,000	250,000	250,000	250,000	250,000	250,000	-	3,980,000	580,000	2	2,400,000	1,000,000	-	250,000	250,000	250,000	250,000	
	Lift Station Improvements and Decommissioning Phase III	2,564,500	300,000	-	-	-	-	-	2,864,500	300,000	2	2,564,500	-	-	-	-	-	-	
	Lopo Sewer Line Replacement	340,000	-	-	-	-	-	-	340,000	-		340,000	-	-	-	-	-	-	
	Melody Court Sewer Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	2,155,000	-	-	-	-	-	2,155,000	-		-	2,155,000	2,155,000	-	-	-	-	
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	1,725,000	-	-	-	-	1,725,000	-	-	-	1,725,000	-	-	1,725,000	-	-	
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	6,100,000	5,719,500	0.2	380,500	-	-	-	-	-	-	
	Riverwalk Collector (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	90,000	
	Southside Force Main Extension	-	-	-	2,500,000	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	1,000,000	-	-	
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0,3,5	-	2,900,000	-	-	-	2,900,000	-	
	Southside Pump Upgrade	90,000	-	-	590,000	-	-	-	680,000	390,000	0,5	-	290,000	-	-	290,000	-	-	
	Spring Meadow Lane Sewer Line Replacement	1,540,000	95,000	-	-	-	-	-	1,635,000	95,000	2	1,540,000	-	-	-	-	-	-	
	Sunrise Circle Wastewater Connection	150,000	320,000	-	-	-	-	-	470,000	470,000	2	-	-	-	-	-	-	-	
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	440,000	-	-	-	-	440,000	-		-	440,000	-	440,000	-	-	-	
	Timber Creek Trunk Line (Morris Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morris Road)	-	-	-	550,000	-	-	-	550,000	-		-	550,000	-	-	550,000	-	-	
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	480,000	-	-	-	-	480,000	-		-	480,000	-	480,000	-	-	-	
	Upper Timber Interceptor (Morris Road to One Place Lane)	400,000	-	-	-	-	-	-	4,875,000	5,275,000	2	-	4,875,000	-	-	-	-	4,875,000	
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	430,000	-		-	430,000	-	-	-	430,000	-	
	Wastewater System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	150,000	
	Wastewater System Model Update	243,785	6,500	6,500	6,500	6,500	6,500	-	276,285	276,285	0.2	-	-	-	-	-	-	-	
	Wastewater Treatment Plant Clarifier No. 3 Rehabilitation	-	-	400,000	3,300,000	-	-	-	3,700,000	400,000	2	-	3,300,000	-	-	3,300,000	-	-	
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	
	Wastewater Treatment Plant Primary Treatment Area Expansion	-	400,000	3,300,000	-	-	-	-	3,700,000	400,000	2	-	3,300,000	-	3,300,000	-	-	-	
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000	-	-	-	-	-	-	
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	-	13,000,000	-		-	13,000,000	-	-	-	-	13,000,000	
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	-	1,000,000	-		-	1,000,000	-	-	-	-	1,000,000	
	Wellington Interceptor Improvements	-	-	-	390,000	-	-	-	390,000	-		-	390,000	-	-	390,000	-	-	
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	1,040,000	-	-	-	-	1,040,000	-		-	1,040,000	-	1,040,000	-	-	-	
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
OLD	SUBTOTAL	\$ 27,738,285	\$ 3,876,500	\$ 8,991,500	\$ 7,736,500	\$ 7,536,500	\$ 406,500	\$ 19,405,000	\$ 75,690,785	\$ 13,225,785		\$ 19,900,000	\$ 42,565,000	\$ 2,155,000	\$ 6,860,000	\$ 7,655,000	\$ 6,530,000	\$ 400,000	\$ 18,965,000
NEW	SUBTOTAL	\$ 27,738,285	\$ 4,176,500	\$ 8,991,500	\$ 7,736,500	\$ 7,536,500	\$ 406,500	\$ 19,405,000	\$ 75,990,785	\$ 13,525,785		\$ 19,900,000	\$ 42,565,000	\$ 2,155,000	\$ 6,860,000	\$ 7,655,000	\$ 6,530,000	\$ 400,000	\$ 18,965,000
OLD	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 15,367,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,460,000	\$ 234,943,690	\$ 46,550,090	\$ -	\$ 35,325,000	\$ 153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000
NEWS	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 15,702,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 235,643,690	\$ 47,250,090		\$ 35,325,000	\$ 153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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12/19/2022

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	836,000	1,264,000	-	-	-	-	-	2,100,000	2,100,000	0,1,2,5	-	-	-	-	-	-	-	
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	2,198,000	450,000	2,5	1,148,000	600,000	-	150,000	150,000	150,000	150,000	
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000	
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	31,038,000	26,477,022	0	-	4,560,978	-	-	-	-	4,560,978	
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	6,747,000	-	-	-	-	-	7,057,000	7,057,000	0,1,2	-	-	-	-	-	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	
	FM 2499 at FM 407 Intersection Improvements**	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,900,000	7	-	-	-	-	-	-	-	
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000	
	Karnes Road	-	830,000	-	-	-	-	-	830,000	830,000	7	-	-	-	-	-	-	-	
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	900,000	11,550,000	-	-	-	12,450,000	5,622,234	0,1	-	6,827,766	-	-	6,827,766	-	-	
	Lakeside Parkway Capacity Improvements*	-	1,160,000	8,750,000	-	-	-	-	9,910,000	3,497,498	0	-	6,412,502	-	6,412,502	-	-	-	
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	12,101,000	
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	
	Retaining Wall at the Mound	300,000	75,000	-	-	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-	
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-	
	Roadway Amenities	863,083	90,000	90,000	90,000	90,000	90,000	-	1,313,083	668,083	2,4	285,000	360,000	-	90,000	90,000	90,000	90,000	
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	5,933,000	
	Scenic Road (Walsingham Drive to FM 1171)	-	-	2,000,000	-	-	-	-	2,000,000	2,000,000	2	-	-	-	-	-	-	-	
	Sidewalk Links**	1,561,000	150,000	150,000	150,000	150,000	150,000	-	2,311,000	1,711,000	2,4	-	600,000	-	150,000	150,000	150,000	150,000	
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	8,574,000	74,000	0	-	8,500,000	-	-	-	-	8,500,000	
	Street Light Improvements	345,000	75,000	-	-	-	-	-	420,000	420,000	4	-	-	-	-	-	-	-	
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	7,000,000	
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	2,000,000	
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	2,000,000	
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	
	Waketon Road**	8,466,905	-	-	-	-	-	-	8,466,905	8,466,905	1,3,7	-	-	-	-	-	-	-	
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	800,000	
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	2,300,000	562,981	0	-	1,737,019	-	1,737,019	-	-	-	
	SUBTOTAL	\$ 30,408,319	\$ 10,391,000	\$ 14,340,000	\$ 11,940,000	\$ 390,000	\$ 390,000	\$ 111,265,337	\$ 179,124,656	\$ 107,019,391		\$ 1,433,000	\$ 70,672,265	\$ -	\$ 8,539,521	\$ 7,217,766	\$ 390,000	\$ 390,000	\$ 54,134,978

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SUMMARY OF FIVE YEAR CIP PLAN
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	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Adaptive Traffic Signal Upgrade	-	1,000,000	-	-	1,300,000	-	2,600,000	4,900,000	1,000,000	4,7	-	3,900,000	-	-	-	1,300,000	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	1,000,000	500,000	1	-	500,000	-	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	375,000	-	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	450,000	-	-	-	-	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	450,000	450,000	450,000	0,4,5	-	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	200,000	-	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,050,000	165,000	165,000	165,000	165,000	165,000	-	1,875,000	590,000	2,4	625,000	660,000	-	165,000	165,000	165,000	165,000	-
	Traffic Signal Preemption Upgrade	-	82,500	82,500	82,500	82,500	82,500	-	412,500	82,500	4	-	330,000	-	82,500	82,500	82,500	82,500	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,805,000	\$ 1,247,500	\$ 697,500	\$ 1,147,500	\$ 1,547,500	\$ 247,500	\$ 6,300,000	\$ 13,992,500	\$ 7,977,500		\$ 625,000	\$ 5,390,000	\$ -	\$ 247,500	\$ 247,500	\$ 1,547,500	\$ 247,500	\$ 3,100,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

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	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,900,000	-	-	-	-	2,900,000	2,900,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	940,000	-	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	1,170,000	-	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	-	1,200,000	1,870,000	1,870,000	2,8	-	-	-	-	-	-	-
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	600,000	-	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Hillside Lane Reconstruction	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,785,000	\$ 2,500,000	\$ 2,900,000	\$ -	\$ 1,170,000	\$ -	\$ 3,544,000	\$ 18,899,000	\$ 18,899,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
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	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	-	-	-	11,422,000
	Joint Fire Training Facility	2,013,494	-	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 13,435,494	\$ 2,013,494		\$ -	\$ 11,422,000	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

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	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000	-	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	
	2021-22 Playground Replacements (Peacock Park) **	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	858,811	-	-	-	-	-	858,811	858,811	8	-	-	-	-	-	-	-	
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-	
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	500,000	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-	
	Bakersfield Park Improvements Phase I	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	
	Bakersfield Park Imrovements Phase II	-	-	1,600,000	-	-	-	-	1,600,000	1,600,000	8	-	-	-	-	-	-	-	
	Bakersfield Park - Miracle League Infield Conversion	179,070	-	-	-	-	-	-	179,070	179,070	8	-	-	-	-	-	-	-	
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-	
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	650,000	-	-	-	-	-	-	650,000	650,000	7	-	-	-	-	-	-	-	
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-	
	Dixon Park Improvements (add Pavilion, & Amenities)	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Dunham Master Design	-	-	950,000	-	-	-	-	950,000			-	950,000	-	950,000	-	-	-	
	Dunham Ranch Construction	-	-	-	12,000,000	-	-	-	12,000,000			-	12,000,000	-	-	12,000,000	-	-	
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electicity, new grills, trash receptacles, picnic tables **	450,000	-	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-	
	Gerault Park- Retrofit Ballfield and area lighting to LED	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	
	Glenwick Park - Restroom Addition	-	175,000	-	-	-	-	-	175,000	175,000	8	-	-	-	-	-	-	-	
	Heritage Park Improvements - Utilities, lighting improvements: outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-	
	Hound Mound Parking and Restroom **	860,000	-	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-	
	Individual Park Improvements (Bluebonnet) **	-	-	-	100,000	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	441,189	-	-	-	-	-	-	441,189	441,189	8	-	-	-	-	-	-	-	
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	225,000	-	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-	
	Park and Trail Amenities	710,000	75,000	75,000	75,000	75,000	75,000	-	1,085,000	1,085,000	6,8	-	-	-	-	-	-	-	
	Parks & Recreation Master Plan	-	-	-	-	300,000	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-	
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	50,000	-	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-	
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	7	-	-	-	-	-	-	-	
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	7	-	-	-	-	-	-	-	
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	700,000	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-	
	Prairie Trail Park Master Plan	-	-	-	60,000	-	-	-	60,000	60,000	8	-	-	-	-	-	-	-	
	Prairie Trail Park- Design	-	-	-	-	150,000	-	-	150,000	150,000	8	-	-	-	-	-	-	-	
	Prairie Trail Park - Construction	-	-	-	-	-	1,500,000	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-	
	Shade Fabric Replacement at Various Parks	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	275,000	-	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-	
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	200,000	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-	
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	-	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-	
	Tennis Center	400,000	-	12,250,000	-	-	-	-	12,650,000	1,150,000	6	-	11,500,000	-	11,500,000	-	-	-	
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-	
	Trails Master Plan - Implementation	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000	2,8	-	-	-	-	-	-	-	
	Twin Coves Park - Phase II Design	-	-	-	-	700,000	6,000,000	-	6,700,000	6,700,000	8	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 16,585,259	\$ 2,958,811	\$ 16,350,000	\$ 14,935,000	\$ 1,725,000	\$ 7,975,000	\$ -	\$ 60,529,070	\$ 36,079,070		\$ -	\$ 24,450,000	\$ -	\$ 12,450,000	\$ 12,000,000	\$ -	\$ -	\$ -
	GRAND TOTAL GENERAL FUND	\$ 60,597,072	\$ 17,097,311	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 285,980,720	\$ 171,988,455		\$ 2,058,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500	\$ 68,656,978

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
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 - Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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 - Dedicated Sales Tax
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**TOWN OF FLOWER MOUND
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	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Cedarcrest Water Line	-	1,080,000	-	-	-	-	-	1,080,000	-	-	1,080,000	1,080,000	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	Forest Vista AC Water Line Decommissioning	-	105,000	-	-	-	-	-	105,000	105,000	2	-	-	-	-	-	-	-	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	3,200,000	0.7	-	-	-	-	-	-	-	
	High Road Water Line Replacement Phase II	3,200,000	-	-	-	-	-	-	3,200,000	-	-	3,200,000	-	-	-	-	-	-	
	Hillside Water Line Connection	340,000	-	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	500,000	0.2	-	1,260,000	-	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	660,000	6,000,000	-	1,500,000	-	1,500,000	9,660,000	1,185,000	0	-	8,475,000	-	5,475,000	-	1,500,000	1,500,000	
	Lakeside Water Reuse - Reuse Waterlines	-	340,000	3,000,000	-	2,000,000	-	12,450,000	17,790,000	451,500	0	-	17,338,500	-	2,888,500	-	2,000,000	12,450,000	
	Lopo Water line Replacement	365,000	-	-	-	-	-	-	365,000	-	-	365,000	-	-	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	620,000	-	-	-	
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	3,500,000	2,785,000	-	-	-	-	-	6,285,000	4,007,000	0.1,2	-	2,278,000	2,278,000	-	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	1,710,000	-	-	
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	-	150,000	1,020,000	-	-	-	-	1,170,000	150,000	2	-	1,020,000	-	1,020,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0.7	-	-	-	-	-	-	-	
	Royal Oaks Water Line Replacement Phase I	150,000	1,230,000	-	-	-	-	-	1,380,000	-	-	150,000	1,230,000	1,230,000	-	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	1,230,000	
	Sentinel Oaks Water Line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	-	500,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	-	790,000	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,000,000	264,000	-	-	-	-	-	1,264,000	264,000	2	1,000,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	1,080,000	205,000	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	-	1,350,000	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	5,500,000	2,000,000	-	-	-	-	-	7,500,000	2,610,000	0.2	3,890,000	1,000,000	1,000,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	3,275,000	
	Utility Asset Management & Utility Replacement	1,200,000	300,000	300,000	300,000	300,000	300,000	-	2,700,000	300,000	2	1,200,000	1,200,000	-	300,000	300,000	300,000	300,000	
	Water System Leak Detection & Repair	750,000	50,000	50,000	50,000	50,000	50,000	-	1,000,000	150,000	2	650,000	200,000	-	50,000	50,000	50,000	-	
	Water System Model Update	173,785	6,500	6,500	6,500	6,500	6,500	-	206,285	206,285	0.2	-	-	-	-	-	-	-	
	Water System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	-	-	-	1,560,000	-	1,560,000	150,000	0	-	1,410,000	-	-	-	1,410,000	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	1,450,000	-	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 27,956,405	\$ 9,825,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 151,007,905	\$ 26,379,305		\$ 15,425,000	\$ 109,203,600	\$ 5,588,000	\$ 10,433,500	\$ 8,292,100	\$ 7,160,000	\$ 1,910,000	\$ 75,820,000

**** Project Includes ADA Improvements**

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 1
12/19/2022

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032						2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	325,000	-	-	-	-	-	-	325,000	325,000	2	-	\$ -	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	200,000	-	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Dexter Court Drainage Improvement	-	35,000	-	-	-	-	-	35,000	35,000	2	-	\$ -	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	690,000	-	-	-	-	-	1,900,000	1,900,000	7	-	\$ -	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	-	500,000	-	-	-	-	500,000	-	2	-	\$ 500,000	-	500,000	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Boulevard	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	100,000	400,000	400,000	-	900,000	100,000	2	-	\$ 800,000	-	-	-	400,000	400,000	-
	Range Wood Drive Drainage Improvements	2,410,000	975,000	-	-	-	-	-	3,385,000	3,385,000	1,2	-	\$ -	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Sunset Y-Inlet Replacement	-	-	-	25,000	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	-	50,000	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-	-
	SUBTOTAL	\$ 4,720,000	\$ 1,700,000	\$ 700,000	\$ 275,000	\$ 450,000	\$ 400,000	\$ 400,000	\$ 8,645,000	\$ 7,345,000		\$ -	\$ 1,300,000	\$ -	\$ 500,000	\$ -	\$ 400,000	\$ 400,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 1
12/19/2022

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	2,800,000	-	-	2,800,000	-	-	2,800,000	-	-	-	2,800,000	-	-	
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Glen Chester Lift Station Rehabilitation	-	200,000	1,200,000	-	-	-	-	1,400,000	200,000	2	-	1,200,000	-	1,200,000	-	-	-	
	Hillside Wasterwater Rehabilitation	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
	Inflow-Infiltration/Evaluation and Repair	2,730,000	250,000	250,000	250,000	250,000	250,000	-	3,980,000	580,000	2	2,400,000	1,000,000	-	250,000	250,000	250,000	-	
	Lift Station Improvements and Decommissioning Phase III	2,564,500	300,000	-	-	-	-	-	2,864,500	300,000	2	2,564,500	-	-	-	-	-	-	
	Lopo Sewer Line Replacement	340,000	-	-	-	-	-	-	340,000	-	-	340,000	-	-	-	-	-	-	
	Melody Court Sewer Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	2,155,000	-	-	-	-	-	2,155,000	-	-	2,155,000	2,155,000	-	-	-	-	-	
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	1,725,000	-	-	-	-	1,725,000	-	-	1,725,000	-	-	1,725,000	-	-	-	
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	6,100,000	5,719,500	0.2	380,500	-	-	-	-	-	-	
	Riverwalk Collector (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	90,000	
	Southside Force Main Extension	-	-	-	2,500,000	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	1,000,000	-	-	
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	2,900,000	-	
	Southside Pump Upgrade	90,000	-	-	590,000	-	-	-	680,000	390,000	0.5	-	290,000	-	-	290,000	-	-	
	Spring Meadow Lane Sewer Line Replacement	1,540,000	95,000	-	-	-	-	-	1,635,000	95,000	2	1,540,000	-	-	-	-	-	-	
	Sunrise Circle Wastewater Connection	150,000	320,000	-	-	-	-	-	470,000	470,000	2	-	-	-	-	-	-	-	
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	440,000	-	-	-	-	440,000	-	-	-	440,000	-	440,000	-	-	-	
	Timber Creek Trunk Line (Morris Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-	-	875,000	-	-	-	-	-	-	
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morris Road)	-	-	-	550,000	-	-	-	550,000	-	-	-	550,000	-	-	550,000	-	-	
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	480,000	-	-	-	-	480,000	-	-	-	480,000	-	480,000	-	-	-	
	Upper Timber Interceptor (Morris Road to One Place Lane)	400,000	-	-	-	-	-	4,875,000	5,275,000	400,000	2	-	4,875,000	-	-	-	-	4,875,000	
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	430,000	-	-	-	430,000	-	-	-	430,000	-	
	Wastewater System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	150,000	
	Wastewater System Model Update	243,785	6,500	6,500	6,500	6,500	6,500	-	276,285	276,285	0.2	-	-	-	-	-	-	-	
	Wastewater Treatment Plant Clarifier No. 3 Rehabilitation	-	-	400,000	3,300,000	-	-	-	3,700,000	400,000	2	-	3,300,000	-	-	3,300,000	-	-	
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	
	Wastewater Treatment Plant Primary Treatment Area Expansion	-	400,000	3,300,000	-	-	-	-	3,700,000	400,000	2	-	3,300,000	-	3,300,000	-	-	-	
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-	
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	-	13,000,000	-	-	-	13,000,000	-	-	-	-	13,000,000	
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	-	1,000,000	-	-	-	-	1,000,000	
	Wellington Interceptor Improvements	-	-	-	390,000	-	-	-	390,000	-	-	-	390,000	-	-	390,000	-	-	
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	1,040,000	-	-	-	-	1,040,000	-	-	-	1,040,000	-	1,040,000	-	-	-	
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 27,738,285	\$ 4,176,500	\$ 8,991,500	\$ 7,736,500	\$ 7,536,500	\$ 406,500	\$ 19,405,000	\$ 75,990,785	\$ 13,525,785		\$ 19,900,000	\$ 42,565,000	\$ 2,155,000	\$ 6,860,000	\$ 7,655,000	\$ 6,530,000	\$ 400,000	\$ 18,965,000
	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 15,702,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 235,643,690	\$ 47,250,090		\$ 35,325,000	\$ 153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000

*General Obligation Bonds

** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
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TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Lynda Bolitho, Director of HR

ITEM: 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 effective January 22, 2023.

BACKGROUND: The Town's Personnel and Administrative Regulations Manual (PARM) governs the standards by which each employee is held accountable during their employment with the Town. According to the Town Charter, the Town Manager shall "prepare personnel rules subject to the approval of the Council." {Town Charter, Article IV, § 4.02.03 (7)}

The proposed revision will revise the work week definition for firefighter shift personnel pursuant to the Fair Labor Standards act Section 207k, allowing for a 136-hour work schedule within an 18-day work cycle. This schedule will improve morale, increase productivity, and provide scheduling flexibility in order to ensure adequate coverage of fire operations. This change will become effective January 22, 2023, allowing the Accounting Division/Payroll adequate time to change over the payroll system to accommodate this change.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Town Council may choose not to change the current policy. Firefighter shift personnel will continue to be subject to the existing policy.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. PARM Title I Chapter 1 General Provision redlined 01222023
2. PARM Title I Chapter 1 General Provision clean 01222023
3. PARM Title I Chapter 3 Wage and Salary Administration redline 01222023
4. PARM Title I Chapter 3 Wage and Salary Administration clean 01222023

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

TOWN OF FLOWER MOUND
TITLE I
PERSONNEL REGULATIONS

CHAPTER 1 GENERAL PROVISIONS

1.01 Objectives

The purpose of these personnel regulations is to create a high degree of understanding, cooperation, efficiency and unity, all of which come through the systematic application of established procedures in personnel management and administration; and to provide a uniform policy for all employees, with all the benefits such a program ensures.

This manual is designed to provide information regarding working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the manual. It describes many responsibilities as an employee and outlines the programs developed by the Town to benefit employees.

No employee manual can anticipate every circumstance or question about policy. As the Town continues to grow and as the need may arise, the Town reserves the right to revise, supplement, or rescind any policies or portion of the manual from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is the "at-will" employment policy permitting the employee or the Town to end the employment relationship for any reason at any time. Any future changes to the manual shall be communicated to employees through official notices.

The fundamental objectives of these rules and regulations are:

- A. To promote and increase efficiency, responsiveness to the public, and economy in the service of the Town;
- B. To develop a program of recruitment, advancement, and tenure which shall make service to the Town attractive as a career and shall encourage each

- employee to render his best services to the Town;
- C. To establish and maintain an equitable and uniform plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the Town and to reward meritorious service;
 - D. To establish and promote high morale among Town employees by providing a good working environment, uniform personnel policies, and opportunity for advancement;
 - E. To endeavor to comply with all applicable statutes and regulations, including all confidentiality and security safeguards set forth in the Texas Public Information Act, as amended, and the federal Privacy Act of 1974, as amended.
 - F. To provide an attractive, efficient, and safe environment by maintaining good physical working conditions and a planned safety program;
 - G. To regard planned training, continuing education, and staff development activities as an investment for the mutual benefit of employees and the Town;
 - H. To communicate freely, and to encourage communication from and among all employees;
 - I. To provide a work environment that is conducive to both personal and professional growth; and
 - J. To safeguard any employee's right to be treated with respect, dignity, equity and fairness; where provided, the right to appeal any violation of these rights; and to assure the right of employees to present grievances through appropriate channels.

1.02 Statement of At-Will Employment

Employment with the Town of Flower Mound is on an “at-will” basis. The employee may quit and the Town may terminate the employee at any time, for any non-discriminatory reason or for no reason. The provisions of these Policies are not intended

to create a contract of employment, and no agreement or promise regarding an employee's terms or conditions of employment is binding on the Town. The Town has the right to change the policies at any time without prior notice. No contrary verbal representation or statement of an employee's terms and conditions of employment is binding upon the Town.

1.03 Equal Employment Opportunity Statement

As the governmental unit established to serve all of the citizens of the Town of Flower Mound, the Town of Flower Mound, Texas recognizes that it is in the best interest of efficiency, effectiveness, and equity within its municipal operations to ensure that all of its citizens and employees are allowed to make the greatest contribution of which they are capable to their municipal government. In striving toward this end, the Town recognizes and readily accepts its legal and moral responsibility to uphold the Constitution and laws of the United States of America and the State of Texas. It is with the expressed intent of fulfilling this responsibility that the Town of Flower Mound, Texas, hereby adopts the following Equal Employment Opportunity Policy Statement:

- A. Equal opportunity in employment shall be provided to all persons.
- B. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures, or any other aspect of employment or personnel management because of political or religious opinions or affiliations, or because of race, color, age, gender, national origin, disability, or other unlawful basis is prohibited.
- C. Unlawful discrimination on the basis of age, race, gender, color, national origin, religion, or disability is prohibited in the enforcement of these policies.
- D. Derogatory language against or about any person's age, race, gender, color, national origin, religion, or disability is prohibited.

- E. Retaliation, intimidation, coercion, or harassment against any applicant for employment or employee who may file a grievance under this policy and/or who may file a grievance in accordance with existing statutory rights of appeal to appropriate governmental authorities is prohibited.
- F. Any employee who violates the prohibitions, or the letter or spirit, of this policy shall be subject to disciplinary action, up to and including dismissal.

1.04 Motivation and Knowledge of Employees

Every employee in Town service should understand that he is working for the public. It is the goal of the Town to constantly develop more effective and efficient means to serve its citizens; as such, each employee should have a thorough knowledge of his job and should possess a respect for his work. He should have knowledge of the relation of his job to other employees and to the entire Town organization.

1.05 Applicability

These rules and regulations shall apply to all employees unless superseded by the state and federal constitutions, state and federal legislation and/or regulations, Town charter or Town code. Failure to comply with these Policies may result in appropriate disciplinary action. All Town employees are charged with the responsibility of being thoroughly familiar with all provisions of these Personnel Regulations.

Elected officials, the Town Attorney, any Judges of the Municipal Court, members of appointed boards and commissions, persons employed under contract, and personnel appointed to serve without pay shall not be considered Town employees for purposes of these Regulations.

1.06 Dissemination

All Town employees shall be provided a copy of these Regulations and each department shall keep at least one copy available for reference by its employees.

1.07 Departmental Rules/Policies

Because of the variety of services performed by the Town, it may be necessary for individual departments to establish codes of conduct, rules and regulations, and policies and procedures to accomplish departmental responsibilities. All such departmental rules/policies may be more restrictive, but not less restrictive than these Regulations. An employee who violates departmental code of conduct, rules, policy or procedure is subject to disciplinary action.

1.08 Authority and Responsibility

The Town Manager may revise or amend these Regulations, within the law, to the extent deemed necessary by the Town Manager in order to more effectively and efficiently promote the interest of the Town and its employees. The Human Resources Division, upon approval of the Town Manager, is authorized and directed to develop and implement necessary procedures for the efficient administration of these Regulations.

With the exception of matters reserved to the Town Council, the general and final authority for personnel administration rests with the Town Manager. Each Department Head is responsible for enforcing the provisions of these Regulations. Town employees are responsible for complying with and adhering to these Regulations and for conforming to the directions provided by departmental management in the fulfillment of these Regulations.

1.09 Reservation of Authority

The Town reserves the authority to modify, revoke, interpret, or terminate any or all of the rules and regulations specified in these Personnel Regulations, in whole or in part, at any time, with or without notice. The issuance of these Personnel Regulations does not constitute an express or implied contract between the Town and its employees. Town supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the Town which are not consistent with these Personnel Regulations.

1.10 Date of Adoption

These Personnel Regulations are effective immediately upon approval by the Town Council.

1.11 Definitions

G. Any reference to any person in these Regulations by use of the masculine gender is for purposes of grammatical clarity only, and shall not be construed to exclude the feminine gender.

H. Titles utilized herein shall not govern, limit, modify, or affect the scope of meaning or intent of any provision.

I. As used in these Policies Regulations, time periods of eight (8) hours shall be equivalent to twelve (12) hours for Fire Department personnel.

J. Any provision contained herein that is found or determined to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.

K. The words and terms used in these Personnel Regulations shall have the meaning indicated as follows: (unless the context in which the word is used clearly indicates otherwise):

ADDRESS means the street and number, city, state, and zip code of a residence and/or the post office box mailing address, if applicable.

ADMINISTRATIVE LEAVE means an authorized absence with pay.

ANNIVERSARY DATE means the month and date at which one (1) year or additional years of employment with the Town is attained by a regular full-time or part-time employee.

BASE PAY means an employee's salary excluding longevity pay, incentive pay, premium pay, overtime pay and any other additional compensation.

CONTINUOUS SERVICE means employment with the Town uninterrupted by leave of absence without pay or separation from Town service.

CONTRACT EMPLOYEE means an employee who has contracted with the Town

to perform a specific task at a set rate of compensation.

DEMOTION means an assignment of an employee from a position in one classification to a position in another classification having a lower pay grade.

DEPARTMENT means a major functional unit of Town government.

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EMPLOYEE means any person employed and paid a salary or wages by the Town, and includes a person employed on a temporary or part-time basis, but does not include an independent contractor, contract employee, the Municipal Court Judge, the Town Attorney, a member of an appointed Board or Commission, or a member of the Town Council.

EXEMPT EMPLOYEE means any employee who occupies an executive, administrative, or professional position as defined by the Fair Labor Standards Act.

FULL-TIME EMPLOYEE means any employee scheduled to work forty (40) hours or more per work week.

GRADE means a division of a salary and classification schedule with specified rates and/or ranges of pay into which a job or position is classified according to such factors as level of difficulty, responsibility, and others—criteria.

JOB means a collection of tasks, duties and responsibilities regularly assigned to and performed by an individual, or individuals when the magnitude of the job is such that it cannot be performed by one person.

JOB CLASSIFICATION means all positions, regardless of departmental location, that are sufficiently alike in duties and responsibilities to:

1. Be called by the same descriptive title;

2. Be accorded the same pay scale under like conditions; and/or
3. Require substantially the same education, experience, and skills.

LEAVE WITHOUT PAY means an authorized temporary absence without pay.

MANUAL means these Personnel Regulations.

MERIT means character or conduct deserving reward, honor, or esteem.

MILITARY LEAVE means any authorized absence of an employee for active or reserve duty or training in the United States armed forces.

MODIFIED DUTY ASSIGNMENT means a temporary reassignment of an employee with an illness, injury, or medical condition to duties that can be performed within the limitations of the employee's medical condition.

MONTH means one (1) calendar month.

MOTOR VEHICLE ACCIDENT means an incident involving a motor vehicle in which there is either a fatality, any property damage, an injury treated immediately and/or away from the scene, or a vehicle is required to be towed, due to disabling damage, from the scene.

NON-EXEMPT EMPLOYEE means any employee who does not occupy an executive, administrative, or professional position as defined by the Fair Labor Standards Act.

PART-TIME EMPLOYEE means any employee scheduled to work less than forty (40) hours per work period.

PHYSICIAN OR LICENSED PHYSICIAN means any physician licensed by the Texas State Board of Medical Examiners.

PROMOTION means an assignment of an employee from a position of one classification to a position in another classification having a higher pay grade.

REDUCTION IN FORCE means a separation from Town service because of a shortage of funds or materials, elimination of a position, or other reasons beyond the control of an employee and not reflecting discredit upon him.

REGULAR EMPLOYEE means an employee who is either full-time or part-time and is non-seasonal and non-temporary.

REGULATIONS mean these Personnel Regulations.

RESIDENCE means the actual place of abode of an employee.

RETIREMENT DATE means the first day an eligible employee becomes entitled to receive retirement benefits.

SECONDARY EMPLOYMENT means any business, trade, occupation, or profession performed for any entity other than the Town, including self-employment.

SEPARATION means a voluntary or involuntary cessation of employment with the Town.

SERIOUS HEALTH CONDITION means an illness, injury, impairment, or physical or mental condition involving inpatient care or continuing treatment by a health care provider.

SUPERVISOR means any person responsible to a superior for directing the work of others.

SUSPENSION means an involuntary discontinuance of pay for a specified period of time.

TEMPORARY EMPLOYEE means any employee appointed to any of the following:

1. An assignment or job scheduled to last less than six (6) months;
2. A position funded under a federal employment and training program as a participant meeting federal eligibility requirements, but not including administrative or staff positions;
3. A cooperative work-study program with an educational institution;
4. A seasonal position, even though the assignment may last more than six (6) months;
5. Any assignment of less than a full calendar year, which is repeated from year to year, even though the assignment may last more than six (6) months, or
6. A position which, by Town policy and practice, is intended to give introductory work experience to a person preparing for entry into the work force.

TERMINATION means a disciplinary cessation of employment with the Town.

TOWN means the Town of Flower Mound, Texas.

TRANSFER means any change of an employee from one position to another position in a classification having the same pay grade.

WORK DAY OR WORKING DAY means any one shift during which a department is open for business or on which an employee is scheduled to work.

WORK WEEK means a fixed, recurring period as follows:

1. 40 hours per week, which is defined as Sunday 12:01 a.m. to Saturday 11:59 p.m., for regular full-time employees;
2. 53 hours per week average, and 136 hours over an 18-day cycle ~~204 hours over a 27-day cycle~~ for firefighter shift personnel; and
3. 80-hour work schedule within a 14-day work cycle for non-exempt police patrol personnel pursuant to Section 142.0015(j) of the Texas Local Government Code.
4. 80-hour work schedule within 14-day work cycle for non-exempt detention services personnel pursuant to the Fair Labor Standards Act, Section 207k.

TOWN OF FLOWER MOUND

TITLE I

PERSONNEL REGULATIONS

CHAPTER 1 GENERAL PROVISIONS

1.01 Objectives

The purpose of these personnel regulations is to create a high degree of understanding, cooperation, efficiency and unity, all of which come through the systematic application of established procedures in personnel management and administration; and to provide a uniform policy for all employees, with all the benefits such a program ensures.

This manual is designed to provide information regarding working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the manual. It describes many responsibilities as an employee and outlines the programs developed by the Town to benefit employees.

No employee manual can anticipate every circumstance or question about policy. As the Town continues to grow and as the need may arise, the Town reserves the right to revise, supplement, or rescind any policies or portion of the manual from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is the "at-will" employment policy permitting the employee or the Town to end the employment relationship for any reason at any time. Any future changes to the manual shall be communicated to employees through official notices.

The fundamental objectives of these rules and regulations are:

- A. To promote and increase efficiency, responsiveness to the public, and economy in the service of the Town;
- B. To develop a program of recruitment, advancement, and tenure which shall make service to the Town attractive as a career and shall encourage each

employee to render his best services to the Town;

- C. To establish and maintain an equitable and uniform plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the Town and to reward meritorious service;
- D. To establish and promote high morale among Town employees by providing a good working environment, uniform personnel policies, and opportunity for advancement;
- E. To endeavor to comply with all applicable statutes and regulations, including all confidentiality and security safeguards set forth in the Texas Public Information Act, as amended, and the federal Privacy Act of 1974, as amended.
- F. To provide an attractive, efficient, and safe environment by maintaining good physical working conditions and a planned safety program;
- G. To regard planned training, continuing education, and staff development activities as an investment for the mutual benefit of employees and the Town;
- H. To communicate freely, and to encourage communication from and among all employees;
- I. To provide a work environment that is conducive to both personal and professional growth; and
- J. To safeguard any employee's right to be treated with respect, dignity, equity and fairness; where provided, the right to appeal any violation of these rights; and to assure the right of employees to present grievances through appropriate channels.

1.02 Statement of At-Will Employment

Employment with the Town of Flower Mound is on an "at-will" basis. The employee may quit and the Town may terminate the employee at any time, for any non-discriminatory reason or for no reason. The provisions of these Policies are not intended

to create a contract of employment, and no agreement or promise regarding an employee's terms or conditions of employment is binding on the Town. The Town has the right to change the policies at any time without prior notice. No contrary verbal representation or statement of an employee's terms and conditions of employment is binding upon the Town.

1.03 Equal Employment Opportunity Statement

As the governmental unit established to serve all of the citizens of the Town of Flower Mound, the Town of Flower Mound, Texas recognizes that it is in the best interest of efficiency, effectiveness, and equity within its municipal operations to ensure that all of its citizens and employees are allowed to make the greatest contribution of which they are capable to their municipal government. In striving toward this end, the Town recognizes and readily accepts its legal and moral responsibility to uphold the Constitution and laws of the United States of America and the State of Texas. It is with the expressed intent of fulfilling this responsibility that the Town of Flower Mound, Texas, hereby adopts the following Equal Employment Opportunity Policy Statement:

- A. Equal opportunity in employment shall be provided to all persons.
- B. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures, or any other aspect of employment or personnel management because of political or religious opinions or affiliations, or because of race, color, age, gender, national origin, disability, or other unlawful basis is prohibited.
- C. Unlawful discrimination on the basis of age, race, gender, color, national origin, religion, or disability is prohibited in the enforcement of these policies.
- D. Derogatory language against or about any person's age, race, gender, color, national origin, religion, or disability is prohibited.

- E. Retaliation, intimidation, coercion, or harassment against any applicant for employment or employee who may file a grievance under this policy and/or who may file a grievance in accordance with existing statutory rights of appeal to appropriate governmental authorities is prohibited.
- F. Any employee who violates the prohibitions, or the letter or spirit, of this policy shall be subject to disciplinary action, up to and including dismissal.

1.04 Motivation and Knowledge of Employees

Every employee in Town service should understand that he is working for the public. It is the goal of the Town to constantly develop more effective and efficient means to serve its citizens; as such, each employee should have a thorough knowledge of his job and should possess a respect for his work. He should have knowledge of the relation of his job to other employees and to the entire Town organization.

1.05 Applicability

These rules and regulations shall apply to all employees unless superseded by the state and federal constitutions, state and federal legislation and/or regulations, Town charter or Town code. Failure to comply with these Policies may result in appropriate disciplinary action. All Town employees are charged with the responsibility of being thoroughly familiar with all provisions of these Personnel Regulations.

Elected officials, the Town Attorney, any Judges of the Municipal Court, members of appointed boards and commissions, persons employed under contract, and personnel appointed to serve without pay shall not be considered Town employees for purposes of these Regulations.

1.06 Dissemination

All Town employees shall be provided a copy of these Regulations and each department shall keep at least one copy available for reference by its employees.

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2. 53 hours per week average, and 136 hours over an 18-day cycle for firefighter shift personnel; and
3. 80-hour work schedule within a 14-day work cycle for non-exempt police patrol personnel pursuant to Section 142.0015(j) of the Texas Local Government Code.
4. 80-hour work schedule within 14-day work cycle for non-exempt detention services personnel pursuant to the Fair Labor Standards Act, Section 207k.

CHAPTER 3 CLASSIFICATION AND SALARY ADMINISTRATION

3.01 Classification and Compensation Plan

The classification and compensation plan shall be periodically reviewed and may be revised by the Human Resources Division to reflect changing competitive positions and economic conditions, and shall be submitted to the Town Manager and Town Council for approval. The provisions of the adopted Classification and Compensation Plan shall be outlined in the fiscal year budget.

3.02 Official Titles

Official titles shall be used in all personnel matters. Working or functional titles may be used upon approval of the Department Head and the Human Resources Division.

3.03 Salary Rates

In order to keep Town salary rates current, uniform, and equitable, the Town Manager or Human Resources Division may prepare an annual analysis of prevailing salaries for similar positions in the Town's competitive labor market, taking into account the variables which may be pertinent in establishing salaries or recommending changes to existing salary rates. The Town Manager may recommend whatever adjustments or revisions, including cost-of-living adjustments that may be necessary in order to maintain both the internal and external integrity of the salary rate structure.

3.04 Administration of Classification and Compensation Plan

Salary changes shall be administered in accordance with the following rules:

- A. New Hires: A new employee shall normally be compensated at the minimum pay of the approved pay grade. In exceptional circumstances, hiring above minimum pay may be authorized by the Town Manager.
- B. Promotions: A newly promoted employee shall ordinarily be compensated at the minimum pay of the approved grade which would provide an increase in pay over that received in the

previous classification in accordance with the current pay plan policy. If the minimum pay of the approved grade is equal to, or less than, the employee's current salary, the employee should receive compensation that would provide an increase in pay over his salary in the previous classification. The employee shall retain his original anniversary date for consideration of future pay increases.

- C. Transfers: An employee being laterally transferred to a job within the same Job Family Classification and the same Pay Grade shall continue to receive the same salary.
- D. Maximum Pay: No employee shall be paid more than the maximum rate of his pay grade unless the employee was earning that amount prior to the adoption of the annual Classification and Compensation Plan. An employee, who is at or above the maximum pay rate, shall be frozen at his current pay until the ranges catch up with his salary through job market adjustments. However, the employee shall receive a lump sum payment, if he is eligible for an increase commensurate with the Town's pay system. The salary pay ranges in the Town's pay plans shall be reviewed annually on a rotating basis.
- E. Demotion: An employee voluntarily or involuntarily demoted for any reason shall be compensated as administratively determined. A demotion shall not fall below the minimum rate or above the maximum rate for the pay grade of the new job.
- F. Acting Status: An employee may be assigned to an acting status position on a short-term basis, when he is assigned duties of another position, typically during a vacation leave period. An employee who has been assigned to an acting status position shall not receive additional compensation.
- G. Interim Status: An employee may be temporarily assigned to an interim status position in the event of a vacancy, newly created position or extended disability or illness of another employee. An

employee who has been assigned to an interim status position shall receive additional compensation, as administratively determined.

3.05 Reclassification of Positions

The Town Manager, Department Head or Division Head may recommend to the Human Resources Division a reclassification of any position where a change in character of the position (e.g. duties, responsibilities, authorities, level of supervision or qualifications) or a study of related positions within or outside of the Town organization, suggests a change is warranted. Unless otherwise approved by the Town Manager, reclassification requests shall be submitted in conjunction with departmental budget requests. No reclassification shall occur for the purpose of circumventing regulations, rules or procedures relating to demotion or promotion. The employee's anniversary date shall remain the same. All reclassifications must be approved by the Town Manager.

3.06 Salary Increases

Eligibility for compensation and pay increases shall be contained in the Classification and Compensation Plan, which is included in the Town's annual budget. The Classification and Compensation Plan is periodically reviewed and may be revised in the annual budget.

3.07 Reduction in Salary

Department Heads, with approval of the Town Manager, may reduce the salary of any employee at any time for non-discriminatory reasons. No reduction in salary shall deprive an employee of consideration for salary increases at a later date.

3.08 Regular Rate of Pay

An employee's regular rate of pay includes the employee's base salary, longevity pay, incentive pay and premium pay, as applicable.

3.09 Compensation of Temporary and Part-Time Employees

An employee who regularly works less than the established hours of full-time employment for each month may be paid by the hour or pursuant to a wage scale proportional to the amount of time worked.

3.10 Overtime (Excluding Firefighter Shift Personnel, Police Patrol Personnel, and Exempt Personnel)

- A. Non-exempt personnel may be required to work hours in excess of their official established hours when necessary as determined by departmental management. Specific extra work assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work extra hours, and may be subject to disciplinary action for failing to stay or report for such hours.
- B. Employees performing work at any time, other than scheduled working hours, including taking work home, is strictly forbidden unless authorized in writing by the employee's supervisor. Prior to working on such occasions, employees must verify such hours with their supervisors to make certain that overtime is, or will be, authorized. Employees shall not perform work for the Town outside their regular scheduled work hours on a voluntary basis.
- C. Non-exempt employees receiving overtime pay shall be compensated for such overtime hours at the rate of one and one-half (1 ½) times their regular rate of pay for hours physically worked in excess of forty (40) hours per work week, with time rounded to the nearest quarter of an hour. Any time less than one quarter hour shall not be compensable.
- D. Holiday, Bereavement, Jury and Military leave are the only types of leave considered to be "hours physically worked" for

purposes of calculating overtime. An employee who is on vacation leave when called back to work shall have all hours physically worked credited against the vacation leave hours submitted for that work week, and shall be paid for all hours worked and vacation hours used at his regular rate of pay.

- E. Non-exempt employees may elect to receive compensatory time off for such overtime hours in lieu of overtime pay at the rate of one and one-half (1½) times the number of overtime hours for hours physically worked in excess of forty (40) hours (rounded to one quarter hour) in the work week. Non-exempt employees may accrue up to a maximum of eighty (80) hours of compensatory time, and all compensatory time earned must be reported on time sheets. Compensatory time leave shall be given within a reasonable amount of time so long as it is approved by the Department or Division Head in advance. After the employee has accrued the maximum compensatory time and not used it as leave, all overtime accrued above the maximum must be paid. Accrued balances of compensatory time at separation from employment must be paid at a rate not less than the average rate received by the employee over the last three years of employment or his final rate of pay, whichever is higher.
- F. The Human Resources Division is responsible for determining the exempt/non-exempt status of positions in accordance with guidelines established by the Fair Labor Standards Act.

3.11 Overtime for Firefighter Shift Personnel and Police Patrol Personnel

Firefighter shift and police patrol personnel have special provisions for overtime pursuant to Section 207(k) of the Fair Labor Standards Act and Texas law. All such rules shall be consistent with the Fair Labor Standards Act and applicable Texas law.

- A. Non-exempt personnel may be required to work hours in excess of their official established hours when necessary as determined

by departmental management. Specific extra work assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work extra hours, and may be subject to disciplinary action for failing to stay or report for such hours.

- B. Employees performing work at any time, other than scheduled working hours, including taking work home, is strictly forbidden unless authorized in writing by the employee's supervisor. Prior to working on such occasions, employees must verify such hours with their supervisors to make certain that overtime is, or will be, authorized. Employees shall not perform work for the Town outside their regular scheduled work hours on a voluntary basis.
- C. Pursuant to Section 142.0015(j) of the Texas Local Government Code, a work period for non-exempt police patrol personnel is defined as 80 hours within a fourteen (14) day work cycle. Any time less than one quarter hour is not compensable.
- D. In accordance with FLSA Section 207(k), a fire protection work period is defined as 204 136 hours within a 27 18 consecutive day period. Non-exempt firefighter shift employees shall be compensated for such overtime hours at the rate of one and one-half (1 ½) times their normal rate of pay for hours physically worked in excess of 204 136 hours per work period, with time rounded to the nearest one quarter of an hour. Any time less than one quarter hour is not compensable.
- E. Holiday, Bereavement, Jury and Military leave are the only types of leave considered to be "hours physically worked" for purposes of calculating overtime. An employee who is on vacation leave when called back to work shall have all hours physically worked credited against the vacation leave hours

submitted for that work period, and shall be paid for all hours worked and vacation hours used at his regular rate of pay.

- F. Non-exempt police patrol employees who are on an 80-hour work period schedule may elect to receive compensatory time off for such overtime hours in lieu of overtime pay at the rate of one and one-half ($1 \frac{1}{2}$) times the number of overtime hours for hours physically worked in excess of eighty (80) hours in a work period (rounded to one quarter hour). Non-exempt police patrol employees who are on a 40-hour work week schedule may elect to receive compensatory time off for such overtime hours in lieu of overtime pay at the rate of one and one-half ($1 \frac{1}{2}$) times the number of overtime hours for hours physically worked in excess of forty (40) hours in a work week (rounded to one quarter hour). Non-exempt police patrol employees may accrue up to a maximum of eighty (80) hours of compensatory time. All compensatory time earned must be reported on time sheets. Compensatory time leave shall be given within a reasonable amount of time so long as it is approved by the Department or Division Head in advance. After the employee has accrued the maximum compensatory time and not used it as leave, all overtime accrued above the maximum must be paid. Accrued balances of compensatory time at separation from employment must be paid at a rate not less than the average rate received by the employee over the last three years of employment or his final rate of pay, whichever is higher.

3.12 On-Call and Call-Backs

- A. On-call is all time after regularly scheduled working hours when a non-exempt employee is designated to be available for call-back. According to the FLSA, an employee required to remain on-call on Town premises or so close to the premises that the

employee cannot use the time effectively for his own purposes is compensable. Also, an employee required only to leave word at home or with the Town as to where he may be reached is not engaged in compensable working time. The Town's compensation guidelines for on-call employment allow more flexibility for compensation for employees who are on-call but whose time may be somewhat impacted. The Town may choose to compensate, in certain circumstances, employees designated to be available for call-back. In most cases, on-call time shall not be considered time worked and shall not be compensable. If called back, compensation shall be paid for actual hours worked, but no less than one (1) hour. Time spent traveling to respond to an emergency call that occurs within one (1) hour before the regular work period is scheduled to begin, shall not be counted as hours worked.

- B. A non-exempt employee shall be considered to be officially scheduled and designated as on-call when an on-call need has been identified by the Department or Division Head, instructions have been communicated by the Department or Division Head to the employee concerned, and the employee has acknowledged the on-call status and availability instructions and, further, the employee has indicated to the appropriate supervisor how he can be contacted. Employees are expected to respond to an assignment by their supervisor to be on-call.
- C. This section does not apply to exempt employees.

3.13 Longevity Pay

All regular full-time employees of the Fire Department and all sworn personnel of the Police Department shall, in accordance with State law for fire and police personnel, receive longevity pay of four dollars (\$4.00) for each full month of service, not to exceed twenty-five (25) years.

All other regular full-time employees of the Town shall receive longevity pay of four dollars (\$4.00) for each full month of uninterrupted service, not to exceed twenty-five (25) years. A regular employee who enters service with the Town on or prior to the 15th day of any month, or separates from service with the Town on or after the 16th day of any month shall earn longevity pay for that month.

Longevity Pay shall be included in the employee's regular rate of pay in computing the overtime pay rate. Effective January 2000, longevity pay shall be distributed annually in early December each year. Eligible employees, who separate from employment during the year, shall receive a pro-rated distribution in their final paycheck.

3.14 Incentive Pay

Under policies and guidelines established by the Town Manager and approved by the Town Council, eligible regular full-time employees may receive additional compensation per month for each qualifying certificate, license or college degree. The amount of such compensation shall be determined as part of the annual budget, and shall be included in the employee's regular rate of pay. Certificates, licenses, or college degrees must also be directly related to the employee's present job duties and functions.

The purposes and objectives of this program are to:

- A. Promote and maintain a highly qualified, trained, and professional workforce by providing incentives for employees to participate in job- related continuing education and certification/licensing programs.
- B. Enhance and improve the level of service provided the citizens of the Town of Flower Mound through the provision of a highly qualified, trained, and professional workforce.
- C. Reduce or mitigate liability exposures by ensuring a highly qualified, trained, and professional workforce.

Refer to Title II, Administrative Regulations, Chapter 14 Incentive Pay Program, for additional information.

3.15 Method of Payment

Salaries shall be paid on a bi-weekly basis (twenty-six pay periods per year). Paychecks shall be released to employees every other Friday, or be direct-deposited to the employee's bank account, if authorized by the employee. If a scheduled payday falls on a holiday, paychecks shall be issued the day preceding the holiday. If an employee is away from work on payday due to illness, vacation, or other reasons, his paycheck shall be returned to the Financial Services Department for safekeeping, unless direct deposit has been authorized by the employee. Written authorization from the employee shall be submitted to the Financial Services Department for delivery of the employee's paycheck to a third party, who may be required to provide proof of identification.

3.16 Separation Pay

All employees who leave the service of the Town for any reason shall receive all pay, which legally may be due them. Any indebtedness to the Town, which the employee may have incurred, shall be deducted from the final paycheck.

All employees who resign shall give at least two (2) weeks written notice before the effective date of resignation to leave in good standing. After the employee gives the two (2) weeks notice, the Department or Division Head may waive the two (2) weeks notice at the Town's request, as deemed necessary. If the Department or Division Head waives the two (2) weeks notice, the employee shall not be compensated for the two (2) week period.

An employee shall not be allowed to use any available exempt leave during his final two (2) weeks notice period. The Department or Division Head shall, at his own discretion, allow the employee to use vacation or holiday leave during the two (2) weeks notice period. However, employees shall not be allowed to use vacation leave for more than five (5) working days.

3.17 Advance Pay

No full or partial advance payment of salary shall be made to any employee. All paychecks shall be distributed on the scheduled payday.

3.18 Interim Status Pay

Any employee who is temporarily assigned to serve in a higher level position, shall be compensated for the additional duties and responsibilities of the higher level position at an increase of 5% or minimum of the pay grade, whichever is greater, unless otherwise approved by the Town Manager. The employee must be qualified to perform and must actually perform the full range of duties of the higher level position required during the interim assignment in order to be eligible for the additional compensation.

When an employee returns to his regular job assignments, upon the completion of a higher level interim assignment, the employee's compensation shall return to that employee's regular rate of pay prior to his interim assignment. If the employee's anniversary date occurs during his interim assignment, any merit increase shall become effective on his anniversary date. If the employee is on the general government pay system or at maximum of the Step pay system, the employee will receive his lump sum amount at the time that his annual performance evaluation is processed. If an employee is eligible to advance to the next step in the Step pay system, based on this performance evaluation, the employee shall advance to the next step when the employee returns to his regular assignment.

3.19 Acting Status

No pay increase shall be provided for acting status. Refer to Chapter 3 Wage and Salary Administration, Section 3.04 Administration of Classification and Compensation Plans (F) for a description of acting status.

CHAPTER 3 CLASSIFICATION AND SALARY ADMINISTRATION

3.01 Classification and Compensation Plan

The classification and compensation plan shall be periodically reviewed and may be revised by the Human Resources Division to reflect changing competitive positions and economic conditions and shall be submitted to the Town Manager and Town Council for approval. The provisions of the adopted Classification and Compensation Plan shall be outlined in the fiscal year budget.

3.02 Official Titles

Official titles shall be used in all personnel matters. Working or functional titles may be used upon approval of the Department Head and the Human Resources Division.

3.03 Salary Rates

In order to keep Town salary rates current, uniform, and equitable, the Town Manager or Human Resources Division may prepare an annual analysis of prevailing salaries for similar positions in the Town's competitive labor market, taking into account the variables which may be pertinent in establishing salaries or recommending changes to existing salary rates. The Town Manager may recommend whatever adjustments or revisions, including cost-of-living adjustments that may be necessary in order to maintain both the internal and external integrity of the salary rate structure.

3.04 Administration of Classification and Compensation Plan

Salary changes shall be administered in accordance with the following rules:

- A. New Hires: A new employee shall normally be compensated at the minimum pay of the approved pay grade. In exceptional circumstances, hiring above minimum pay may be authorized by the Town Manager.
- B. Promotions: A newly promoted employee shall ordinarily be compensated at the minimum pay of the approved grade which would provide an increase in pay over that received in the

previous classification in accordance with the current pay plan policy. If the minimum pay of the approved grade is equal to, or less than, the employee's current salary, the employee should receive compensation that would provide an increase in pay over his salary in the previous classification. The employee shall retain his original anniversary date for consideration of future pay increases.

- C. Transfers: An employee being laterally transferred to a job within the same Job Family Classification and the same Pay Grade shall continue to receive the same salary.
- D. Maximum Pay: No employee shall be paid more than the maximum rate of his pay grade unless the employee was earning that amount prior to the adoption of the annual Classification and Compensation Plan. An employee, who is at or above the maximum pay rate, shall be frozen at his current pay until the ranges catch up with his salary through job market adjustments. However, the employee shall receive a lump sum payment if he is eligible for an increase commensurate with the Town's pay system. The salary pay ranges in the Town's pay plans shall be reviewed annually on a rotating basis.
- E. Demotion: An employee voluntarily or involuntarily demoted for any reason shall be compensated as administratively determined. A demotion shall not fall below the minimum rate or above the maximum rate for the pay grade of the new job.
- F. Acting Status: An employee may be assigned to an acting status position on a short-term basis, when he is assigned duties of another position, typically during a vacation leave period. An employee who has been assigned to an acting status position shall not receive additional compensation.
- G. Interim Status: An employee may be temporarily assigned to an interim status position in the event of a vacancy, newly created position or extended disability or illness of another employee. An

employee who has been assigned to an interim status position shall receive additional compensation, as administratively determined.

3.05 Reclassification of Positions

The Town Manager, Department Head or Division Head may recommend to the Human Resources Division a reclassification of any position where a change in character of the position (e.g. duties, responsibilities, authorities, level of supervision or qualifications) or a study of related positions within or outside of the Town organization, suggests a change is warranted. Unless otherwise approved by the Town Manager, reclassification requests shall be submitted in conjunction with departmental budget requests. No reclassification shall occur for the purpose of circumventing regulations, rules or procedures relating to demotion or promotion. The employee's anniversary date shall remain the same. All reclassifications must be approved by the Town Manager.

3.06 Salary Increases

Eligibility for compensation and pay increases shall be contained in the Classification and Compensation Plan, which is included in the Town's annual budget. The Classification and Compensation Plan is periodically reviewed and may be revised in the annual budget.

3.07 Reduction in Salary

Department Heads, with approval of the Town Manager, may reduce the salary of any employee at any time for non-discriminatory reasons. No reduction in salary shall deprive an employee of consideration for salary increases at a later date.

3.08 Regular Rate of Pay

An employee's regular rate of pay includes the employee's base salary, longevity pay, incentive pay and premium pay, as applicable.

3.09 Compensation of Temporary and Part-Time Employees

An employee who regularly works less than the established hours of full-time employment for each month may be paid by the hour or pursuant to a wage scale proportional to the amount of time worked.

3.10 Overtime (Excluding Firefighter Shift Personnel, Police Patrol Personnel, and Exempt Personnel)

- A. Non-exempt personnel may be required to work hours in excess of their official established hours, when necessary, as determined by departmental management. Specific extra work assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work extra hours and may be subject to disciplinary action for failing to stay or report for such hours.
- B. Employees performing work at any time, other than scheduled working hours, including taking work home, is strictly forbidden unless authorized in writing by the employee's supervisor. Prior to working on such occasions, employees must verify such hours with their supervisors to make certain that overtime is, or will be, authorized. Employees shall not perform work for the Town outside their regular scheduled work hours on a voluntary basis.
- C. Non-exempt employees receiving overtime pay shall be compensated for such overtime hours at the rate of one and one-half (1 ½) times their regular rate of pay for hours physically worked in excess of forty (40) hours per work week, with time rounded to the nearest quarter of an hour. Any time less than one quarter hour shall not be compensable.
- D. Holiday, Bereavement, Jury, and Military leave are the only types of leave considered to be "hours physically worked" for

purposes of calculating overtime. An employee who is on vacation leave when called back to work shall have all hours physically worked credited against the vacation leave hours submitted for that work week and shall be paid for all hours worked and vacation hours used at his regular rate of pay.

- E. Non-exempt employees may elect to receive compensatory time off for such overtime hours in lieu of overtime pay at the rate of one and one-half (1½) times the number of overtime hours for hours physically worked in excess of forty (40) hours (rounded to one quarter hour) in the work week. Non-exempt employees may accrue up to a maximum of eighty (80) hours of compensatory time, and all compensatory time earned must be reported on time sheets. Compensatory time leave shall be given within a reasonable amount of time so long as it is approved by the Department or Division Head in advance. After the employee has accrued the maximum compensatory time and not used it as leave, all overtime accrued above the maximum must be paid. Accrued balances of compensatory time at separation from employment must be paid at a rate not less than the average rate received by the employee over the last three years of employment or his final rate of pay, whichever is higher.
- F. The Human Resources Division is responsible for determining the exempt/non-exempt status of positions in accordance with guidelines established by the Fair Labor Standards Act.

3.11 Overtime for Firefighter Shift Personnel and Police Patrol Personnel

Firefighter shift and police patrol personnel have special provisions for overtime pursuant to Section 207(k) of the Fair Labor Standards Act and Texas law. All such rules shall be consistent with the Fair Labor Standards Act and applicable Texas law.

- A. Non-exempt personnel may be required to work hours in excess of their official established hours, when necessary, as determined

by departmental management. Specific extra work assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work extra hours and may be subject to disciplinary action for failing to stay or report for such hours.

- B. Employees performing work at any time, other than scheduled working hours, including taking work home, is strictly forbidden unless authorized in writing by the employee's supervisor. Prior to working on such occasions, employees must verify such hours with their supervisors to make certain that overtime is, or will be, authorized. Employees shall not perform work for the Town outside their regular scheduled work hours on a voluntary basis.
- C. Pursuant to Section 142.0015(j) of the Texas Local Government Code, a work period for non-exempt police patrol personnel is defined as 80 hours within a fourteen (14) day work cycle. Any time less than one quarter hour is not compensable.
- D. In accordance with FLSA Section 207(k), a fire protection work period is defined as 136 hours within an 18 consecutive day period. Non-exempt firefighter shift employees shall be compensated for such overtime hours at the rate of one and one-half (1 ½) times their normal rate of pay for hours physically worked in excess of 136 hours per work period, with time rounded to the nearest one quarter of an hour. Any time less than one quarter hour is not compensable.
- E. Holiday, Bereavement, Jury, and Military leave are the only types of leave considered to be "hours physically worked" for purposes of calculating overtime. An employee who is on vacation leave when called back to work shall have all hours physically worked credited against the vacation leave hours

submitted for that work period and shall be paid for all hours worked and vacation hours used at his regular rate of pay.

- F. Non-exempt police patrol employees who are on an 80-hour work period schedule may elect to receive compensatory time off for such overtime hours in lieu of overtime pay at the rate of one and one-half ($1 \frac{1}{2}$) times the number of overtime hours for hours physically worked in excess of eighty (80) hours in a work period (rounded to one quarter hour). Non-exempt police patrol employees who are on a 40-hour work week schedule may elect to receive compensatory time off for such overtime hours in lieu of overtime pay at the rate of one and one-half ($1 \frac{1}{2}$) times the number of overtime hours for hours physically worked in excess of forty (40) hours in a work week (rounded to one quarter hour). Non-exempt police patrol employees may accrue up to a maximum of eighty (80) hours of compensatory time. All compensatory time earned must be reported on time sheets. Compensatory time leave shall be given within a reasonable amount of time so long as it is approved by the Department or Division Head in advance. After the employee has accrued the maximum compensatory time and not used it as leave, all overtime accrued above the maximum must be paid. Accrued balances of compensatory time at separation from employment must be paid at a rate not less than the average rate received by the employee over the last three years of employment or his final rate of pay, whichever is higher.

3.12 On-Call and Call-Backs

- A. On-call is all time after regularly scheduled working hours when a non-exempt employee is designated to be available for call-back. According to the FLSA, an employee required to remain on-call on Town premises or so close to the premises that the

employee cannot use the time effectively for his own purposes is compensable. Also, an employee required only to leave word at home or with the Town as to where he may be reached is not engaged in compensable working time. The Town's compensation guidelines for on-call employment allow more flexibility for compensation for employees who are on-call but whose time may be somewhat impacted. The Town may choose to compensate, in certain circumstances, employees designated to be available for call-back. In most cases, on-call time shall not be considered time worked and shall not be compensable. If called back, compensation shall be paid for actual hours worked, but no less than one (1) hour. Time spent traveling to respond to an emergency call that occurs within one (1) hour before the regular work period is scheduled to begin, shall not be counted as hours worked.

- B. A non-exempt employee shall be considered to be officially scheduled and designated as on-call when an on-call need has been identified by the Department or Division Head, instructions have been communicated by the Department or Division Head to the employee concerned, and the employee has acknowledged the on-call status and availability instructions and, further, the employee has indicated to the appropriate supervisor how he can be contacted. Employees are expected to respond to an assignment by their supervisor to be on-call.
- C. This section does not apply to exempt employees.

3.13 Longevity Pay

All regular full-time employees of the Fire Department and all sworn personnel of the Police Department shall, in accordance with State law for fire and police personnel, receive longevity pay of four dollars (\$4.00) for each full month of service, not to exceed twenty-five (25) years.

All other regular full-time employees of the Town shall receive longevity pay of four dollars (\$4.00) for each full month of uninterrupted service, not to exceed twenty-five (25) years. A regular employee who enters service with the Town on or prior to the 15th day of any month or separates from service with the Town on or after the 16th day of any month shall earn longevity pay for that month.

Longevity Pay shall be included in the employee's regular rate of pay in computing the overtime pay rate. Effective January 2000, longevity pay shall be distributed annually in early December each year. Eligible employees, who separate from employment during the year, shall receive a pro-rated distribution in their final paycheck.

3.14 Incentive Pay

Under policies and guidelines established by the Town Manager and approved by the Town Council, eligible regular full-time employees may receive additional compensation per month for each qualifying certificate, license, or college degree. The amount of such compensation shall be determined as part of the annual budget and shall be included in the employee's regular rate of pay. Certificates, licenses, or college degrees must also be directly related to the employee's present job duties and functions.

The purposes and objectives of this program are to:

- A. Promote and maintain a highly qualified, trained, and professional workforce by providing incentives for employees to participate in job- related continuing education and certification/licensing programs.
- B. Enhance and improve the level of service provided the citizens of the Town of Flower Mound through the provision of a highly qualified, trained, and professional workforce.
- C. Reduce or mitigate liability exposures by ensuring a highly qualified, trained, and professional workforce.

Refer to Title II, Administrative Regulations, Chapter 14 Incentive Pay Program, for additional information.

3.15 Method of Payment

Salaries shall be paid on a bi-weekly basis (twenty-six pay periods per year). Paychecks shall be released to employees every other Friday or be direct deposited to the employee's bank account, if authorized by the employee. If a scheduled payday falls on a holiday, paychecks shall be issued the day preceding the holiday. If an employee is away from work on payday due to illness, vacation, or other reasons, his paycheck shall be returned to the Financial Services Department for safekeeping, unless direct deposit has been authorized by the employee. Written authorization from the employee shall be submitted to the Financial Services Department for delivery of the employee's paycheck to a third party, who may be required to provide proof of identification.

3.16 Separation Pay

All employees who leave the service of the Town for any reason shall receive all pay, which legally may be due them. Any indebtedness to the Town, which the employee may have incurred, shall be deducted from the final paycheck.

All employees who resign shall give at least two (2) weeks written notice before the effective date of resignation to leave in good standing. After the employee gives the two (2) weeks' notice, the Department or Division Head may waive the two (2) weeks' notice at the Town's request, as deemed necessary. If the Department or Division Head waives the two (2) weeks' notice, the employee shall not be compensated for the two (2) week period.

An employee shall not be allowed to use any available exempt leave during his final two (2) weeks' notice period. The Department or Division Head shall, at his own discretion, allow the employee to use vacation or holiday leave during the two (2) weeks' notice period. However, employees shall not be allowed to use vacation leave for more than five (5) working days.

3.17 Advance Pay

No full or partial advance payment of salary shall be made to any employee. All paychecks shall be distributed on the scheduled payday.

3.18 Interim Status Pay

Any employee who is temporarily assigned to serve in a higher-level position, shall be compensated for the additional duties and responsibilities of the higher-level position at an increase of 5% or minimum of the pay grade, whichever is greater, unless otherwise approved by the Town Manager. The employee must be qualified to perform and must actually perform the full range of duties of the higher-level position required during the interim assignment in order to be eligible for the additional compensation.

When an employee returns to his regular job assignments, upon the completion of a higher-level interim assignment, the employee's compensation shall return to that employee's regular rate of pay prior to his interim assignment. If the employee's anniversary date occurs during his interim assignment, any merit increase shall become effective on his anniversary date. If the employee is on the general government pay system or at maximum of the Step pay system, the employee will receive his lump sum amount at the time that his annual performance evaluation is processed. If an employee is eligible to advance to the next step in the Step pay system, based on this performance evaluation, the employee shall advance to the next step when the employee returns to his regular assignment.

3.19 Acting Status

No pay increase shall be provided for acting status. Refer to Chapter 3 Wage and Salary Administration, Section 3.04 Administration of Classification and Compensation Plans (F) for a description of acting status.



TOWN COUNCIL AGENDA J.7. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: **Consider approval of the Second 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.**

BACKGROUND: On June 16, 2020, the Town entered into a Professional Services Agreement (PSA) with Mesa Design Associates, Inc., to implement the Master Plan for Peters Colony Memorial Park, in the amount of \$194,730.00. The Master Plan was recommended by the Parks Board at the October 3, 2019, meeting and approved by Town Council on November 4, 2019.

On September 13, 2021, the First Amendment to the Professional Services Agreement was approved through Manager Communication in the amount of \$13,500.00, raising the total contract amount to \$208,230.00. This amendment added additional civil engineering sheets to the plan set as required for Town permitting and as a result of the Town's DRC reviews.

If approved, this Second Amendment to the Professional Services agreement would add a task for the development and implementation of an interpretive signage design package to include project definition, content development & schematic design, design intent documentation, bidding assistance, and contract administration. If approved, the Second Amendment to the Professional Services Agreement with Mesa Design Associates will increase the design contract by \$55,040.00 for a total contract amount of \$263,270.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If not approved, the project will move forward with construction without a complete signage design and implementation plan.

FISCAL IMPACT: \$55,040.00

Proposed Expenditure/(Revenue)

\$55,040.00

Account Number(s):

308-110-90731-6070

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

ATTACHMENTS:

1. PSA Second Amendment
2. Form 1295_Internal Use

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
MESA DESIGN ASSOCIATES, INC.**

This Second Amendment to Professional Services Agreement (“Second Amendment”) is entered into on this 19 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 **MESA DESIGN ASSOCIATES, INC.**, (“hereinafter referred to as “Consultant”) regarding the following project:

PETERS COLONY MEMORIAL PARK

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Peters Colony Memorial Park project (“Services”) on or about the 6th day of May, 2019 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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

A.

Recitals Incorporated

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Second Amendment, and made a part hereof by reference just as though they are set out in their entirety.

B.

Amendment of Paragraph No. II

From and after the approval of this Second Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-2” entitled “Scope of

Services”, as are necessary to complete the Peters Colony Memorial Park (hereafter referred to collectively as the “Project”). Attachment “A-2” 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-2” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this Second Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed Fifty Five Thousand Forty Dollars and NO/100 55,040.00) as specified in Attachment “B-2”.”

D.

Revisions of the Scope of Services

From and after the approval of this Second Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-2” to the Contract. In case of conflict in the language of Attachment “A-2” and any other provision of the Contract, as amended by this Second Amendment, the terms and conditions of the Contract, as amended by the Second Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this Second Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-2” to the Contract. In case of conflict in the language of Attachment “B-2” and any other provision of the Contract, as amended by this Second Amendment, the terms and conditions of the Contract, as amended by the Second Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the Second Amendment, the terms of the Second Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

MESA DESIGN ASSOCIATES, INC.

By:

Name

Title

Fred Walters

Principal

Date Signed:

11.15.22

State of Texas

§

County of Dallas

§

§

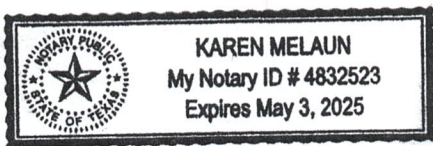
This instrument was acknowledged before me on the 15th day of November, 2022, by Fred Walters, in his capacity as Principal of **Mesa Design Associates, Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **Mesa Design Associates, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF November, 2022

Karen Melaun
Notary Public, State of Texas

My Commission Expires:

5-3-2025



ATTACHMENT A-2 SCOPE OF SERVICES

November 15, 2022

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

Project: Peter's Colony Memorial Park Detail Design & Construction Documents Flower Mound, Texas

We are pleased to present this proposal and contract describing the landscape architectural services to be provided by MESA, the costs of these services and general terms and conditions under which these services would be executed. We have prepared our approach and proposal based upon meetings and conversations to date. The scope of work described herein for the project, and the responsibilities and teaming relationships between MESA and its sub consultants to achieve the project goals for the design and implementation of the master plan for Peter's Colony Memorial Park, with an estimated construction budget of approximately \$2.3 million. Based on our understanding, MESA's design and proposal approach is structured as a three-part process:

- Part 1: Detailed design services
- Part 2: Construction document services
- Part 3: Construction related services

SCOPE OF SERVICES

This proposal addresses the construction of Peter's Colony Memorial Park which responds to the Master Plan previously approved by Park Board and Town Council. The proposal describes the design scope needed to address anticipated construction program per a final budget yet to be determined. MESA will be prime consultant and retain the services of sub-consultants for Architectural, Civil, Structural, and MEP Engineering and Irrigation. Geotechnical Survey (by Town contract).

- | | | |
|-------------------------------------|--|------------------------------|
| • Demolition | • Park entry/portal | • Enhanced pathway selection |
| • Tree Mitigation (current survey) | • Remembrance/memorial | • Site/security lighting |
| • Geotechnical survey | • Signature Pavilion (Custom) | • Children's Play Area |
| • Grading/Drainage (Civil) | • Furnishings | • Event Lawn |
| • Utilities (Civil + MEP) | • Children's Play Area | • Soft Trail |
| • Fountain design (Structural +MEP) | • Water feature wall | • Project Identity Signage |
| • Flagpole area | • Sculpture element (art selection not included) | • Landscape and Irrigation |

It is understood by MESA that the site is currently zoned for recreational uses and the site will not require zoning or variance requests to accommodate the proposed site plan. MESA also understands that the final plats exist, is recorded, and is in conformance with City standards.

PART 1: DETAILED DESIGN SERVICES

Task 1.1: Data Collection and Project Kick-Off

Data Collection

MESA and the consultant team will use existing base information and tree survey for the design scope of this project. MESA has the right to rely on this information. Additional to the existing data, the design team will require information to include, but not limited to:

- A. Street design data for Peter's Colony Drive, Old Settlers Road (existing and proposed)
- B. Utility information with the R.O.W.s and adjoining library property and improvements.
- C. Utility Easement information and Town liaison
- D. Any applicable Town of Flower Mound design standards and construction details
- E. Any future or initiatives by the Town which may affect the project
- F. Topographic survey verification
- G. Geotechnical investigation

Kickoff & Programming

MESA will attend a Kick-off meeting with the Client to confirm project scope, points of contact, schedule, and deliverable expectations. It understood the Town will provide final direction/content for the following:

- A. Final Library Construction Plans, especially civil engineering
- B. Boundary/project limits verification
- C. Topographic survey verification
- D. Geotechnical survey – by Town
- E. Commemorative and Interpretive Content (text, drawings, photos, etc.)-by Town

Deliverable: Technical Base information and confirmation of project expectations.

Meetings: As described under Task 1.5

Task 1.2: Schematic Design

Based on the Client budget and master plan programming, MESA will prepare one (1) schematic design layout for the project areas identified. The schematic design will include one (1) AutoCAD plan of the park as well as sections or other diagrams to help convey the concept and intent of the design. An associated cost projection will be included, delineating the estimate of probable cost of the proposed design based on the current construction market.

The following addresses the assumed design program for the critical elements of the Architecture, Remembrance Feature, and Water Wall.

Pavilion:

- A. An open covered pavilion amenity of approximately 3,000 square feet.
 - 1. Communications, security, and audio-visual systems are not included in the electrical fee except as noted.
 - 2. Fire protection design services are limited to criteria specifications only, with actual design services, hydraulic calculations, and piping design documents by the design/build sprinkler subcontractor.
 - 3. All site utilities are presumed to be adequate for building requirements without need for supplemental or booster systems.

Remembrance Feature:

- A. A feature element designed to commemorate the Town's community heroes and leaders.
- B. Designed to accommodate future additions
- C. Create a feature focal point that is iconic and inspirational

- D. Please note the following exclusions to the scope:
1. Copywriting for interpretive signing and remembrance wall
 2. Logo design and branding
 3. Temporary signing
 4. Print & Amenity design
 5. Sculptures / Feature pieces
 6. Fabrication of prototypes nor the coordination of prototypes.

Water Wall:

- A. An underground equipment vault located under the paving near the feature to house all the pumps, filtration, and controls for the feature.
- B. A separate small vault to contain the chemical erosion feeder for adding sanitizing chemicals.
- C. This water feature will not be considered interactive, and therefore not be subject to the Texas Title 25 code.
- D. The design will include hydraulic calculations, plan sheet development, and specifications for the pumps, pipes, controls, and filtration of the water. Plans will also include equipment selection and equipment room/vault layout.
- E. Details will be provided such as water stops, nozzles, diverter plates, anti-vortex plates, pipe penetrations, eyeball fittings, skimmers, and other details deemed necessary by MESA.
- F. Details for lighting within the water feature basin as well as plans depicting the wire routing and electrical requirements within the fountain structure back to the control panel.

Deliverable: Plan and detail studies of the park based on the master plan as adopted by the Town for input and approval by staff. At the conclusion of the schematic design phase, Cost projections will be analyzed in relation to the budget.

Meetings: As described under Task 1.5

Task 1.3: Schematic Design Revisions

If the Client desires additional design alternatives, MESA will prepare up to two (2) schematic design revisions depicting the program elements of the approved master plan. These revisions will address questions or concerns posed by the Town regarding the ability to execute the design as envisioned. This task will address specific layout, detail concepts of site elements (remembrance wall, pavilion, water feature, etc.) to a sufficient level of approval that the design development task may be initiated. MESA will prepare up to two (2) revised opinions of probable costs for review by the Client if needed.

Deliverable: Up to two (2) Schematic Design revisions, if requested, including plans, sketches, images, and diagrams depicting the overall design intent, and revised opinion of probable cost.

Meetings: As described under Task 1.5

Task 1.4: Opinion of Probable Construction Cost

MESA and the consultant team will prepare an opinion of probable construction costs (cost projection) for the proposed improvements in the park. This projection will identify the assumed construction means, materials, and sequencing for construction of the park improvements. Through this process, MESA, and the consultant team along with Town staff will identify and agree on the final design program for the team to proceed with design development and construction documentation.

Deliverable: MESA and the consultant team will provide the Town staff cost projections that depict the facilities within the master plan for design and engineering. These projections will be based on a single phase of construction for the park.

Meetings: As described under Task 1.5

Task 1.5: Staff Guidance Meetings and Consultant Coordination for Part 1

Anticipated coordination meetings, conference calls, and presentations for Part One are listed below

Meetings for Part 1 are as follows:

Meetings: Up to Three (3) meetings as detailed below:

Task 1.1: One (1) kickoff/coordination meeting

Task 1.2: Two (2) meetings/presentations with Town staff

Task 1.3: One (1) meeting/presentation with Town staff

Task 1.4: Assumed as part of meeting agenda for other tasks.

Additional meetings and presentations, as required or requested, and the preparation of additional presentation materials other than those described above shall be considered Additional Services and will be invoiced in accordance with the attached hourly rate schedule.

PART 2: CONSTRUCTION DOCUMENT SERVICES

Task 2.1: Design Development

Based upon the approved schematic design submittal, MESA will finalize the design program with input from Town staff. This input will include budgetary considerations, maintenance, and operational considerations. This level of development will deal with more detailed and refined aspects of the design such as materials selection, budget refinement, and consultation with contractors about construction methods. These design documents and an accompanying refinement of the cost analysis will be presented to the Parks Department for review, comment, and endorsement prior to initiating bidding and construction documents. This task includes refinement of the following areas:

- A. Preliminary Engineering Plans
 1. Preliminary Drainage Area Map: Prepare one Preliminary Drainage Area Map and associated hydraulic calculations to show the pre- and post-development discharge from the site. MESA and its sub consultants understand that there is an existing detention pond adjacent to the site. Therefore, Detention Pond Design or Downstream Assessment is not included in this task.
 2. Preliminary Storm Design: MESA and its sub consultants anticipate that the site will drain towards area drains which will be approved by the Town. The area drains will connect to a storm drainpipe that will discharge to the existing detention pond adjacent to the site. This line will also include an inlet for the existing parking lot per the Town's request. It is assumed that no quality control measures will be required. It is also assumed that the existing detention pond was sized to accommodate the proposed drainage from this site. If a detention pond or subsurface detention is required, it will be billed as an Additional Service. The Town is to provide grading plan and storm line locations for preliminary analysis.
 3. Preliminary Water Plan: It is MESA and its sub consultants' understanding that a water line exists which has adequate capacity to serve the proposed development. A water study has therefore not been included in this scope.
 4. Preliminary Erosion and Sediment Control Plan: MESA and its sub consultants will prepare a preliminary erosion and sediment control plan with erosion control details for the project site in accordance with local, state, and federal regulations and Best Management Practices (BMPs).
 5. Preliminary Lighting and Conduit Plan: MESA and its sub consultants will prepare one Preliminary Lighting and Conduit Plan based on Client lighting design along with irrigation conduit locations and sizes.
 6. Preliminary Traffic Control Plan: MESA and its sub consultants will prepare a Preliminary Traffic Control Plan. The plan will show the necessary traffic control measures required during construction of the site.
- B. Preliminary hardscape layout plans
- C. Preliminary landscape grading
- D. Preliminary landscape lighting layout and fixture selection
- E. Preliminary landscape planting layout plans for all areas within project scope
- F. Development of hardscape details
- G. Begin selection of hardscape materials, plant palette and plant species
- H. Finalize and coordinate hardscape designs, review of materials, patterns and textures and coordinate solutions with the Client for areas identified in MESA's scope of work.
- I. Coordinate irrigation system requirements with design team for water source, water usage, and water saving concepts. Coordinate with electrical consultant all irrigation controller locations. Our scope includes designing the irrigation system per State Ordinance 1656 and the City of Flower Mound requirements. Any additional city requirements will be considered additional services.
- J. Update projections of probable costs based on progress of work.
- K. Outline specifications.

Deliverable: Design Development Documents.

Meetings: As described under Task 2.4

Task 2.2: Park Board Presentation

As requested by Town staff, MESA will attend the Park Board meeting and present an update to the project for the Board's information prior to submitting for Plat/Site Plan approval and beginning Construction Documents. The presentation is assumed to be a briefing rather than focused on gathering any input from the Board or the public at large. Should any design changes result from the meeting, they will be considered as Additional Services.

Deliverable: One (1) Park Board meeting and presentation.

Meetings: As described under Task 2.4

Task 2.3: Construction Documents

Upon approval of the design development documents as well as any value engineering efforts that result from the Client's direction, MESA will prepare Construction Documents and specifications necessary to communicate the scope of work to a competent contractor. Construction documents shall include:

- A. Drainage Area Map: MESA and its sub consultants will prepare one pre and post Drainage Area Map and associated hydraulic calculations to show the pre- and post-development discharge from the site. Detention Pond Design or Downstream Assessment is not included in this task.
- B. Storm Design: MESA and its sub consultants anticipate that the site will surface drain to the existing pond on the southeast corner of the site and that no quality control measures will be required. The civil engineering consultant anticipates handling increased storm runoff through sheet flows with limited area drains across the site into the existing detention pond. We assume that the existing storm water detention pond will not need further analysis; however, this may not be accepted by the Town in which case an analysis of the existing detention pond may be required. If analysis of the existing detention pond is required, it will be billed as an Additional Service.
- C. Water Plan: It is MESA and its sub consultants' understanding that existing water lines have adequate capacity to serve the proposed development. A water study has therefore not been included in this scope.
- D. The Architect or the Town will determine if a fire suppression system is required for this development. If one is required, the consultant will need this information in sufficient time prior to final plan design to accommodate this connection.
- E. Erosion and Sediment Control Plan: MESA and its sub consultants will prepare an erosion and sediment control plan with erosion control details for the project site in accordance with local, state, and federal regulations and Best Management Practices (BMPs).
- F. Traffic Control Plan: MESA and its sub consultants will prepare a Traffic Control Plan. The plan will show the necessary traffic control measures required during construction of the site.
- G. Lighting and Conduit Plan: MESA and its sub consultants will prepare one Lighting and Conduit Plan based on Client provided light pole base, light pole conduit, and irrigation conduit locations and sizes. Lighting specifications, photometric analysis, wiring, and all associated details to be provided by others.
- H. MESA and its sub consultants will prepare an application and one set of exhibits to coordinate with Oncor power pole relocations and easement encroachments.
- I. Storm Water Pollution Prevention Plan: MESA and its sub consultants will prepare one Storm Water Prevention Pollution Plan per TCEQ and City standards including specifications.
- J. Final landscape grading and drainage plans at appropriate scales for all architecture and hardscape elements. MESA will coordinate landscape drain locations with Civil Engineer.
- K. MEP documentation of water feature plans (MESA will provide MEP light fixture locations and cut-sheets for incorporation into final documents – MESA will provide review during final documentation process)
- L. Hardscape details and specifications for exterior paving, pavilion, water wall, miscellaneous park structures/foundations within scope, and retaining walls at appropriate scales. Structural details, anchoring, and foundations for any playground apparatus are not included, and will be per manufacturer's recommendation or typical Town standards.
- M. Planting plans, details, and specifications.
- N. Irrigation plans, details, and specifications.
- O. Coordination with fountain consultant (MEP) on water feature edge placement and grading.
- P. Final material selections – Deliverable, colors, textures, and sizes.
- Q. Selection of site furnishings including benches, bike racks, etc.
- R. Landscape lighting plans, details, and specifications (electrical engineering by others).

- S. Tree Mitigation Plans and calculations.
- T. Submittal for TDLR/TAS review and inspection upon substantial completion.
- U. Final construction cost projections.

Permitting

Based on the 90% Construction Documents, MESA will format the documents as part of the Building Permit Application for Town review. Any attendance at City review, coordination or presentation meetings are not included but will be billed per our hourly fee schedule. It is assumed Park Department staff will lead this effort internally with other Town departments.

Deliverable: The Design/Planning Team will provide the following sets for the park throughout the construction phase:

1. One electronic drawing set, 24" x 36" format
2. One electronic set of bid forms and specifications at 95% progress
3. One electronic set each of drawings, specifications, and bid forms.

Meetings: As described under Task 2.4

**Revisions to plans in response to budgetary overages outside of MESA's budget will be prepared as an additional service.*

Task 2.4: Staff Guidance Meetings and Consultant Coordination for Part 2

MESA will perform the role of "prime consultant" for the project. In that capacity, we will coordinate the input of the other design team members as necessary as it relates to the final accepted project vision and construction program. MESA will provide meeting minutes for any meetings attended as well as any resulting schedule updates to be distributed via e-mail. Any necessary meetings and coordination outside of our office will be billed on an hourly basis. Services for this task will be billed as hourly services according to the attached hourly rate schedule. Anticipated coordination meetings, conference calls, and presentations for Part 2 are as follows:

Meetings: Up to Twelve (8) meetings as detailed below:

Task 2.1: Two (2) meetings/presentations with the Client

Task 2.2: Assumed as part of meeting agenda for other tasks

Task 2.3: One (1) Park Board meeting and briefing, one (1) review phone call

Task 2.4: Three (3) meetings/presentations with the Client to review the construction and bid documents

Task 2.5: Up to Two (2) periodic meetings during execution of Part 2 services

Additional meetings and presentations, as required or requested, and the preparation of additional presentation materials other than those described above shall be considered Additional Services and will be invoiced in accordance with the attached hourly rate schedule.

PART 3: CONSTRUCTION RELATED SERVICES

Task 3.1: Bidding and Negotiation

MESA will provide assistance to the Client with the following services in conjunction with completion of the construction documents described in the task above.

- A. Prepare and bid proposals related to the hardscape, landscape, and irrigation construction
- B. Attend pre-bid and bid opening meetings
- C. Answer questions and interpret drawings and specifications during the bidding period
- D. Prepare and distribute any required addendums
- E. Provide review and analysis of the bids as submitted
- F. Plans will be distributed via BidSync (or similar service). Any printing or distribution of hardcopies for bidding will be charged as an additional reimbursable expense.

Deliverable: Successful contractor on budget with final construction scope ready for preparation of contracts by Client. Consultation with client to form strategies for bid alternates, if needed to maintain the aesthetic value, vision, and budget.

Meetings: As described under Task 3.4

Task 3.2: TDLR Review Coordination

MESA will prepare submission drawings for TDLR submittal. Upon completion of the review, MESA will work with all consultants in formulating a response to any issues raised.

Deliverable: Coordination of TDLR submission.

Meetings: As described under Task 3.4

Task 3.3: Contract Administration/Construction Observation

MESA will conduct contract administration and construction observation services as related to the implementation of the construction documents described in this proposal. Construction observation services will be as follows:

- A. MESA will make up to ten (10) site visits as necessary to the construction sites as they progress to determine conformance of the work to the design as portrayed in the construction documents. These will occur at regularly scheduled site meetings and other periodic inspections as appropriate through the course of construction. Site visits will be documented in field memos provided to the Town staff. These memos will generally describe MESA's response to issues identified by the staff and other issues that the team feels merit consideration. This scope assumes various meetings /site visits during the construction sequence.
- B. MESA will clarify questions regarding the construction as the staff and contractors present them (RFI's), provide consultation, and advise the staff. MESA will prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
- C. Review of contractor submittals and shop drawings as submitted by the contractor, for conformance with the project design. An evaluation of the submittal will be provided.
- D. Tagging and inspection of plant materials (via photos before delivery and on site) to assure conformance with the plans and specifications. (Plant tagging trips at nursery can be provided as an optional service).
- E. Approve the staking of tree locations, plant material layout, and quality of material installation.
- F. Approve the placement of irrigation head locations, materials layout, and quality of the irrigation system installed.
- G. Review of certificates for payment submitted by the contractor.
- H. Preparation of change orders agreed to by the Client for the Client's approval and execution that pertains to the project scope.
- I. Coordinate final site walk-through with the Client (at the conclusion of construction) and provide a punch list of incomplete or non-conforming items to the Contractor to complete the project.
- J. Perform a post completion project inspection (at Town's request) within one year after final acceptance and issue a punch list of incomplete and non-conforming items prior to release of maintenance agreement

Deliverable: Response to field conditions and contractor questions as they develop. Field reports will be distributed regarding the status of the project after each site visit.

Meetings: As described under Task 3.4

Task 3.4: Staff Guidance Meetings and Consultant Coordination for Part 3

Anticipated coordination meetings, conference calls, and presentations for Part 3 are listed below

Meetings for Part 1 are as follows:

Meetings: Up to Five (5) meetings as detailed below:

Task 3.1: Three (3) review/coordination meetings

Task 3.2: Two (2) walk through/final punch list meetings

Task 3.3: none anticipated other than included field visits

Additional site visits or meetings will be billed as additional services as per the attached hourly rate schedule and the preparation of presentation materials other than those described above shall be considered Additional Services and will be invoiced in accordance with the attached hourly rate schedule.

Task 4: Additional Civil Design Sheets

Prepared by Shield Engineering at the request of the Town's plan reviewer and will include site plan, dimensional control plan, grading plan, paving plan, demo/tree preservation plan, tree survey, and additional detail sheets. MESA will provide coordination efforts for existing drawings and base files, as well as QC and review of the additional civil design sheets.

Task 5: Interpretive Signage Design Services provided by fd2s

To include Project Definition, Content Development and Schematic Design, Design Intent Documentation, Bidding Assistance and Contract Administration.

ATTACHMENT B-2 COST OF SERVICES

COST OF SERVICES

The below scope of services will be billed on a percentage completion basis or hourly not to exceed as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract. The below tasks shall be billed as follows:

Task	Base Fees
PART 1: DETAILED DESIGN SERVICES	
Task 1.1: Data Collection and Project Kick-Off <i>Lump Sum Fee</i>	\$6,450.00
Task 1.2: Schematic Design <i>Lump Sum Fee</i>	\$15,000.00
Task 1.3: Schematic Design Revisions <i>Lump Sum Fee</i>	\$2,500.00
Task 1.4: Opinion of Probable Construction Cost <i>Lump Sum</i>	\$2,500.00
Task 1.5: Staff Guidance Meetings and Consultant Coordination for Part 1 <i>Lump Sum Fee</i>	\$2,000.00
PART 2: CONSTRUCTION DOCUMENT SERVICES	
Task 2.1: Design Development <i>Lump Sum Fee</i>	\$52,500.00
Task 2.2: Park Board Presentation <i>Lump Sum Fee</i>	\$3,000.00
Task 2.3: Construction Documents <i>Lump Sum Fee</i>	\$73,280.00
Task 2.4: Staff Guidance Meetings and Consultant Coordination for Part 2 <i>Lump Sum Fee</i>	\$4,500.00
PART 3: CONSTRUCTION RELATED SERVICES	
Task 3.1: Bidding and Negotiation <i>Lump Sum Fee</i>	\$5,000.00
Task 3.2: TDLR Review Coordination <i>Lump Sum Fee</i>	\$2,700.00
Task 3.3: Contract Administration/Construction Observation <i>Lump Sum Fee</i>	\$22,500.00
Task 3.4: Staff Guidance Meetings and Consultant Coordination for Part 3 <i>Lump Sum Fee</i>	\$2,800.00
Task 4: Additional Civil Design Sheets <i>Lump Sum Fee</i>	\$13,500.00
Task 5: Interpretive Signage Design <i>Lump Sum Fee</i>	\$55,040.00
Total Cost of Base Services:	\$263,270.00

Reimbursable Expenses are included in the Fee, not to exceed \$10,500.00. Out of Town travel not included for MESA or sub consultants.

Note: Fees required for TDLR review are not to exceed \$1,500.00 and included in the fee proposal. **Changes to the fees required by any regulatory agency will be billed as an Additional Service.**

Permitting, Platting, Testing, and impact fees are not included.

Sub consultant fees for, Architecture, Civil Engineering, MEP (lighting and water feature), Structural Engineering, Irrigation, and Survey are included within the fees quoted above:

Architecture:	\$26,000.00
Civil Engineering:	\$24,460.00
MEP:	\$25,000.00
Interpretive Graphics:	\$26,000.00
Structural Engineering:	\$ 2,500.00
Geotechnical:	\$ 4,450.00
Irrigation:	\$ 1,275.00

No other sub-consultants are anticipated at this time for the Construction phase of this project.

ADDITIONAL SERVICES/HOURLY FEE SCHEDULE

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, because of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

Senior Principal	\$235.00
Principal	\$180.00
Associate	\$150.00
Senior Project Manager	\$120.00
Project Manager	\$100.00
Senior Designer	\$ 90.00
Designer	\$ 80.00
Marketing/Acct./Admin	\$ 75.00
Intern	\$ 65.00

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
 - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD format.
 - b. Soils Report (if required).
 - c. Budgetary Considerations.
2. Not included are the following:
 - a. Public Engagement of Focus group input on design elements
 - b. Structural design for remembrance wall or other final recognition content (by contractor)
 - c. Content or illustrations for interpretive signage.
 - d. Vehicular Paving Improvements outside of scope area
 - e. Utilities (water, sewer, storm, electrical, cable, telephone, etc.) outside of scope area
 - f. Architectural and Mechanical Engineering design outside of described scope
 - g. Geotechnical
 - h. Landscape Lighting Electrical Plans
 - i. Design of new or additional elements added to the scope of work or any related off-site improvements
 - j. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)

- k. Illustrative plans, models and drawings not specifically described in the Scope of Services
 - l. As Built or Record Drawings other than irrigation and plumbing, based on information provided by contractor.
 - m. Permitting
 - n. Site Safety, Operations and Maintenance
 - o. Changes in the project scope/objectives or changes to items that were previously approved by the Client will constitute a change order. Change orders will be scoped and bid as additional projects. Turnaround time for change orders will be subject to Square Peg Design resource availability.
 - p. LEED and/or green building programs, documentation and analyses are not included.
 - q. All work associated with expediting and/or procuring permits is excluded.
 - r. Communications, security, and audio-visual systems are not included in the electrical fee except as noted.
 - s. Traffic Study and Modeling, Traffic Analysis, Parking Flow Study, Signal Warrant Study Studies: Line of Sight, Water, Sanitary Sewer, Drainage, Feasibility
 - t. City Encroachment Agreements
 - u. Community Facilities Agreements (CFA), Community Facilities Contracts (CFC)
 - v. TxDOT Driveway/Utility Permit, Design and Details
 - w. Permits: Grading, Tree Removal, Tree Preservation Plan, Urban Forestry Compliance Plan, Water Appropriations, Dam Safety, FAA, TxDOT, TRA, Railroad, Driveway
 - x. Environmental assessment, impact statement, Waters of the US/Wetland delineations or permits
3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
4. MESA Design Associates does not act as General Contractor in any way or accept responsibility for poor craftsmanship.



TOWN COUNCIL AGENDA J.8. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Blake Hummel, Senior Project Engineer

ITEM: **Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Glen Chester Lift Station Rehabilitation project, in the amount of \$181,500.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Glen Chester Lift Station Rehabilitation project includes the rehabilitation of the existing Glen Chester Lift Station site originally installed with the Woodlake Estates subdivision in 1992. The upgrades anticipated are as follows: removal and replacement of existing submersible pumps and valving, structural/coating improvements to existing wet well, reconfiguration of existing bypass connection for better emergency access, misc. fence/gate/site improvements, removal and replacement of existing SCADA controls, antenna and generator controller, upgrade to odor control equipment, modifications to underground electrical conduit and installation of shade covering over electrical equipment rack.

The scope of the Professional Services Agreement includes the preparation of design survey, design plans, amended site plan documentation, contract specifications and record drawings.

The engineer's opinion of probable cost is \$1,200,000.00. Construction is estimated to begin once construction funds are allocated to the project in October 2023 (FY2023-2024).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The decision to not approve the proposed Professional Services Agreement for design would postpone the required updates and upgrades to the Glen Chester Lift Station site which services the immediate surrounding area with access to a functional sanitary sewer system.

FISCAL IMPACT: \$181,500.00

Proposed Expenditure/(Revenue)
\$181,500.00

Account Number(s):
610-970-98280-6180

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

ATTACHMENTS:

1. PSA Kimley-Horn
2. Form 1295_Internal Use

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, INC.**

This contract is entered into on this 19th 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 **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Glen Chester Lift Station Rehabilitation 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 Glen Chester Lift Station Rehabilitation project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Eighty-One Thousand Five Hundred and No/100 Dollars (\$181,500.00). 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.

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:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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:

Kyle Sanderson, P.E.
Associate
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
972-770-3033 Telephone
kyle.sanderson@kimley-horn.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:
Kimley-Horn and Associates, Inc.

By: Sarah Williamson
Name: SARAH WILLIAMSON
Title: VICE PRESIDENT

Date Signed: NOVEMBER 29, 2022

State of Texas §
 §
County of Dallas §

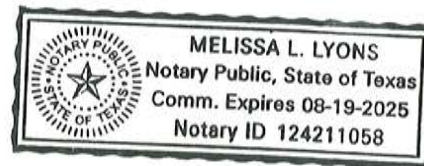
This instrument was acknowledged before me on the 29th day of November, 2022, by Sarah Williamson in his capacity as Vice President of Kimley-Horn, a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Kimley-Horn and Associates, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 29th DAY OF Nov, 20 22.

Melissa L. Lyons
Notary Public, State of Texas

My Commission Expires:

8-19-2025



ATTACHMENT A
SCOPE OF SERVICES

PROJECT NAME: Glen Chester Lift Station Rehabilitation

PROJECT UNDERSTANDING

This project includes the rehabilitation of the Town's existing Glen Chester Lift Station. More specifically, the project will consist of the following:

- Remove and replace existing submersible pumps and valving
- Structural and coating improvements to wet well
- Reconfigure bypass connection
- Fence, gate, and site landscape improvements
- Remove and replace existing SCADA controls, antenna, and generator controller
- Remove and replace odor control equipment
- Modification to underground electrical conduit and installation of shade covering over electrical equipment rack.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS AND MEETINGS

- A. Record Research - Work with Town staff to obtain all available record drawings associated with existing lift station and force main. Coordinate with franchise utilities to obtain record drawings.
- B. Kick-off Meeting - Conduct kick-off meeting with the Town to confirm the goals, schedule, and deliverables for the project.
- C. 60% Design Review Meeting – Conduct meeting with Town to review 60% plans.
- D. 90% Design Review Meeting - Conduct meeting with Town to review 90% plans.
- E. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, prepare project deliverables, and coordinate with subconsultants.

TASK 2: FIELD SURVEY AND BASE MAPPING

- A. Perform field survey to identify and locate existing topographic elements within the existing fence limits of the lift station and within the right-of-way directly adjacent to the lift station. Field survey will consist of the following:

1. Property pins
 2. Existing pavement
 3. Driveways
 4. Storm infrastructure
 5. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 6. Traffic signal poles, cabinets, and other signal equipment
 7. Retaining walls
 8. Fence limits and material types
 9. Other applicable physical features that could impact design
- B. Walk the survey and review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered an Additional Service.
- C. Incorporate underground franchise utilities, water, wastewater, and storm lines based on available record drawings.
- D. Establish horizontal and vertical control. One benchmark will be set at the site. Set horizontal and vertical points to be used for construction layout. Survey shall meet the requirements of the Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas, Categories 7 and 8, Second Order.

TASK 3: PUMP EVALUATION

- A. Evaluation Tasks:
1. Conduct pump performance tests of each pump. Pump performance tests will include flow, discharge head, suction head, NPSH, surge data, and input power measurements where possible. Power measurements will only be possible for 480 volt and below. Perform the following tests for each operational pump:
 - a. Perform one (1) single-point hydraulic test with a single pump in operation at a time.
 - b. Perform one (1) single-point hydraulic test with multiple pumps in operation at a time.
 2. Conduct a condition assessment of each pump and associated piping. Condition assessments will include major pump components and a numerical condition ranking from 1 to 5 including notes regarding significant defects. Photos and details will be provided for components with conditions equal to 4 or 5. Portions of the evaluation requiring entering the wet well

will not be performed. Evaluation of the wet well piping and interior wet well condition will be limited to observation from ground level.

3. Perform one (1) site visit with Town staff to perform field testing. Attend subsequent meeting with Town staff to present the findings.

B. Evaluation Deliverables

1. Pump Performance Information - Including pump output (GPM), total dynamic head, current (Amps), voltage, input horsepower, output horsepower, wire-to-water efficiency, system curve, and comparisons to key performance indicators.
2. Condition Assessment Report - A tabulation of the major components, their condition ranking, and descriptions of any defects observed. Identify pumps with the potential for failure.

C. Services provided by the Town

1. Prior to beginning the pump evaluation, Consultant will provide a summary of work that the needs to be completed by the Town before testing is conducted. Work is expected to include, but not limited to, cleaning of wet well ahead of testing, functional testing of isolation valves, providing SCADA data, providing applicable pump curves and record drawings, and Town staff coordination to complete pump evaluations.
2. The existing valve vault piping is currently configured with tap assemblies. It is assumed that these assemblies are functioning; however, if existing tap assemblies are not functional, the Town would be required to install a new service saddle on the discharge piping prior to testing.

TASK 4: AMENDED SITE PLAN

A. Design Tasks

1. Prepare Amended Site Plan package. Package shall consist of the following sheets.
 - a. Site Plan
 - b. Landscape/Screening Plan
 - c. Elevations
2. Submit package to Town for review and comment.
3. Address Town comments. Up to two (2) rounds of comments are assumed.

B. Design Deliverables

1. Electronic (PDF) copy of Amended Site Plan package.

C. Services provided by the Town

1. Review and comment on Amended Site Plan package.

D. Exclusions/Assumptions

1. Consultant will prepare Amended Site Plan package to Town Project Manager. Town Project Manager will be responsible for submitting document to Town Planning Department and for any required coordination with Town Planning Department.
2. It is understood that an existing site plan does not exist for the lift station; however, the station will only be required to go through the “Amended Site Plan” process.
3. Attending and/or presenting at Town Council or Planning and Zoning Commission is excluded from this scope of work.

TASK 5: 60% DESIGN

A. Design Tasks

1. Prepare construction drawings based on existing surface features and current design standards. Plan set will consist of 22”x34” sheets. The following sheets are anticipated:
 - a. Cover
 - b. General Notes
 - c. Demolition Plan
 - d. Yard Piping and Dimensional Control Plan
 - e. Mechanical Plan and Section Demolition Plan
 - f. Mechanical Plan and Section Improvements Plan
 - g. Construction Details
 - h. Erosion Control Details
 - i. Electrical Site Plan
 - j. Electrical One-Line Diagram
 - k. Electrical Conduit Schedule
 - l. Electrical Control Schematics
 - m. Electrical Details
2. Evaluate bypass pumping solutions. Meet with Town Public Works group to discuss feasibility.
3. Coordinate with odor control manufacturers.
4. Coordinate with electrical service provider to understand service feeds onsite. If necessary, coordinate with service provider to separate lift station service from warning siren service.
5. Perform up to one (1) site visit.
6. Prepare opinion of probable construction cost (OPCC) based on 60% design.
7. Submit to the Town 60% construction plans and OPCC for review and comment.

B. Design Deliverables

1. Three (3) hard copies and electronic (PDF) copy of the 60% construction plans.
2. Three (3) hard copies and electronic (PDF) copy of the 60% OPCC.

C. Services provided by the Town

1. Review and comment on 60% construction plans and OPCC.

TASK 6: 90% DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 60% plans.
2. Prepare construction drawings based on existing surface features and current design standards. Plan set will consist of 22"x34" sheets. The following sheets are anticipated in addition to the sheets identified in **Task 5**
 - a. Grading and Erosion Control Plan
 - b. Bypass Pumping Plan
 - c. Structural General Notes
 - d. Structural Plan/Details (Electrical Rack Shade Covering)
3. Prepare Project Manual which consists of front-end documents and technical specifications for materials and installation of the proposed facilities. The front-end documents shall be based upon Flower Mound Contract Documents. Where a project specific technical specification is not provided, the NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern.
4. Perform structural design for the electrical rack shade covering.
5. Coordinate with coating manufacturers to select proposed wet well coating.
6. Perform up to one (1) site visit.
7. Prepare OPCC based on 90% design.
8. Submit to the Town 90% Contract Documents and OPCC for review and comments.

B. Design Deliverables

1. Three (3) hard copies and electronic (PDF) copy of the 90% contract documents (plans and specifications)
2. Three (3) hard copies and electronic (PDF) copy of the 90% OPCC.

C. Services provided by the Town

1. Review and comment on 90% plans, technical specifications and OPCC.

D. Exclusions/Assumptions

1. Proposed improvements to wet well structure will utilize pre-cast components and will not require a detailed structural design.

TASK 7: 100% DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 90% submittal.
2. Prepare OPCC based on final design.

3. Submit to the Town 100% complete plans, specifications and OPCC.

B. Design Deliverables

1. Three (3) hard copies and electronic (PDF) copy of the 100% contract documents (plans and specifications).
2. Three (3) hard copies and electronic (PDF) copy of the 100% OPCC.

TASK 8: BIDDING PHASE SERVICES

- A. Provide 5 sets of bidding documents and an electronic (PDF) copy. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon payment of a non-refundable fee to cover cost of printing the documents.
- B. Review Contractor questions and assist Town in preparation of addenda as required.
- C. Prepare specification books for execution.
- D. Deliverables
1. Print and deliver to the Town up to 5 sets of bid documents
 2. Deliver 2 sets of specification books for execution
 3. Provide electronic copies of the Front-End documents (Word) and bid items (Excel).
- E. Exclusions
1. Conformance Drawings

TASK 9: RECORD DRAWINGS

- A. Prepare record drawings from Contractor's and Town's marks showing changes made during construction. Transfer Contractor's marks to digital format. Consultant will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy.
- B. Deliverables
1. Record drawing in digital format (PDF & CAD).
- C. Services Provided by the Town
1. Review of Contractor's marks for completeness and accuracy.

ADDITIONAL SERVICES

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

- Assisting Town or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Attending additional public meetings during the project.
- Attending a pre bid meeting
- Reviewing Contractor's references
- Preparing detailed traffic control plans
- Perform Level A or Level B SUE.
- Perform construction phase services.
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

The Consultant will provide the Scope of Services for a lump sum fee.

TASK 1 – General Items and Meetings	\$13,000
TASK 2 – Field Survey and Base Mapping	\$12,000
TASK 3 – Pump Evaluation	\$7,500
TASK 4 – Amended Site Plan	\$10,000
TASK 5 – 60% Design	\$58,500
TASK 6 – 90% Design	\$62,000
TASK 7 – 100% Design	\$9,000
TASK 8 – Bidding Phase Services	\$2,500
TASK 9 – Record Drawings	\$7,000
<u>TOTAL</u>	<u>\$181,500</u>

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



TOWN COUNCIL AGENDA J.9. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Consider approval of a Professional Services Agreement for monthly gas well pad site 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.**

BACKGROUND: The Town began conducting air monitoring in 2010 on a quarterly basis to assess the ambient air conditions adjacent to gas well operations and other areas in the Town. In 2011, the Town Council directed staff to implement a monthly monitoring program which has continued through 2022. The reports from the 2010 through 2022 air sampling and pad site monitoring activities have been provided to the Town and are posted on the Town's webpage.

Beginning with the 2016-2017 program proposal, a more detailed gas well pad site monitoring approach was initiated to assess pad site conditions more effectively and identify potential air quality-related issues. For the proposed 2023 program, Modern Geosciences will continue to conduct upwind and downwind monitoring consistent with EPA methodology, near-equipment inspections to evaluate the operational conditions on the pad sites, subgrade piping monitoring, and conduct post-production inspections associated with gas well plugging and pad site abandonment activities.

Modern Geosciences has provided an acceptable scope of services for the air sampling and pad site monitoring program, and Modern Geosciences has the necessary experience to perform the requested sampling and analysis. The cost for the monthly monitoring program for 2023 is estimated at \$45,000, which includes contingency costs in the event additional monitoring events are needed. The costs associated with the pad site monitoring program are covered by annual gas well pad site monitoring and inspection fees which are assessed to the pad site operators. The current Professional Services Agreement for the Town's monitoring and inspection program expires in December 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$45,000.00

Proposed Expenditure/(Revenue)

\$33,750.00

\$11,250.00

Account Number(s):

100-695-96050-5110 (FY 22-23)

100-695-96050-5110 (FY 23-24)

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

This contract is entered into on this 19th 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 Modern Geosciences, LLC. ("hereinafter referred to as "CONSULTANT") whose address is 5100 Thompson Terrace, Colleyville, Texas 76034.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to conducting monthly gas well pad site air monitoring inspections and post-production inspections in 2023, and provide a final report for each monthly monitoring event and inspections to the TOWN; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty - Five Thousand and no/100 Dollars (\$45,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII. **Insurance**

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

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

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

The following policies and coverage shall be required:

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

CONSULTANT under this Contract to the extent covered by policy form CG0001 or equivalent, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form.

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

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII. Indemnification

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

XIII. Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have

exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondent superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV. Default

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

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

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

XV. Provisions Surviving Termination

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

XVI. Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

XIX.
Notice Information

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

Matthew Woods, Director of Environmental Services
Town of Flower Mound
2121 Cross Timbers Road

Flower Mound, Texas 75028
972-874-6348 Telephone
972-874- 6473 Facsimile

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

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

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

XX.

Applicable Law

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

XXI.

Non-Discrimination

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

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

XXII

Arbitration

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

XXIII.

No Waiver of Governmental Immunity

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

XXIV.

Severability

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

XXV.

Remedies

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

XXVI.

Entire Agreement

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

XXVII.

Non-Waiver

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

XXVIII.

Headings

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

XXIX.

Venue

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

XXX.

No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

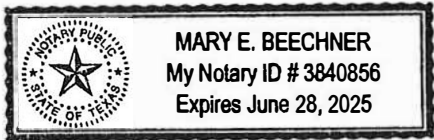
CONSULTANT:
Modern Geosciences, LLC.

By: [Signature]
Name: Kenneth S. Tramm, PhD, PG
Title: General Manager
Date Signed: 12-7-22

State of Texas §
 §
County of Tarrant §

This instrument was acknowledged before me on the 7th day of December, 2022, by Kenneth S. Tramm, PhD, PG, in his capacity as Principal of Modern Geosciences, LLC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Modern Geosciences, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7th DAY OF Dec, 2022.



Mary Beechner
Notary Public, State of Texas

My Commission Expires:
6-28-25



DATE November 4, 2022

PROPOSAL P22472

ATTN **Mr. Matthew Woods**
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75208

SUBJECT **Padsite Inspection and Air Monitoring Program - 2023**
Flower Mound, Texas

Dear Mr. Woods:

Modern Geosciences, LLC (Modern) is pleased to submit this this proposal to the Town of Flower Mound (Town) to perform Monthly Padsite Inspection and Air Monitoring in 2023.

The following sections provide our understanding of the proposed project, scope of work, fee and schedule. Modern's consulting services will be conducted in accordance with the scope of services detailed below and Professional Services Agreement (PSA) as provided by the Town.

BACKGROUND AND PROJECT UNDERSTANDING

Modern understands the Town would like to continue detailed padsite inspection and air monitoring in 2023. Prior sampling and monitoring have been completed by the Town since 2010 with individual padsite inspection following in 2013. Since padsite inspections have been implemented, hundreds of leaks have been identified and addressed by operators, which in turn minimize impact to off-site properties. Dr. Kenneth Tramm with Modern has been the Program Manager since 2010 for the Town and will continue in this capacity.

Our padsite inspection and air monitoring approach includes two distinct steps that will occur simultaneously and produce padsite-specific data to aid in the identification of concerns before significant releases or emissions become a greater concern off the padsite. Modern has worked with the Town to tailor our approach and expand our inspection parameters each year monitoring has been performed. Additionally, Modern will perform Post-Production Inspection efforts to address possible legacy concerns that may impact future redevelopment of prior padsites after well plugging and equipment decommissioning.

Additional detail on the Fenceline Monitoring and Near-Equipment Inspection is presented below.



Fenceline Monitoring

Modern will continue to perform up and downwind air sampling for each padsite. This will utilize our Gas Chromatograph/Mass Spectrometer (GC/MS) to analyze samples collected upwind and downwind of each padsite for volatile organic compounds (VOCs). Additionally, Modern will deploy high-resolution particulate matter (PM) monitors to evaluate up and downwind levels of PM_{2.5} (fine particles) and PM₁₀ (coarse particles) in addition to a high-resolution hydrogen sulfide meter (3 ppbv detection limit).

GC/MS System

The GC/MS will allow collection of discrete samples analyzed using a modified EPA Method TO-15 or TO-17 for broad range of volatile organic compounds (VOCs). This is consistent with the ambient monitoring approach described below, but will be processed within 12 hours of collection to allow us the ability to respond to concerns in an expedited manner. This approach will yield high resolution data in the low parts per billion.

Particulate Matter

Modern will collect PM data within 60 second intervals to allow multiple observations both up and downwind of padsites. The samples will be analyzed using light-scattering methods to allow differentiation of specific mass sizes. This allows estimation of both coarse and fine particle contribution to ambient air from multiple emission sources that may be present at a padsite (compressor exhaust, diesel engine exhaust, elevated SVOCs). Temperature and humidity will be recorded to allow adjustment to observations as appropriate.

Discrete Meters

Handheld meters (further detailed below) monitoring hydrogen sulfide, VOCs, methane, and radiation will also be utilized at the fenceline locations. Additionally, Modern will record meteorological data such as wind speed, direction, and barometric pressure.

Near-Equipment Inspection

During the monitoring event, Modern will perform an Audio, Visual, and Olfactory (AVO) field inspection as well as record monitoring results with the use of optical gas imaging systems (e.g., FLIR cameras) and handheld meters. The goal of near-equipment inspection activities is to visually evaluate operational conditions of well heads, well connections, flanges, valves, pumps, well head fluids (i.e., corrosion inhibitors), production piping, visible system pressure gauges, separator systems, above-ground storage tanks (i.e., thief hatch, ventilation), fluid disposal transfer points, compressor system connections, chemical storage areas, and identify obvious signs of staining, spills, or releases.

Modern uses a FLIR GF320 Optical Gas Imaging (OGI) system to determine if a potential leak is indicated. When emissions are identified, handheld equipment is used to quantify the emissions for leak determination at the point of release. Our instrumentation includes optical methane sensors (ppmv resolution), radiological survey meters (uR/hr resolution), photo-ionization detectors (ppbv resolution), and hydrogen sulfide monitors (ppbv resolution).

Our proposed leak definitions are set at either positive visual observation with the OGI equipment, or if accessible, direct measurement for quantification. An example of typical leak definition thresholds is outlined below.

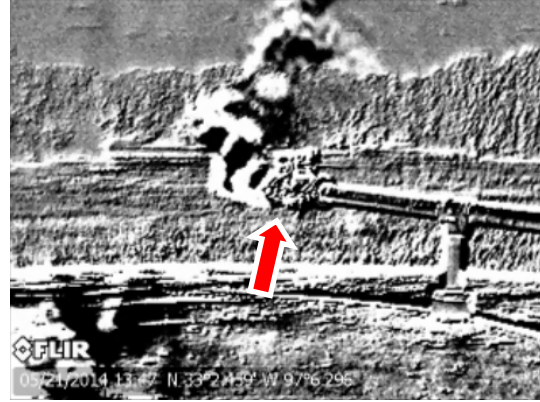
Measured Compound	On-Site Criteria	Fenceline Criteria
Methane	10,000 ppmv ¹	500 ppmv ²
Hydrogen Sulfide (H ₂ S)	5 ppmv ³	0.08 ppmv ⁴
Total VOCs (tVOCs)	500 ppmv ^{2,5}	5 ppmv ⁶
Radiation (NORM)	50 µR/hr ⁷	20 µR/hr ⁷
Individual VOCs, Ozone, others	OSHA, NIOSH, ACGIH levels	TCEQ Short-term AMCV or ESL, NAAQS
Particulates	PM _{2.5} - 5,000 ug/m ³ ⁸ PM ₁₀ - 15,000 ug/m ³	PM _{2.5} - 35 ug/m ^{3,9} PM ₁₀ - 150 ug/m ^{3,9}

1. Utilizes the Interstate Natural Gas Association of America (INGAA) recommended leak definition within their December 4, 2015 response to EPA Docket No. EPA-HQ-OAR-2010-0505 – “Oil and Natural Gas Sector: Emission Standards for New and Modified Sources,” dated September 18, 2015 (80 FR 56593). Also represents 20% of the Lower Explosive Limit. A lower leak definition and additional inspection and reporting may be required at facilities subject to 40 CFR §60 Subpart OOOOa
2. NSPS; 40 CFR Part 40 Subpart OOOOa; Represent half of the American Conference of Governmental Industrial Hygienists (ACGIH) 8-hour threshold limit value (TLV) of 1,000 ppmv (0.1% by volume) set for potential cardiac sensitization and central nervous system depression.
3. 50% NIOSH 10-minute IDLH ceiling (29 CFR 1910.1000 Table Z-2)
4. 30-minute criteria set at 30 TAC §112.31
5. EPA 20102; 40 CFR Part 63 (EPA-HQ-OAR-2010-0505; FRL-RIN 2060-AP76)
6. Used as an indicator elevated VOCs may approach or exceed ambient air quality criteria
7. 16 TAC §4; Environmental Protection, Subchapter F, Oil and Gas NORM; EPA average background criteria established under Document No. 402-R-08-005; April 2008. Reported background ranged from 10 µR/hr to 85 µR/hr.
8. Utilizes OSHA Total and Respirable Limits
9. Utilizes the 24-hour Average Criteria set under NAAQS

The above references represent non-ambient conditions that would typically indicate a significant contribution of COC emissions from production equipment. If “new, modified, or reconstructed” equipment as defined within NSPS OOOOa is present on a padsite, the methane (as a part of the VOC definition) leak criteria will be adjusted to match NSPS requirements of 500 ppmv.



Near-Equipment Inspection efforts during a padsite inspection event using an Optical Gas Imaging (OGI) Camera to record a leak.



Example image for a leaking pressure control valve from a tank battery system. The leak is video recorded for the operator to repair.



Example of infrared methane monitoring after a leak has been identified with the OGI equipment.



Example of tagged equipment in need of repair or replacement. Modern can tag each accessible component noted above monitoring goals.

SCOPE OF SERVICES

TASK 1: PADSITE INSPECTION AND FENCELINE AIR MONITORING

Modern will coordinate with Town staff and padsite representatives to obtain access to each of the padsites. Flame Resistant clothing will be worn during access to areas where flammable environments are anticipated. It is anticipated that the services will be performed under Level D safety requirements and no other protective gear is required.

Modern will perform upwind and downwind monitoring by collecting discrete samples for VOC analysis as well as particulate matter evaluation. During the fenceline monitoring events, Modern will also complete Near-Equipment Inspection activities as detailed earlier.

Inspection Schedule

Modern will coordinate with Town staff to inspect each of the padsites every six months (twice annually). We understand Town staff will continue to verify the identified leaks are addressed by the operator, but have anticipated periodic assistance and re-inspections as directed by Town staff. Modern will coordinate with Town staff on the final schedule for inspections and monitoring.

TASK 2: MONTHLY REPORTING

The preliminary results of our assessment will be verbally reported during the course of the project. Modern's scope of services for this assessment is based on the production of brief reports issued after each sampling and inspection period. Streamlined reports are proposed and will be padsite specific.

The reports will include:

- Results of Near-Equipment inspections and notation of changing conditions identified;
- Results of Fenceline Monitoring and notation of changing conditions identified;
- Subgrade piping inspection results; and
- Findings and Conclusions

The ambient air sampling and monitoring results will be compared to the current Texas Commission on Environmental Quality (TCEQ) Short Term Air Monitoring Comparison Values (AMCVs) and if warranted, additional related risk criteria developed by the TCEQ Toxicology Division and/or other appropriate regulatory entities.

TASK 3: POST-PRODUCTION INSPECTION REPORTING

As padsites are decommissioned and future development contemplated, it is important that final site conditions be confirmed since there is a possibility for subgrade leaks, elevated radiation from NORM-containing scale, and/or other non-compliance items to be identified. Modern has developed a streamlined process and reporting format to help document if final site conditions suggest a concern for future development. To ensure the final location of all major infrastructure is captured, Modern will bring GPS equipment with sub-meter capability to verify all separators, tanks systems, wells, and other equipment locations.

A contingency cost for the Interim Post-Production Inspection (PPI) (equipment still present) and/or Final PPI (all equipment and planned grading completed and RRC plugging documents submitted). If elevated radiation is noted during the interim effort, this will be communicated to the operator to confirm if removal is still planned



or confirmatory sampling pending. If the inspection event follows the completion of all planned padsite activities by the operator, and evidence of a release or elevated radiation (2x background) remains, Modern's inspection will include soil sampling and laboratory analysis for determination of regulatory compliance. A contingency budget was added for these purposes. Additionally, a Final PPI will include all available close out documents as submitted to the City and RRC.

ESTIMATED BUDGET

Modern will perform the above-described scope of services on a unit rate cost (per below) with an annual not-to-exceed budget of **\$45,000**. Additional costs might be incurred if the assumptions presented earlier are not correct or further monitoring assistance is needed outside the above scope. In the event that additional costs and services are required, Modern will notify the town immediately and prepare an estimate of the additional cost. Modern will not exceed the authorized amount until written approval from town has been received. The estimated project budget is summarized in the table below. Please see the attached table for information regarding the current status of the active Flower Mound padsites.

PROJECT BUDGET	
TASK 1-2: INSPECTION/REPORTING	
Consulting Labor and Expenses (\$1,400/well x 8 wells x 2 events)	\$ 22,400
Subtotal:	\$ 22,400
TASK 3: POST-PRODUCTION INSPECTION	
Interim Field Inspection/Report (\$1,500/ea x 1 estimated)	\$ 1,500
Final Field Inspection/Report (\$2,300/ea x 7 estimated)	\$ 16,100
<i>Program Contingency Costs (if sampling required)</i>	\$ 5,000
Subtotal:	\$ 22,600
ANNUAL TOTAL BUDGET:	\$ 45,000

PROJECT SCHEDULE

Modern is ready to begin project activities within 10 days of authorization. Each monthly sampling event will include coordination with Town staff and padsite operators (as authorized by Town) so all active padsites are evaluated twice annually. Post-production inspections will be coordinated with Town staff when each location is ready.

ASSUMPTIONS AND LIMITATIONS

- Our client will coordinate all access and site personnel/equipment requirements to allow the above scope of services to be executed;



- Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of our profession practicing in the same locality, under similar conditions and at the time the services are performed;
- Our findings and conclusions will be based on the information available for review. This will only include a limited number of observations and data points. It is likely that conditions will vary between or beyond the specific points evaluated. Modern makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. The final report will be submitted electronically. Hard copies can be provided for an additional fee;
- The samples collected as part of these services will represent conditions at the time of sampling only as future conditions can vary based on changing conditions, such as: work schedules of oil and gas exploration, production, and transmission, temperature, weather factors and other industrial activities within the Town; and
- This proposal is valid for a period of 60 days from the date of issuance.

AUTHORIZATION

If this proposal meets your needs please submit provide us written authorization and the PSA as required by the Town. If there is a need for any change in the scope of services described in this proposal, please contact us immediately. Any requested changes may require revision of the proposed fee and schedule. All terms and conditions indicated in this proposal will be considered by both parties to be in effect from the effective date of the executed contract through completion of the project.



CLOSING

We thank you for the opportunity to provide this proposal for environmental services and look forward to working with you on this project. If you have any comments or questions concerning this proposal please contact us at your earliest convenience.

Respectfully submitted,

Kenneth S. Tramm, PhD, PG, CHMM
PROGRAM MANAGER

MODERN GEOSCIENCES

TEXAS REGISTERED GEOSCIENCE FIRM 50411

TEXAS REGISTERED ENGINEERING FIRM F-16201

ATTACHMENT



MODERN GEOSCIENCES
TRUSTED ENVIRONMENTAL ADVISORS

Flower Mound Padsites - 2023		
Padsite	Number of Wells	Current Status
Obenchain	2	Interim Completed
Bob Smith A	11	Interim Completed - Wells Plugged - Pending PPI
Sam Wilson CS	11	Partial Interim Completed - Pending PPI on wells (5) to be plugged - 6 wells to remain active
Hillard	2	Active
Bunn	2	Interim Completed
Sam Wilson 5,6	2	Interim Completed
Bob Smith B	5	Interim Completed - Wells Plugged - Pending PPI
Bob Smith C	2	Interim Completed - Wells Plugged - Pending PPI
	To Remain Active in 2023	



TOWN COUNCIL AGENDA J.10. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: David Stallings, ITS Manager

ITEM: Consider approval to amend the estimated annual amount for the purchase of traffic analytics detection systems and other traffic related parts from \$500,000.00 to \$700,000.00 from AM Signal, through the Purchasing Cooperative of America contract.

BACKGROUND: In order to maintain compatibility and expedite the timely order of traffic analytics detection systems and other related traffic products for the Town of Flower Mound, the Transportation Services Division is requesting to use the Purchasing Cooperative of America contract for purchasing traffic signal related products. In July 2022, Town Council approved the purchase of an estimated \$500,000.00 annually for traffic related products from AM Signal. The requested increase in the estimated annual amount is \$200,000.00 bringing the total amount requested to \$700,000.00. The additional funding request is being necessitated by the adaptive project combined with the signal detection rehabilitation project.

Transportation Services Division has determined that this contract will serve the needs of the Town and has requested to participate to take advantage of these contracted rates. The items available under this contract are traffic analytics detection systems, ITS cameras, and other related traffic products. Traffic analytics detection systems allow continuous, multi modal traffic data to be collected, providing the foundation for more accurate signal timing plans and adaptive signal implementation. By continuously collecting data, the impact of existing changes can be measured and, in the future, provide the measured benefit of adaptive signal timing when implemented. Orders will be placed on an as-needed basis only. Each purchase will be funded by either the appropriate CIP project account or the Traffic Signal Division's base budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$700,000.00

Proposed Expenditure/(Revenue)
\$700,000.00

Account Number(s):
Various Projects and Accounts

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Verified PCA contract #OD-358-21

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

AM Signal, LLC

Awarded Contracts:

- **PCA OD-358-21 Traffic Control Products, Services and Related Items**
 - Awarded: December 13, 2021 **Ends: December 12, 2026**

Contacts:

Zac Ward – Vice President of Sales
PH: 303.408.1812
Email: zac@amsignalinc.com

Parker Koenig – Technical Sales Representative
PH: 469.408.6544
Email: parker@amsignalinc.com

Brooke Hageny – Chief Estimator
PH: 720-231-2641
Email: brooke@amsignalinc.com

Gale Nation – Estimator/Contract Manager
PH: 720-749-1671
Email: gale@amsignalinc.com



Please click on the logo to go directly to company's site.

AM Signal, LLC
8100 Southpark Way, Unit A10
Littleton, CO 80120

Phone: (720) 348-6925
Fax: (720) 348-6950

Members put "PCA OD-358-21 – Traffic Control Products... on your Purchase Order.

AM Signal, LLC – Established in 2001, AM Signal has grown to be a leader in the distribution of traffic signal control devices and Intelligent Transportation Systems (ITS) across 14 states in the Rocky Mountain Region. We are a full service, stocking distributor for numerous product lines, with full support from design to technical. AMS represents and distributes products from approximately 30 vendors for the most renowned traffic signal control device and ITS system manufacturers, such as FLIR (detection and thermal cameras), TAPCO (flashing beacons and wrong way detection systems), Pelco (pedestrian signals), APC Schneider (UPS & power supplies), ATSI (Conflict Monitor Testers), Belden (Hirschman Ethernet Switches), Genetec (Video Management), Bosch (ITS Cameras), MioVision (360 Cameras) just to name a few.



TOWN COUNCIL AGENDA J.11. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Wendell Mitchell, Assistant Chief of Police

ITEM: Consider approval of purchase for the acquisition of Axon Fleet 3 in-car video camera products, licensing, and storage for \$65,288.08 (\$13,057.62 annually for years 1 -4 and \$13,057.60 year five over the five-year agreement); and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: Using in-car cameras by law enforcement agencies is a best practice. It has proven to be an effective tool for law enforcement to collect valuable evidence, enhance officer training, improve transparency, build greater community trust, and reduce frivolous complaints against officers for several decades. The Flower Mound Police Department acquired and began deploying Axon Enterprise, Inc., Fleet in-car cameras in June 2019. This transition to Axon Fleet followed a field trial to determine if they would be an alternative to begin replacing our current in-car systems, WatchGuard Video, as those units are due for replacement. These systems will replace our remaining WatchGuard units that are being retired. We decided Axon's in-car camera was a well-designed replacement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: 5 year agreement: \$13,057.62 years 1 - 4 and \$13,057.60 year 5

Proposed Expenditure/(Revenue)

\$13,057.62

Account Number(s):

100-640-43500-5020

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

ATTACHMENTS:

1. Flower Mound Fleet 3 Final
2. Axon MSPA 10-2022

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-374504-44897.688MA

Issued: 12/02/2022

Quote Expiration: 12/29/2022

Estimated Contract Start Date: 10/01/2023

Account Number: 157674

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-4150 Kirkpatrick Ln 4150 Kirkpatrick Ln Flower Mound, TX 75028-1400 USA	Flower Mound Police Dept. - TX 2121 Cross Timbers Rd Flower Mound, TX 75028-2602 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Darren Branch Phone: 972-874-6587 Email: darren.branch@flower-mound.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$65,288.08
ESTIMATED TOTAL W/ TAX	\$65,288.08

Discount Summary

Average Savings Per Year	\$3,858.61
TOTAL SAVINGS	\$19,293.04

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$13,057.62	\$0.00	\$13,057.62
Sep 2024	\$13,057.62	\$0.00	\$13,057.62
Sep 2025	\$13,057.62	\$0.00	\$13,057.62
Sep 2026	\$13,057.62	\$0.00	\$13,057.62
Sep 2027	\$13,057.60	\$0.00	\$13,057.60
Total	\$65,288.08	\$0.00	\$65,288.08

Quote List Price: \$84,581.12
 Quote Subtotal: \$65,288.08

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Fleet 3 Basic								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	60m	16	\$1,020.00	\$1,034.35	\$16,549.60	\$0.00	\$16,549.60
80400	FLEET, VEHICLE LICENSE	60m	8	\$1,200.00	\$1,216.88	\$9,735.04	\$0.00	\$9,735.04
72036	FLEET 3 STANDARD 2 CAMERA KIT		8	\$2,405.00	\$1,238.83	\$9,910.64	\$0.00	\$9,910.64
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		8	\$1,200.00	\$1,216.88	\$9,735.04	\$0.00	\$9,735.04
70112	AXON SIGNAL UNIT		8	\$279.00	\$282.92	\$2,263.36	\$0.00	\$2,263.36
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	49m	8	\$439.04	\$445.22	\$3,561.76	\$0.00	\$3,561.76
80379	EXT WARRANTY, AXON SIGNAL UNIT	60m	8	\$69.60	\$70.58	\$564.64	\$0.00	\$564.64
Individual Items								
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	60m	8	\$2,940.00	\$1,621.00	\$12,968.00	\$0.00	\$12,968.00
Total						\$65,288.08	\$0.00	\$65,288.08

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	70112	AXON SIGNAL UNIT	8	09/01/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	09/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	8	10/01/2023	09/30/2028
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	10/01/2023	09/30/2028
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	8	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	10/01/2023	09/30/2028
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	09/01/2024	09/30/2028

Payment Details

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	70112	AXON SIGNAL UNIT	8	\$452.67	\$0.00	\$452.67
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$1,982.13	\$0.00	\$1,982.13
Year 1	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8	\$1,947.01	\$0.00	\$1,947.01
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$112.93	\$0.00	\$112.93
Year 1	80400	FLEET, VEHICLE LICENSE	8	\$1,947.01	\$0.00	\$1,947.01
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	8	\$2,593.60	\$0.00	\$2,593.60
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	\$3,309.92	\$0.00	\$3,309.92
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$712.35	\$0.00	\$712.35
Total				\$13,057.62	\$0.00	\$13,057.62

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	70112	AXON SIGNAL UNIT	8	\$452.67	\$0.00	\$452.67
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$1,982.13	\$0.00	\$1,982.13
Year 2	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8	\$1,947.01	\$0.00	\$1,947.01
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$112.93	\$0.00	\$112.93
Year 2	80400	FLEET, VEHICLE LICENSE	8	\$1,947.01	\$0.00	\$1,947.01
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	8	\$2,593.60	\$0.00	\$2,593.60
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	\$3,309.92	\$0.00	\$3,309.92
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$712.35	\$0.00	\$712.35
Total				\$13,057.62	\$0.00	\$13,057.62

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	70112	AXON SIGNAL UNIT	8	\$452.67	\$0.00	\$452.67
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$1,982.13	\$0.00	\$1,982.13
Year 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8	\$1,947.01	\$0.00	\$1,947.01
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$112.93	\$0.00	\$112.93
Year 3	80400	FLEET, VEHICLE LICENSE	8	\$1,947.01	\$0.00	\$1,947.01
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	8	\$2,593.60	\$0.00	\$2,593.60
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	\$3,309.92	\$0.00	\$3,309.92
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$712.35	\$0.00	\$712.35
Total				\$13,057.62	\$0.00	\$13,057.62

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70112	AXON SIGNAL UNIT	8	\$452.67	\$0.00	\$452.67
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$1,982.13	\$0.00	\$1,982.13
Year 4	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8	\$1,947.01	\$0.00	\$1,947.01
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$112.93	\$0.00	\$112.93
Year 4	80400	FLEET, VEHICLE LICENSE	8	\$1,947.01	\$0.00	\$1,947.01

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	8	\$2,593.60	\$0.00	\$2,593.60
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	\$3,309.92	\$0.00	\$3,309.92
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$712.35	\$0.00	\$712.35
Total				\$13,057.62	\$0.00	\$13,057.62

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	70112	AXON SIGNAL UNIT	8	\$452.68	\$0.00	\$452.68
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$1,982.12	\$0.00	\$1,982.12
Year 5	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8	\$1,947.00	\$0.00	\$1,947.00
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	\$112.92	\$0.00	\$112.92
Year 5	80400	FLEET, VEHICLE LICENSE	8	\$1,947.00	\$0.00	\$1,947.00
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	8	\$2,593.60	\$0.00	\$2,593.60
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	\$3,309.92	\$0.00	\$3,309.92
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$712.36	\$0.00	\$712.36
Total				\$13,057.60	\$0.00	\$13,057.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/2/2022



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Flower Mound Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the Town of Flower Mound ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB destination via common carrier and title and risk of loss pass to the Agency upon delivery from the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

Title: Master Services and Purchasing Agreement between Axon and Agency (online)

Department: Legal

Version: 3.0

Release Date: 8/31/2022



- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed \$33,979.20. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency (Online)

10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.



AXON

Master Services and Purchasing Agreement between Axon and Agency (Online)

- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.



- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, IP Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the State of Texas, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Exclusive venue for any conflict arising from this Agreement will be in a court of competent jurisdiction within Denton County, Texas.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.



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13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.





Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need



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- Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access

/Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote ("OSP 7 Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
- 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
- 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 5.8. misrepresent the source or ownership; or
- 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4. Ensure all appropriate data backups are performed;
- 7.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
2. **Full-Time ASE Scope of Services.**
 - 2.1. A Full-Time ASE will work on-site four (4) days per week.
 - 2.2. Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.
 - 2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining Agency’s Axon Evidence account
Connecting Agency to “Early Access” programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing Agency’s Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, tier 1 and tier 2 technical support for Axon devices
Proactively monitoring the health of Axon equipment
Creating and monitoring RMAs on-site
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency’s production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon’s Device Management team
Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**
 - 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
 - 3.4. The Regional ASE service options are listed below:

**Account Maintenance**

Conducting remote training on new features and devices for Agency's leadership

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up to 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement for Agency

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software



Master Services and Purchasing Agreement for Agency

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **"Recipient Contact Information"** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.

5. Details of the Processing The nature and purpose of the Processing under this Appendix are further specified

Title: Master Services and Purchasing Agreement between Axon and Agency (online)

Department: Legal

Version: 3.0

Release Date: 8/31/2022

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if



account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



TOWN COUNCIL AGENDA J.12. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Wendell Mitchell, Assistant Chief of Police

ITEM: Consider approval of an agreement for the acquisition of Axon electric control devices (ECD or Taser) for \$33,979.20 (\$6,795.84 annually over the five-year agreement); and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND: Using ECDs, specifically Axon Enterprise, Inc. Taser, is a law enforcement best practice and norm for safely detaining subjects who are displaying active aggression towards others. The Flower Mound Police Department has effectively incorporated Tasers to aid in safely de-escalating encounters with actively aggressive subjects over the last ten years. Often, active-aggressive individuals will voluntarily comply following a warning of impending Taser deployment. This lease of 12 Tasers is an addition to our current inventory of Tasers, helping ensure officers are equipped with this tool. The Flower Mound Police Department trains and recertifies annually with Tasers following departmental policy and industry guidelines.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$6,795.84 each year of the five-year agreement

Proposed Expenditure/(Revenue)
\$6,795.84

Account Number(s):
100-640-43500-5020

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

ATTACHMENTS:

1. Flower Mound T7 Final
2. Axon MSPA 10-2022

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-435113-44897.693MA

Issued: 12/02/2022

Quote Expiration: 12/29/2022

Estimated Contract Start Date: 02/15/2023

Account Number: 157674

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-4150 Kirkpatrick Ln 4150 Kirkpatrick Ln Flower Mound, TX 75028-1400 USA	Flower Mound Police Dept. - TX 2121 Cross Timbers Rd Flower Mound, TX 75028-2602 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Paul Boon Phone: 972-874-3304 Email: paul.boon@flower-mound.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$33,979.20
ESTIMATED TOTAL W/ TAX	\$33,979.20

Discount Summary

Average Savings Per Year	\$413.28
TOTAL SAVINGS	\$2,066.40

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	\$6,795.84	\$0.00	\$6,795.84
Jan 2024	\$6,795.84	\$0.00	\$6,795.84
Jan 2025	\$6,795.84	\$0.00	\$6,795.84
Jan 2026	\$6,795.84	\$0.00	\$6,795.84
Jan 2027	\$6,795.84	\$0.00	\$6,795.84
Total	\$33,979.20	\$0.00	\$33,979.20

Quote Unbundled Price:	\$36,045.60
Quote List Price:	\$33,979.20
Quote Subtotal:	\$33,979.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Basic	2021 Taser 7 Basic Bundle	12	60	\$44.87	\$42.00	\$42.00	\$30,240.00	\$0.00	\$30,240.00
A la Carte Hardware									
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	48			\$38.95	\$38.95	\$1,869.60	\$0.00	\$1,869.60
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	48			\$38.95	\$38.95	\$1,869.60	\$0.00	\$1,869.60
Total							\$33,979.20	\$0.00	\$33,979.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	12	01/15/2023
2021 Taser 7 Basic Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	14	01/15/2023
2021 Taser 7 Basic Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	01/15/2023
2021 Taser 7 Basic Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	10	01/15/2023
2021 Taser 7 Basic Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/15/2023
2021 Taser 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/15/2023
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	48	01/15/2023
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	48	01/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Basic Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	12	02/15/2023	02/14/2028
2021 Taser 7 Basic Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	02/15/2023	02/14/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	14	01/15/2024	02/14/2028
2021 Taser 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	12	01/15/2024	02/14/2028

Payment Details

Jan 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 1	T7Basic	2021 Taser 7 Basic Bundle	12	\$6,048.00	\$0.00	\$6,048.00
Total				\$6,795.84	\$0.00	\$6,795.84

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 2	T7Basic	2021 Taser 7 Basic Bundle	12	\$6,048.00	\$0.00	\$6,048.00
Total				\$6,795.84	\$0.00	\$6,795.84

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 3	T7Basic	2021 Taser 7 Basic Bundle	12	\$6,048.00	\$0.00	\$6,048.00
Total				\$6,795.84	\$0.00	\$6,795.84

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 4	T7Basic	2021 Taser 7 Basic Bundle	12	\$6,048.00	\$0.00	\$6,048.00
Total				\$6,795.84	\$0.00	\$6,795.84

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	48	\$373.92	\$0.00	\$373.92
Year 5	T7Basic	2021 Taser 7 Basic Bundle	12	\$6,048.00	\$0.00	\$6,048.00
Total				\$6,795.84	\$0.00	\$6,795.84

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/2/2022





Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the Town of Flower Mound ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB destination via common carrier and title and risk of loss pass to the Agency upon delivery from the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

Title: Master Services and Purchasing Agreement between Axon and Agency (online)

Department: Legal

Version: 3.0

Release Date: 8/31/2022



- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed \$33,979.20. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency (Online)

10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.



AXON

Master Services and Purchasing Agreement between Axon and Agency (Online)

- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.



- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, IP Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the State of Texas, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Exclusive venue for any conflict arising from this Agreement will be in a court of competent jurisdiction within Denton County, Texas.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
- 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
- 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.



Master Services and Purchasing Agreement for Agency

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13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.





Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need



Master Services and Purchasing Agreement for Agency

- Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access

/Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote (“**OSP 7 Term**”).
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
- 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
- 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 5.8. misrepresent the source or ownership; or
- 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. **“Axon Digital Evidence Management System”** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
- 1.2. **“Active Channel”** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **“Inactive Channel”** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (**“Channel Services SOW”**). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4. **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6. **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.

7. **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:

- 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4. Ensure all appropriate data backups are performed;
- 7.5. Provide Axon with remote access to the Agency’s network and third-party systems when required for Axon to perform the Channel Services;
- 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
2. **Full-Time ASE Scope of Services.**
 - 2.1. A Full-Time ASE will work on-site four (4) days per week.
 - 2.2. Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.
 - 2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining Agency’s Axon Evidence account
Connecting Agency to “Early Access” programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing Agency’s Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, tier 1 and tier 2 technical support for Axon devices
Proactively monitoring the health of Axon equipment
Creating and monitoring RMAs on-site
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency’s production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon’s Device Management team
Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**
 - 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
 - 3.4. The Regional ASE service options are listed below:

**Account Maintenance**

Conducting remote training on new features and devices for Agency's leadership

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software



Master Services and Purchasing Agreement for Agency

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **"Recipient Contact Information"** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.

5. Details of the Processing The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if



account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



TOWN COUNCIL AGENDA J.13. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Paul Henley, Fire Chief

ITEM: Consider approval of the purchase of a 2022 Ford F-450 Frazer Type 1 Ambulance for the Fire and Emergency Services Department from Frazer, LTD through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program in the total amount of \$399,260.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: The Fire and Emergency Services Department is requesting the purchase of (1) 2022 Ford F-450 Frazer Type 1 Ambulance per Town of Flower Mound Specifications from Frazer LTD. This equipment will be purchased through the H-GAC cooperative purchasing program. The vehicle is part of a proposed budget amendment to be approved by Town Council on December 19, 2022 for the Vehicle Equipment Replacement Fund (VERF) budget. This will add an additional ambulance to the fleet to address current and future emergency medical service needs for the Town. Delivery of the ambulance is expected within 8 months after receipt of order, due to immediate availability of the chassis. Additional equipment (Power cot and loading system) totaling approximately \$58,950 will be ordered at a later date and installed by Frazer, LTD.

Pricing breakdown:	Ambulance	\$ 272,310.00
	Chassis	\$ 67,000.00
	H-GAC Processing	\$ 1,000.00
	Subtotal	\$ 340,310.00
	Additional Equipment	\$ 58,950.00
	Purchase Price	\$ 399,260.00

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$399,260.00

Proposed Expenditure/(Revenue)
\$399,260.00

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Stryker Equipment
2. Sterling McCall quote Q33224-0001
3. Bid Award Recommendation Medic for 61000-05
4. Bid Award Recommendation Equipment for 61000-05 Replacement
5. Frazer Ambulance Vehicle Request Form-veh

6. HGAC Worksheet 22 medic for 61000-05
7. Power-LOAD sole source customer letter-dynamic date

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



Flower Mound FD PP2 and LOAD x1

Quote Number: 10615976

Version: 1

Prepared For: FLOWER MOUND FIRE DEPT

Attn:

Quote Date: 11/29/2022

Expiration Date: 02/27/2023

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Gary Montana

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	FLOWER MOUND FIRE DEPT	Name:	FLOWER MOUND FIRE DEPT	Name:	FLOWER MOUND TOWN HALL
Account #:	1097237	Account #:	1097237	Account #:	1077937
Address:	3911 S BROADWAY AVE	Address:	3911 S BROADWAY AVE	Address:	2121 CROSS TIMBERS RD
	FLOWER MOUND		FLOWER MOUND		FLOWER MOUND
	Texas 75028-1808		Texas 75028-1808		Texas 75028-2602

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$30,946.19	\$30,946.19
2.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	1	\$27,999.40	\$27,999.40
Equipment Total:					\$58,945.59

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$736.82
Grand Total:	\$58,945.59

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

STERLING McCALL

7219 Rampart St
Houston, TX 77081
713-772-5511
888-732-9371
713-995-0541 (fax)

Invoice

Bill To:

Flower Mount Fire Department
3911 S. Broadway Avenue
Flower Mound TX 75028

Invoice

Q3324-0001

Invoice Date

12/8/2022

P.O.

TBA

Terms

Net 30

Ship

Via

Frazer Job

Q3324-0001

Item Description

Qty

Unit Price

Total Price

Type I 14' Module

1

\$272,308.00

\$272,308.00

2022 Ford F-450 Diesel

1

\$67,000.00

\$67,000.00

HGAC Fee Contract No. AM10-20

1

\$1,000.00

\$1,000.00

Notes:

Order #: Q3324-0001

VIN# To be assigned at a later date

Subtotal

\$340,308.00

Tax

\$0.00

Balance Due

\$340,308.00

Please contact us for ACH or wire transfer instructions.

If paying by mail, remit to:

Sterling McCall Ford

6445 Southwest Freeway

Houston, TX 77074



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For your convenience, all pricing has been itemized below per quote Q3324-0001 for Flower Mound Fire Department

Base Module	\$ 145,658.00
Chassis Exterior	\$ 32,425.00
Module Exterior	\$ 59,750.00
Chassis Interior	\$ 8,250.00
Module Interior	\$ 26,225.00
Total \$	272,308.00

Items included in above totals:

1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration \$ 5,350.00
2. This is a CAAS GVS v2.0 Unit \$ incl

Chassis Exterior:

3. Heat Shielding for Diesel Chassis \$ 1,750.00
4. Chassis Paint Layout: Paint All Two Tone - FLNA 3042 RED and FLNA 4123 BLACK \$ 6,500.00
5. Chassis : 2022 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle, Ford White (FA90:YO) \$ incl
6. Suspension: LiquidSpring \$ 13,550.00
7. Wheel type: Painted Wheels Frazer Black (FLNA 4123) \$ 2,100.00
8. Road Force Elite tire and wheel balancing \$ incl
9. Chassis Steps: ArcRite with Sure Grip \$ 1,175.00
10. Grille Guard: Full Replacement Bumper \$ 1,525.00
11. 10" and 12" Air Horns \$ 1,250.00
12. Manual Air Horn Air Drain Valve \$ 500.00
13. Compressor Type: Fast Recovery \$ 1,625.00
14. Switching Options: Momentary \$ 100.00
15. Window Tint (35% VLT) on Chassis Doors \$ 325.00
16. Exhaust Removal System: Plymovent \$ 775.00
17. Passenger's side Grille Light: Whelen M4 Red Light \$ incl
18. Driver's side Grille Light: Whelen M4 Red Light \$ incl
19. Passenger's side Intersect Light: Whelen M4 Clear Light \$ incl
20. Driver's side Intersect Light: Whelen M4 Clear Light \$ incl
21. Driver Fender Light: Whelen M4 Red Light \$ 325.00
22. Passenger Fender Light: Whelen M4 Red Light \$ 325.00



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23. UNOC??? - Paint front grille, front Ford emblem, and side F-550 emblems black FLNA 4123	\$ 600.00
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Chassis Exterior Subtotal	\$ 32,425.00
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Module Exterior:

24. Power Source: MEPS	\$ 16,500.00
25. Module Paint Layout: Two Tone - Frazer Black (FLNA 4123) and Red - Pierce 90 (FLNA 3042)	\$ 4,050.00
26. Blackout cladding: All diamond plating (treadbrite) powdercoated black and rear bumper coated with black bedliner	\$ 1,650.00
27. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$ 1,750.00
28. Entry Door Conspicuity Layout - Strips : White Base Color	\$ 200.00
29. Frazer Provided Graphics	\$ 3,400.00
30. Body Drop on the Passenger's Side Forward of Rear Wheels	\$ incl
31. Compartment Keys: J210 in the Electrical Compartment	\$ incl
32. Dri-Deck in Applicable Exterior Compartments	\$ 325.00
33. Ground Lights: Perimeter of Module and Under Chassis Steps	\$ 3,475.00
34. GTT Opticom (Infrared)	\$ 2,150.00
35. Opticom Switching: On/Off Switch and Cut-off with park	\$ incl
36. Whelen TAM85 Traffic Advisor	\$ 1,625.00
37. Shore Power: Dual 20/30 Amp Kussmaul Auto Eject w/ Red covers on Rear Wall	\$ 675.00
38. Pigtail/Plug Option: Pigtail	\$ incl
39. Coax 1: Run coax from location 1 to Chassis	\$ incl
40. Coax 2: Run coax from location 2 to Chassis	\$ incl
41. Coax 3: Run coax from location 3 to Electrical Compartment	\$ incl
42. Coax 4: Run coax from location 4 to Electrical Compartment	\$ incl
43. UNOC# 1008 - Furnish and install black Whelen flanges for all "M Series" lights on module in lieu of chrome	\$ 200.00
44. UNOC# 217 - Furnish and install (3) Whelen M4V, Red, Super LED "V" series lights with chrome adapter flanges, with Red lenses: (1) mounted to inside of each module entry door *Note: Wire to flash when entry doors are open *Note: Wire to ignition (refer to DC Fire)	\$ 750.00
45. Front Scene: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$ 2,200.00
46. Front Wall Light Layout: Lower 5 Lights	\$ incl



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75. UNOC# ???? - Flanges for the pioneer front and rear scene lights will be black	\$	incl
76. Module Window Option: Sliding Window	\$	incl
77. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	325.00
78. Upper Rear Wall Light Layout: 5 Across	\$	incl
79. Upper Light #1: Whelen M6 Amber Light	\$	325.00
80. Upper Light #2: Whelen M6 Load Light	\$	incl
81. Upper Light #3: Whelen M6 Amber Light	\$	incl
82. Upper Light #4: Whelen M6 Load Light	\$	incl
83. Upper Light #5: Whelen M6 Amber Light	\$	325.00
84. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
85. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
86. Lower Light #3: Whelen M6 Red Light	\$	incl
87. Lower Light #4: Whelen M6 Red Light	\$	incl
88. Rear Wall Driver Box Light: Whelen M9 Red Light	\$	150.00
89. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$	150.00
90. Rear Backboard Options: 5" Compartment Shelf	\$	250.00
91. Lower BTTs: 2 M6 Lights on each side	\$	825.00
92. Rear Bumper	\$	incl
93. Door Grabbers	\$	incl
94. License Plate Light	\$	incl
95. Passenger Wall Front Box Light: Whelen M9 Red Light	\$	150.00
96. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$	150.00
97. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
98. Passenger Scene Light Activated with Side Entry Door	\$	350.00
99. Interior Step Option: Double Step Well	\$	incl
100. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
101. Door Locks on Entry Doors and Compartments	\$	3,100.00
102. Gas Hold Open on All Compartments	\$	1,200.00
103. UNOC# ???? - Custom wider front I/O compartment door that will be double doors.	\$	2,500.00

The forward 12" of the compartment will be a exterior only pocket for the stair chair.

Aft of the stair chair compartment will be the standard space for the I/O space.

The outside only space below the floor may not be able to be full depth due to the



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47. Front Wall Light #1: Whelen M6 Clear Light	\$	incl
48. Front Wall Light #2: Whelen M6 Red Light	\$	incl
49. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
50. Front Wall Light #4: Whelen M6 Red Light	\$	incl
51. Front Wall Light #5: Whelen M6 Clear Light	\$	incl
52. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	150.00
53. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	150.00
54. UNOC# ??? - Mount opticom towards driver's side of scene light	\$	incl
55. UNOC# 318 - All clear LEDs turn OFF in PARK	\$	300.00
56. Driver Wall Front Box Light: Whelen M9 Red Light	\$	150.00
57. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	150.00
58. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
59. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$	3,250.00
60. O2 Compartment Style: 76" O2 Standup with Divider	\$	incl
61. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
62. O2 Cylinder Changing Wrench	\$	100.00
63. Intermediate Compartment Style: SCBA in the Corners	\$	250.00
64. (1) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	600.00
65. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	250.00
66. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
67. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
68. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	250.00
69. (1) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	600.00
70. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	250.00
71. UNOC# ???? - Full height vertical divider just forward of the main O2 bottle with 2 adjustable shelves forward of the divider	\$	1,000.00
72. UNOC# ???? - Relocate main O2 bottle to be closer to back wall of compartment to provide as much space between the bottle and the door opening	\$	incl
73. UNOC# 1985 - Furnish and install exterior 120VAC GFI outlet in D/S rear storage compartment at top of front wall, toward the back wall of the compartment	\$	400.00
74. UNOC# ???? - Furnish and install exterior 120VAC GFI outlet in D/S intermediate compartment at top of front wall, toward the back wall of the compartment	\$	400.00



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forward liquid spring bracket.

104. UNOC# ??? - Custom compartment over passenger rear compartment with inside/ \$ 2,500.00
outside access.

Go up full height with rear module light on the door.

105. UNOC# ??? - Weld full depth divider 15" of the forward wall in lower passenger's \$ 200.00
side rear compartment

Module Exterior Subtotal \$ 59,700.00

Chassis Interior:

106. Siren Speakers: Whelen SA 315 Speakers	\$	incl
107. Tap-2 on Primary Siren	\$	incl
108. Siren Option: Whelen C9 Siren in Console	\$	incl
109. Mic 1 shipped loose	\$	incl
110. HAAS Alert System: HAAS Alert Responder to Vehicle - 5 Year Sub	\$	550.00
111. Slot 1: Single Slot Switch Panel	\$	incl
112. Slot 2: Siren 1	\$	incl
113. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
114. Slot 4: Traffic Advisor Head	\$	incl
115. Console Switch Layout : Primary - Secondary - Opticom - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Air Horn -	\$	incl
116. New Armrest	\$	250.00
117. Console Layout: 4-Slot Console	\$	incl
118. Front Base of Console: 120VAC	\$	600.00
119. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	200.00
120. Rear of Console: Double Mapholder	\$	425.00
121. Chassis Rear Wall: 3 High Glove Box Holder	\$	250.00
122. Map Light: Light on both sides	\$	475.00
123. Secure-Idle Anti-Theft System	\$	725.00
124. Aftermarket Vinyl Seats	\$	950.00
125. UNOC# 1654 - Line map holder on rear of console with ribbed rubber; drill 1" in the bottom	\$	100.00
126. UNOC - Safety Vision 3 camera system non-DVR	\$	2,200.00

Back up camera
(2) blind spot camera



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7" monitor

Screen defaults to 3 camera view and triggers with reverse and turn signals

127. UNOC#??? Furnish and install docking station on dash for DS-DELL-611 tablet \$ 1,275.00

p/n C-DMM-3006 (does the PN work for RAM?)

128. UNOC# 194 - Install customer provided Cradlepoint in the electrical compartment with antenna on the module roof \$ 250.00

129. UNOC# - Relocate the GFCI in the cab to the rear of the console below the map holders \$ incl

Chassis Interior Subtotal \$ 8,250.00

Module Interior:

130. Protek Cushions \$ incl

131. Gunmetal Grey Interior \$ incl

132. Stainless Steel Countertops \$ incl

133. Safety Yellow Powdercoated Grab Rails \$ 200.00

134. Sentinel Disinfection System \$ 4,000.00

135. Stacked Cabinet with Refrigerator \$ 2,575.00

136. (2) Glove Box Holders on the Front Wall \$ 375.00

137. Module Heater : New \$ 1,000.00

138. UNOC# ??? - (3) Stacked front wall cabinets on the driver's side of pass through window, facing passenger's side: \$ -2,200.00

- Delete Norcold refrigerator

- All 3 cabinets will have aluminum doors

139. UNOC# 2112 - Furnish and install SmithWorks IV warmer on the bottom shelf of the cabinet above the fridge; install 120VAC duplex outlet in cabinet above fridge to plug IV warmer into \$ 1,000.00

140. Location 1: 8 Switch panel \$ incl

141. Location 2: Double O2 Outlet \$ incl

142. Location 3: Electric O2 panel with monitor \$ 2,000.00

143. Location 4: Thermostat \$ incl

144. Location 6: Blank \$ incl

145. Location 7: Blank \$ incl

146. Location 8: Quad 120 VAC \$ incl

147. Location 9: Suction \$ incl



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148. Kussmaul USB at Action Wall	\$	250.00
149. Door Lock Switch at Action Wall	\$	150.00
150. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Kussmaul USB; Module Heater - Hi/Off/Low; Unlock/Lock; Blank;	\$	incl
151. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,700.00
152. Sharps Container at Action Wall	\$	incl
153. Acrylic Holder at the Action Wall Cabinet	\$	incl
154. New 6pt Harness at the CPR Seat	\$	600.00
155. Cabinet Aft CPR Seat	\$	1,050.00
156. A/C Vent Plate Perko Clip	\$	50.00
157. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
158. UNOC# 2113 - Furnish and install 2/3 wide CPR seat, in lieu of standard, with trash can and lid forward of seat (trash can and lid same as at squad bench)	\$	750.00
159. Two Seating Positions at the Squad Bench - 1 and 2	\$	incl
160. Harness Type for Seat Position 1: New 6pt Harness	\$	600.00
161. Harness Type for Seat Position 2: New 6pt Harness	\$	600.00
162. Sharps at Squad Bench	\$	200.00
163. Triple Squad Bench Cabinet	\$	1,050.00
164. Trashcan With Lid at the Head of the Squad Bench	\$	incl
165. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
166. 2 High "D" Cylinder Holder in the Front I/O	\$	200.00
167. Duplex Outlet Above the Front I/O	\$	incl
168. Large Black Trashcan at the Side Entry Door	\$	200.00
169. UNOC# ??? - Drawer for front I/O. Make drawer full width of front I/O. Customer request 4" deep drawer.	\$	300.00
170. Furnish and install Mermaid MK-Micro H cooler with custom cabinet above front I/O	\$	4,000.00

Cabinet needs venting on forward wall facing stair well

OTE brand cooling cabinet also can be considered.

171. UNOC# ??? - Install customer provided Knox Medvault Mini aft of cabinet above front I/O	\$	275.00
172. UNOC# ??? - Custom front I/O 4" taller than standard to accommodate drawer without taking up pass through space	\$	400.00
173. UNOC - ??? - Furnish and install extra work station light to bottom side if cabinet above front I/O	\$	100.00



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174. O2 Outlet in Ceiling Raceway	\$	375.00
175. IV Hanger on Ceiling Raceway	\$	incl
176. Overhead Grabrails on Both Sides	\$	250.00
177. IV Hanger on Squad Bench Ceiling	\$	incl
178. Head knocker options: With Clock only	\$	525.00
179. UNOC# 433 - Delete forward overhead grab rails	\$	-250.00
180. Stryker cot tower only (no antler and bar)	\$	incl
181. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2	\$	1,925.00
182. Loncoin II Onyx Floor	\$	incl
183. Captain's Chair Type: Valor's Captain's Chair with 4pt. Harness	\$	1,750.00
184. Customer Provided Items Processing Fee	\$	275.00
Module Interior Subtotal		\$ 26,225.00
185. Temporary Supply Chain Surcharge	\$	18,408.00



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Email this quote along with your PO
to Adam Fischer at afischer@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



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TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase



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Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

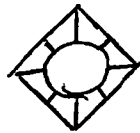
Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).





Bid Award Recommendation

Date: 12/09/2022 – VERF FY2023

Description: **Frazer Medic on a 2022 Ford F450 Diesel 4x2 DRW Chassis**

Qty.: 1

Replaces: 61000-05, a 2017 Ford F450 Medic - Fire

Bidder: Sterling McCall Ford, Pablo Cantu, 281-588-5007,
pcantu@sterlingmccallford.com

Item: 1 – 2022 Frazer Medic on a Ford F450 Diesel 4x2 DRW Chassis with Equipment and Options as Per Specifications Identified on HGACBuy Cooperative Contract# AM10-20 and Frazer TOFM Quote Q3324-0001.

Total Cost of Vehicles, Equipment & Installation:

\$340,308.00

It is Fleet Services recommendation to award the bid to **Sterling McCall Ford** in the amount of **\$340,308.00** utilizing the **HGACBuy Cooperative Contract # AM10-20**.

Fleet Services Manager

12/09/2022

Date



Bid Award Recommendation

Date: 12/09/2022 – VERF FY2023

Description: **Stryker COT and Power Load for New Medic**

Qty.: 1 Kit Consisting of a COT and Power Load with Floor Plate

Replaces: COT and Power Load Equipment for New Medic replacing 61000-05, a 2017 Ford F450 Medic - Fire

Bidder: Stryker, Gary Montana, gary.montana@stryker.com 817-846-0415 via sole source letter and quote 10615976 Dated 11/29/2022

Item: 1 – Stryker COT and Power Load device to be installed in the new Medic/Ambulance that is replacing current Medic 61000-05

Total Cost of Vehicles, Equipment & Installation:

\$58,945.59

It is Fleet Services recommendation to award the bid to **Stryker** in the amount of **\$58,945.59** utilizing the **enclosed quote and sole source letter.**

Fleet Services Manager

12/09/2022

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 12/9/2022
 Suggested Vendor: Sterling McCall ford
 Contact (if known): Pablu Cantu
 Address (if available): 6445 Southwest Frwy
Houston TX, 77074
 Phone/Fax: 281-588-5007



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
565-450-84500-6130	\$340,308.00	1	2022 Ford F450 Diesel Ambulance-Frazer	\$340,308.00	\$340,308.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$340,308.00

Name/Phone Ext.: Peggy Durbin ext 6205
 Approved By: Paul Henley
 Unit #(s) to be replaced
 or specify NEW Unit: 61000-05
 Spec Name: _____

APPROVALS:
 Fleet Manager: Bill Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: HGACBuy Coop AM10-20

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

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	AM10-20	Date Prepared:	12/9/2022
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.							
Buying Agency:	Flower Mound Fire Department			Contractor:	Sterling McCall Ford 3324 HGAC		
Contact Person:	Jerry Duffield			Prepared By:	Pablo Cantu		
Phone:				Phone:	(281) 588-5007		
Fax:				Fax:	(281) 588-5150		
Email:	jerry.duffield@flower-mound.com			Email:	pcantu@sterlingmccallford.com		
Product Code:	AM20HD13	Description:	Type I 14' on Ford F-450 Diesel 4x2 Reg Cab				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$230,088.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
1172	Module // Module // Door Forward	\$5,000.00	1052	Chassis // Exhaust System	\$1,000.00		
1066	Chassis // Heat Shielding // Heat Shielding	\$1,750.00	1188	Module // Paint // Two Tone 14'	\$3,750.00		
1076	Chassis // Paint // Paint Two Tone	\$6,000.00	1128	Module // Conspicuity // Conspicuity on the Re	\$1,750.00		
1086	Chassis // Suspension // LiquidSpring on Rear Axle	\$12,000.00	1132	Module // Conspicuity // Strip- Solid color on C	\$250.00		
1193	Module // PowerSource // MEPS	\$15,000.00	1143	Module // Exterior // Striping and lettering // Pr	\$3,000.00		
1077	Chassis // Paint // Repaint Wheel Set	\$2,000.00	1136	Module // Dri-Deck // Dri-Deck	\$250.00		
1078	Chassis // Running Boards // ArcRite Running Board v	\$1,250.00	1163	Module // Ground Lights // Ground Light at Pe	\$3,500.00		
1065	Chassis // Grille Guard // Black Ranch Hand Grille Gu	\$1,500.00	1180	Module // Opticom // GTT Opticom on Front V	\$2,000.00		
1031	Chassis // Air Horn System // Dual 10" & 12" Air Hor	\$1,250.00	1202	Module // Shorepower // Dual 20/30 Kussmaul	\$750.00		
1032	Chassis // Air Horn System // Fast RecoveryCompress	\$1,500.00	1013	General // All products listed in the current Wh	\$3,995.00		
1034	Chassis // Air Horn System // Operated with Momenta	\$100.00	Subtotal From Additional Sheet(s):			\$18,750.00	
1088	Chassis // Tint // Chassis Window Tint	\$250.00	Subtotal B:			\$86,595.00	
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
Blackout Cladding		\$1,650.00	Custom wider Front I/O compartment door		\$2,500.00		
All clear LED's turn off in park		\$300.00	Custom compartment over passenger rear compartment		\$2,500.00		
Intermediate comp. style: SCBA in the corners		\$250.00	Full depth divider in lower passenger rear storage		\$200.00		
Full height vertical divider with 2 adjustable shelves in O2		\$1,000.00	Subtotal From Additional Sheet(s):			\$13,425.00	
Furnish and install (2) exterior 120VAC GFI		\$800.00	Subtotal C:			\$22,625.00	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		7%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:		\$339,308.00	=	Subtotal D:	\$339,308.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$1,000.00
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
			Subtotal From Additional Sheet(s):			\$0.00	
			Subtotal F:			\$0.00	
Delivery Date:				G. Total Purchase Price (D+E+F):		\$340,308.00	

CONTINUATION SHEET (page 2)		Contract No.:	AM10-20	Date Prepared:	12/09/22
B. Published Options - List below (continuation from page 1)					
(Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
1177	Module // O2 Compartment // O2 changing wrench w	\$100.00	1082	Chassis // Security // Anti-theft System	\$750.00
1199	Module // SCBA // (2) SC-50-H-6-SF SCBA brackets	\$1,000.00	1092	Chassis // Vinyl Seats // After-market Vinyl Sea	\$1,000.00
1121	Module // Compartments // Flat bars on Rear Storage	\$250.00	1161	Module // Grab Rails // Yellow Grab Rails	\$200.00
1118	Module // Coat Hooks // 4 Coat Hooks	\$200.00	1175	Module // Module Heater // Pro-Air Heater off	\$1,000.00
1118	Module // Coat Hooks // 4 Coat Hooks	\$200.00	1102	Module // Action Wall // Electric O2 with Mon	\$2,000.00
1140	Module // Electric Locks // Entry doors & Compartme	\$4,000.00	1012	General // All products listed in the current Tec	\$1,700.00
1167	Module // Hold-Open // Gas Hold-Opens on Compartr	\$1,000.00	1108	Module // Cabinets // Cabinet to the Rear of the	\$1,000.00
1043	Chassis // Console // Armrest	\$250.00	1107	Module // Cabinet // Triple Squad Bench Cabin	\$1,000.00
1046	Chassis // Console // Gamber Johnson Cup Holder in F	\$200.00	1153	Module // Floor // Install Stryker PowerLoad sy	\$1,750.00
1042	Chassis // Console // 2 Large Aluminum Map Holder	\$400.00			
1061	Chassis // Glove Box // 3 High Glove Box Holder	\$250.00			
1068	Chassis // Map Lights // Map Light on Both Sides	\$500.00			
Subtotal B (page 2):					\$18,750.00
C. Unpublished Options - List below (continuation from page 1)					
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
Front base of console: 120VAC		\$600.00	Furnish and install Mermaid MK-Micro H cooler		\$4,000.00
Line mapholder on rear of console with ribbed rubber		\$100.00			
Install Safety Vision 3 camera system non-DVR		\$2,200.00			
Furnish and install docking station on dash for DS-DELL-611		\$1,275.00			
Install customer provided Cradlepoint		\$250.00			
Sentinel disinfection system		\$4,000.00			
Furnish and install SmithWorks IV warmer		\$1,000.00			
Subtotal C (page 2):					\$13,425.00
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges (continuation from page 1)					
Description		Cost	Description		Cost
Subtotal F (page 2):					\$0.00

December 2022

Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 lb.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Sincerely,



John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SMRT, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

M0000001062 REV AB

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Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://www.stryker.com)



TOWN COUNCIL AGENDA J.14. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: 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.

BACKGROUND: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2022-2023 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Possum Park playground is one of the playgrounds funded.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$206,075.98

Proposed Expenditure/(Revenue)
\$206,075.98

Account Number(s):
317-110-90623-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Playground Equipment Renders
3. Form 1295_Internal Use

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: **Possum Park (Option 2)**
 Site Address: **2533 Timber Ridge Lane, Flower Mound, 75028**
 End User: **Town of Flower Mound**
 Ship To: **webuildfun**

CONSULTANT

Tracy Shore (469) 416-1323

QUOTE

Quote Date	Valid Until
11/18/2022	1/31/2023
Est. Delivery:	Est. Install
TBD	TBD

Buyboard Contract # 679-22

ITEM	DESCRIPTION	QTY	EACH	TOTAL
DEMO	Demo existing equipment and excavate old EWF			\$12,500.00
MIRACLE	Miracle playground equipment design 61_44875472250	1	\$146,653.50	\$146,653.50
FREIGHT	Shipping of Miracle equipment	1	\$5,124.46	\$5,124.46
DISCOUNT	Miracle equipment discount	1	-\$21,998.03	-\$21,998.03
INSTALL	Installation of equipment listed above	1	\$43,996.05	\$43,996.05
WOOD FIBER SURFACING	Connect to existing drainage system stubbed into play area thru or under concrete curb and install 3-4 inch depth of drainage gravel. Install 12 inch compacted depth of engineered wood fiber safety surfacing over geotextile fabric.	4400	\$4.50	\$19,800.00



TAX EXEMPT *Tax Exemption Certificate Provided*

Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$206,075.98

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 Toss, 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.



Decks		Metals				Plastics			
	Brown		Lime	Desert Forest	Dunes Green		Forest Green	Grey	Lime

Actual colors may vary. We work hard to ensure are our renderings are as life like as possible.

Possum Park
Flower Mound, TX
61_44875472250





Decks



Brown

Metals



Lime



Desert
Dunes



Forest
Green

Plastics



Forest
Green



Grey



Lime

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Possum Park
Flower Mound, TX
61_44875472250





Decks



Brown

Metals



Lime



Desert Forest
Dunes Green



Plastics



Forest
Green



Grey



Lime

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Possum Park
Flower Mound, TX
61_44875472250





Decks



Brown

Metals



Lime



Desert
Dunes



Forest
Green

Plastics



Forest
Green



Grey



Lime

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Possum Park
Flower Mound, TX
61_44875472250





Decks



Brown

Metals



Lime



Desert
Dunes



Forest
Green

Plastics



Forest
Green



Grey



Lime

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Possum Park
Flower Mound, TX
61_44875472250





Decks



Brown

Metals



Lime



Desert
Dunes



Forest
Green

Plastics



Forest
Green



Grey



Lime

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Possum Park
Flower Mound, TX
61_44875472250





TOWN COUNCIL AGENDA J.15. CONSENT ITEM(S)

DATE: December 19, 2022

FROM: Clay Riggs, Dir of Public Works

ITEM: Consider approval of the award of the Sidewalk Links and ADA Improvements projects, Annual Contract Bid No. 2023-13-A to Apex Concrete Construction Inc., to establish an annual unit bid price contract for the installation of sidewalk and ADA improvements for an estimated annual amount of \$250,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

BACKGROUND: On November 10, 2022, bids were received and opened (Bid No. 2023-13-A) for Sidewalk Links and ADA Improvements annual unit bid price contract. Apex Concrete Construction, Inc. submitted the lowest qualified bid for an estimated annual amount of \$250,000.00. The initial term of the contract will be one year, with four optional one-year periods.

This contract provides for installation of sidewalk to fill gaps in coverage throughout the Town. The sidewalk gaps have been compiled based on recommendations, citizen requests, and staff noted areas in the vicinity of schools and heavy use areas. This list is brought to the Transportation Commission annually for their consideration and recommendation of projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to award the contract would limit the Town's ability to fill sidewalk gaps throughout the Town.

FISCAL IMPACT: \$250,000

Proposed Expenditure/(Revenue)

\$200,000.00

\$50,000.00

Account Number(s):

505-220-70380-6160

505-220-70050-6160

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

ATTACHMENTS:

1. Concrete 2023-13-A _ Not Fully Executed
2. Form 1295 _ Internal Use

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 Apex Concrete Construction, Inc (“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: Linen & Laundry 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 products or 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 monthly 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 submitting 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 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 adjustment 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 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 from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) 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 TBD. 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 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 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 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. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

 X **Yes, Others can purchase**

 No, only the Town can purchase

24. **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 always 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.

25. **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.

26. 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.

27. 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: Danny Porter
Title: President
Company: Apex Concrete Construction, Inc
Address: 1080 Katy Rd
City, State, Zip: Keller, TX 76244

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller 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; and (2) 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.

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.

28. 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.

29. **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 in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: APEX CONCRETE CONSTRUCTION, INC

Signature _____
 Danny Porter – President

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
 Honorable Mayor Derek France

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

Name of vendor who has a business relationship with local governmental entity.

O Apex Concrete Const. Inc.

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

Name of local government officer about whom the information is being disclosed.

None
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

NA.

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

N/A

D

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

11-9-22

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at: <http://www.statutes.legis.state.tx.us>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity.
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed.
or

(ii) the local governmental entity is considering entering a contract with the vendor.

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering a contract with the vendor.

Local Government Code § 176.006(a) and Ca-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a).

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Town of Flower Mound
RFB No. 2023-13-A**

**SIDEWALK LINKS & ADA IMPROVEMENTS
ANNUAL CONTRACT**

I. Introduction

The Town of Flower Mound (Owner) is soliciting bids to establish an annual fixed-price contract prices for sidewalk and ADA improvements to be performed at various locations within the Town of Flower Mound as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. Orders will be placed on an as needed basis as determined by the Town.

All bid prices submitted to perform the services as described in this bid will be all inclusive, F.O.B. Destination, Town of Flower.

Each bid shall be accompanied by either a cashier's check, a certified check, or an acceptable bid bond in an amount of not less than five percent (5%) of the total amount of the bid, made payable without conditions to "Town of Flower Mound, Texas", and the amount of the said Bid Bond may be retained by and forfeited to the Town as liquidated damages if the bid covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within the fifteen (15) days after such award is made by the Town.

II. Scope of Services

The successful vendor will be required to perform the following services placed at locations as instructed by the Town's Representative. These specifications contain detailed instructions and descriptions covering the major items of construction and workmanship necessary for constructing and completing the various units or elements of the project. The specifications are intended to be written so that only first class workmanship and finish of the best grade and quality will result. The fact that these specifications may fail to be so complete as to omit one or more details will not relieve the CONTRACTOR of full responsibility for providing a completed project of high quality, first class finish and appearance, and satisfactory for operation, all within the apparent intent the contract.

III. Special Provisions

Note: The specification references shown in the Proposal are for either the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2014), the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, Fifth Edition (October 2017), or the Town of Flower Mound applicable specification item number(s). The changes to the various item sections and/or standard specification language, such as materials, construction, measurement and payment of those items will be noted in the plans and in the pay item descriptions below. Such changes include redefining "Department" as the "Town" to make the specifications applicable.

BASIS OF PAYMENT

- A. The "Bid Price" for each and every item as set forth in the Bid Proposal shall include, unless otherwise specified, the furnishing of all labor, tools, material, machinery, appliances, plant and equipment, and appurtenances to and necessary for the construction and completion in a first class, workmanlike manner of all Work as herein specified in strict accordance with the Contract Documents, Construction Drawings or Plans, and Technical Specifications.
- B. The "Bid Price" shall also include any and all kinds, amount or class of excavation, backfilling, pumping or drainage,

sheeting, and shoring and bracing; disposal of any and all surplus materials; permanent protection of all overhead, surface or underground structures; removal and replacement of any poles, conduits, pipelines, fences, appurtenances and connections; cleaning up; overhead expense; bond; public liability and compensation for property damage insurance; patent fees and royalties; risk due to the elements; and profits, unless otherwise specified.

- C. The "Bid Price" shall also include all other incidentals not specifically mentioned above that may be required to fully construct each and every item complete in place in accordance with the true intent and meaning of the Contract Documents and Technical Specifications.
- D. The "Bid Price" for unit price items shall not be divided into sub-items. Unit price bid items shall be paid at the unit price bid, as described for the specific items in question, when the work is complete as specified.
- E. The "Bid Price" for lump sum bid items may be divided into sub-items for partial payment, provided that the percentage of work complete for each sub-item may easily be determined by OWNER. Sub-items shall not exceed \$50,000, with the exception of equipment packages and shall be separated into product/material cost and installation cost. Sub-items shall each contain a proportional amount of Contractor's Overhead and Profit.
- F. Measurement for payment for each and every item set forth in the Bid Proposal shall be based on the actual measured and / or computed length, area, solid contents, number and weight of the bid item, unless otherwise specifically provided.

DESCRIPTION OF PAY ITEMS IDENTIFIED IN THE PROPOSAL

The following descriptions are intended to clarify the nature of the work required for this project.
The provisions of the standard technical specifications shall apply, except as noted herein:

- Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item.
- Contractor will be required to provide a material testing lab, with the Town's approval of the lab, to perform the various material testing as required by the specifications and ordinances of the Town. Payment is considered incidental to the various bid items of the project.

BID ITEMS NO. 1-4, 13, 14, 19, 20, 23-26, 37-56, 79, 80; Concrete Removal

The provisions of TxDOT Item 104, "Removing Concrete"; and the provisions of Town of Flower Mound Technical Specification Item 102, "Clearing and Grubbing" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to remove existing concrete in accordance with the specifications.
- B. This item when called for in the plans shall include saw cutting the concrete and disposal of the material at an approved location outside of the project limits. This surplus material shall become property of the Contractor.
- C. Existing Street pavement will be demolished and removed in phases. Concrete shall be properly disposed of at an off-site location by the Contractor.
- D. This item will also include any removal of trees, shrubs, plantings of any kind, striping, pavement markers, irrigation etc. which may conflict with the work. Any item required to be removed and not listed is considered incidental to this item.
- E. The Contractor shall saw cut all concrete and/or asphalt pavement as shown on the removal plans per the

construction phases shown in the plans. The removal of existing pavement is considered incidental to this pay item. The Contractor shall submit a Stockpile Plan that designates locations for temporary storage of excavated pavement. This plan is subject to approval of the Town. If stockpile (s) are located on private property, the Contractor must supply the Town with a written letter of permission from the property owner to include the final state of the land to be used.

- F. All existing public utilities with a surface feature including, but not limited to, water valve stacks and lids, manholes, water meters, vaults, etc. shall be located prior to construction, protected during construction, and adjusted to final grade as necessary. This work shall be considered incidental to this pay item.
- G. All franchise utilities with a surface feature including, but not limited to, manholes, vaults, etc. shall be located prior to construction and protected during construction. Contractor shall contact franchise utility and Town if adjustment to final grade is necessary. This work shall be considered incidental to this pay item.
- H. Where trees, plants, shrubbery, etc., are adjacent to the line of work and are not to be removed or removed and replaced, the Contractor shall protect such trees, plants, shrubbery, etc. If such trees, plants, shrubbery, etc. could likely be damaged by machinery, etc., orange safety fencing with steel T-posts having a minimum height of 3' and as approved by the Town shall be utilized for protection. Hand excavation may also be required in vicinity of trees, plants, shrubbery, etc., that are to remain. The Contractor shall not permit machinery or employees to scrape, tear the limbs from, damage, or attach guy cables to existing trees that are to remain in place. The Contractor shall be responsible for all damages to adjacent trees, plants, shrubbery, etc., that are to remain and any such damage shall be remedied to the satisfaction of the Town.
- I. Measurement for this bid item shall be per the UNIT of measurement for each particular bid item. Estimated quantities shown on the Proposal is for information only. This is considered a plans quantity item and will include all items, whether shown or not, to be removed at no additional payment.
- J. Payment for this bid item shall be paid for at the unit price bid for "Remove Reinforced Concrete" of the thickness, type and quantity specified.

BID ITEMS NO. 5-12, 15-18 & 21-22; Reinforced Concrete Installation (Pavement, Driveway & Drive Approach)

The provisions of TxDOT Item 360 "Concrete Pavement", Item 361 "Full-Depth Repair of Concrete Pavement" Item 421, "Hydraulic Cement Concrete", and Item 440, "Reinforcement for Concrete" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete pavement section including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's sole discretion at the Contractor's expense.
- B. The Contractor shall provide a mix design that will achieve the required breaking strength. Concrete shall be a class of concrete designed to meet a minimum average compressive strength of 3,000 psi at 3 days and 3,600 psi at 28 days and shall meet all of NCTCOG requirements.
- C. Thicknesses for concrete shall be as specified by bid item or clarified below:
 - 1. Concrete used for driveway approaches shall be a minimum of six inches (6").
- D. Concrete Street Headers, when required by the Owners, are considered incidental to this item and will not be paid for separately.

E. Measurement for this bid item shall be per SQUARE YARD.

F. Payment for concrete pavement shall be paid for at the unit price bid for "Install Reinforced Concrete" of the thickness, type and quantity specified.

BID ITEMS NO. 27-32; Reinforced Concrete Sidewalk Installation

The provisions of TxDOT Item 531, "Sidewalks" Item 360, "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete" and Item 440, "Reinforcement for Concrete." shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete pavement section including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's sole discretion at the Contractor's expense.
- B. Thickness for concrete used on sidewalks shall be four inches (4") and be Class 'C' concrete designed to meet an average compressive strength of 3,600 psi at 28 days.
- C. Trees may require trimming to meet ADA standards. If trimming is required, it shall be incidental to the "Install Reinforced Concrete Sidewalk" bid item.
- D. Contractor is responsible for ensuring that all pedestrian improvements meet current ADA/TDLR guidelines and requirements. Removal and replacement or modification of any pedestrian amenity constructed by the Contractor not meeting TDLR/ADA requirements and/or failing the TDLR inspection shall be done at the cost of the Contractor.
- E. Measurement for this bid item shall be per SQUARE YARD.
- F. Payment for concrete sidewalk shall be paid for at the unit price bid for "Install Reinforced Concrete Sidewalk" of the width, thickness, type and quantity specified.

BID ITEMS NO. 33-36; 5-1/2" Reinforced Concrete Trail Installation

The provisions of TxDOT Item 360 "Concrete Pavement", Item 361 "Full-Depth Repair of Concrete Pavement" Item 421, "Hydraulic Cement Concrete", and Item 440, "Reinforcement for Concrete", and the Town of Flower Mound Technical Specification for "Multi-Use Concrete Trail" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete trail including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's sole discretion at the Contractor's expense.
- B. The Contractor shall provide a mix design that will achieve the required breaking strength. Concrete shall be a class of concrete designed to meet a minimum average compressive strength of 3,000 psi at 3 days and 3,600 psi at 28 days and shall meet all of NCTCOG requirements.
- C. Grade trails with drainage swales on both sides and divert flows under trail sections with PVC and Headwall (Separate Pay Items), when required. Do not grade trail or location trail in situation that it will receive flows over the trail.
- D. Finish with a heavy broom finish.

- E. Measurement for this bid item shall be per SQUARE YARD.
- F. Payment for concrete pavement shall be paid for at the unit price bid for "Install Reinforced Concrete Trail" of the quantity specified.

BID ITEMS NO. 57-76; Reinforced Concrete Curb, Curb & Gutter Installation

The provisions of TxDOT Item 529 "Concrete Curb, Gutter and Combined Curb and Gutter" and Item 360 "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete" and Item 440, "Reinforcement for Concrete" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide concrete curb and concrete curb and gutter in accordance with the specifications.
- B. Curb height is six inches (6") tall.
- C. Concrete shall be of the same class and compressive strength as the pavement.
- D. Measurement for this bid item shall be per LINEAR FOOT.
- E. Payment for this bid item shall be paid for at the unit price bid for "Install Reinforced Concrete Curb" and "Install Reinforced Concrete Curb & Gutter" of the width, type and quantity specified.

BID ITEMS NO. 81-86; Barrier Free Access/Curb Ramp and Landing

The provisions of TxDOT Items 360 "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete", Item 440, "Reinforcement for Concrete" and TxDOT Standard Sheet "Pedestrian Facilities" (PED-18) or most current standard shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide curb ramp constructed at locations as directed by the Owner, in accordance with TxDOT Standard Sheet "Pedestrian Facilities" (PED-18) and the U.S. Architectural and Transportation Barriers Compliance Board "Accessible Rights-Of-Way: A Design Guide".
- B. Detectable warning surface shall consist of the following:
 - 1. Detectable Warning Plates shall be Armor-Tile Cast-in-Place System or Town approved equal. Color of Detectable Warning Plates shall be provided in 'Colonial Red' color from supplier.
 - 2. The Contractor shall submit the proposed truncated dome product to the Town for review and approval prior to placement if a different detectable surface is chosen.
- C. Concrete shall be Class 'C' concrete design to meet a minimum average compressive strength of 3,600 psi at 28 days.
- D. Contractor is responsible for ensuring that all pedestrian improvements meet current ADA/TDLR guidelines and requirements. Removal and replacement or modification of any pedestrian amenity constructed by the Contractor not meeting TDLR/ADA requirements and/or failing the TDLR inspection shall be done at the cost of the Contractor.
- E. Measurement for this bid item shall be per EACH regardless of type or size.

- F. Payment for this bid item shall be paid for at the unit price bid for "Install TxDOT (PED-18) Curb Ramp and Landing" of the type specified, regardless of the size.

BID ITEMS NO. 87-94; Install Retaining Wall

The provisions of TxDOT Items Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete", Item 440, "Reinforcing Steel", Item 445, "Galvanizing", Item 458, "Waterproofing Membranes for Structures" and Item 556, "Pipe Underdrains." shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to install a retaining wall at locations as directed by the Owner, in accordance with TxDOT Item 423 "Retaining Walls".
- B. The concrete and fabrication for all retaining walls shall consist of the following:
1. Cast-in-Place, Non-Reinforced, Class A Concrete. Meet Item 420, "Concrete Structures."
 2. Cast-in-Place, Reinforced, Class C Concrete. Meet Item 420, "Concrete Structures."
 3. Precast, Class H Concrete, $f_c = 4,000$ psi. Formed Precast meet Item 424, "Precast Concrete Structures (Fabrication)." Machine-Made Precast. Furnish machine-made concrete block units in accordance with ASTM C 90, sampled and tested in accordance with ASTM C 140. Furnish units with molded dimensions within 1/8 in. of specified dimensions, except height must be within 1/16 in.
- C. Furnish backfill meeting Item 132, "Embankment," of the type specified in the plans. If no type is specified, provide material with a maximum plasticity index of 30 as determined by Tex-106-E.
- D. Measurement for this bid item shall be per LINEAR FOOT regardless of type or size, complete in place.
- E. Payment for this bid item shall be paid for at the unit price bid for "Retaining Wall" of the type and height specified.

BID ITEM NO. 95; Milsap Stone Fascia/Cladding

The provisions of TxDOT Item 423, "Retaining Walls", shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials, excavating, compacting and incidentals required to provide a finished variable height retaining wall with Texas Milsap stone facing in accordance with plans and specifications.
- B. Contractor shall submit natural stone samples (Texas Milsap) to the Town for review and approval prior to commencing with any wall stonework.
- C. Measurement and payment for this item shall be made on the basis of the SQUARE FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.
- D. Payment for this bid item shall be paid for at the unit price bid for "Install Milsap Stone Fascia/Cladding" of the area specified.

BID ITEM NO. 96; Steel Tubular Pedestrian Handrail

- A. This item shall include all material for the various parts of the steel tubular handrail. All material shall be cut to length, not sheared. After complete fabrication, blast clean steel railing before applying zinc coating.

- B. Anchor bolts, nuts and washers for steel tubular handrail to concrete shall be provided in accordance with TxDOT Technical Specification 449 "Anchor Bolts, and must be hot-dip zinc coated in accordance with ASTM A153.
- C. If anchor bolts are to be drilled in concrete, use bolts with expansion sleeves of an engineer-approved type. Place the bolts and expansion sleeves in the drilled holes and firmly tighten the bolts before tightening the nuts to their final position.
- D. Measurement and payment for this item shall be made on the basis of the LINEAR FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.
- E. Payment for this bid item shall be paid for at the unit price bid for "Install Steel Tubular Handrail" of the length specified.

BID ITEMS NO. 97, 98; Irrigation Repair/Relocate

The provisions of TxDOT Items Item 170, "Irrigation System" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide irrigation repairs and/or relocation to the existing irrigation systems at locations as directed by the Owner, in accordance with TxDOT Item 170 "Irrigation System". Repairs or relocation to the existing irrigation heads / irrigation laterals are considered subsidiary to the bid item requiring the repair or relocation.
- B. Materials. Unless otherwise shown on the plans, use materials that meet the following:
 - 1. Irrigation Pipe. Use polyvinyl chloride (PVC) pipe meeting ASTM D 2241, SDR 13.5, SDR 17, SDR 21; or ASTM D 1785, Schedule 40.
 - 2. Fittings. Furnish fittings as shown on the plans. PVC fittings must meet ASTM D 2466.
 - 3. Encasement Pipe. Use PVC pipe meeting ASTM D 1785, Schedule 40, with an inside diameter at least 1 in. larger than the outside diameter of the irrigation pipe, unless otherwise shown on the plans.
 - 4. Low-Voltage Wire. Use minimum 14 gauge UL-approved wire for direct burial.
 - 5. Bentonite Slurry. Use a viscous mixture of commercial bentonite and fresh water containing 2% to 8% bentonite by weight.
 - 6. Accessories. Use valves, sprinkler heads, and controllers that meet the requirements shown on the plans. Use backflow preventers that meet the requirements of the controlling water utility authority.
 - 7. Electrical Service. For installations requiring over 100 volts, use materials meeting the requirements of Section 170.3.A, "Electrical Service."
- C. Construction. Perform irrigation system work under the supervision of a person possessing an irrigator's license issued by the TCEQ. Provide documentation of this license. Perform electrical work in accordance with Article 8.9, "Workers and Equipment." Follow the codes of the controlling utility authority for water and electrical connection and service. Coordinate irrigation system installation with plant installation, when plant installation is specified, to ensure that watering requirements are met. Prevent damage to vegetation, slopes, utilities, structures, and other amenities. Repair any damage within the right of way caused by the Contractor.
- D. Excavation and Trenching. Excavate and trench to a sufficient depth to provide for a minimum of 12 in. soil cover for all lines or as shown on the plans. Use common trenches for irrigation lines and wire runs where feasible. Protect trenches and boring pits less than 5 ft. deep using approved methods. Protect trenches and boring pits 5 ft. deep or deeper in accordance with Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring."
- E. Boring. Bore at the locations shown on the plans or as directed. Avoid weakening or damaging roadways or other facilities. Bore the lengths in one direction only. Maintain horizontal and vertical alignment to an accuracy of 1 in. in 10 ft. Use water or other approved fluids in connection with boring operations only to lubricate cuttings. In

unconsolidated soil formations, bentonite slurry may be used to consolidate cuttings for the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.

- F. Measurement and payment for this item shall be made on the basis of the LINEAR FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.
- G. Payment for this bid item shall be paid for at the unit price bid for "Irrigation Retrofit" of the area and quantity specified.

BID ITEM NO. 99; Topsoil

The provisions of TxDOT Items Item 160, "Topsoil" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide and install topsoil as directed by the Owner.
- B. Use easily cultivated, fertile topsoil that is free from objectionable material, has a high resistance to erosion, and is able to support plant growth. Obtain topsoil from the right of way at sites of proposed excavation or embankment when specified on the plans, or as directed.
- C. Secure additional topsoil, if necessary, from approved sources outside the right of way in accordance with the requirements of Article 7.19, "Preservation of Cultural and Natural Resources and the Environment." Ensure that the topsoil obtained from sites outside the right of way has a pH of 5.5 to 8.5. Topsoil is subject to testing by the Engineer. Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.
- D. Remove and dispose of objectionable material from the topsoil source before beginning the work. Stockpile topsoil, when necessary, in a windrow at designated locations along the right of way line or as directed. Keep source and stockpile areas drained during the period of topsoil removal and leave them in a neat condition when removal is complete. Before placing topsoil, cultivate the area to a depth of 4 in. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil as directed. Water and roll the topsoil with a light roller or other suitable equipment.
- E. Measurement for this bid item shall be per CUBIC YARD, in vehicles at the point of delivery.
- F. Payment for this bid item shall be paid for at the unit price bid for "Install Topsoil" of the type specified.

BID ITEMS NO. 100, 101; Sod Installation

The provisions of TxDOT Items Item 162, "Sodding for Erosion Control" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide and install sod at locations as directed by the Owner, in accordance with TxDOT Item 162 "Sodding for Erosion Control".
- B. Materials. Use live, growing grass sod of the type specified on the plans. Use grass sod with a healthy root system and dense matted roots throughout the soil of the sod for a minimum thickness of 1 in. Do not use sod from areas where the grass is thinned out. Keep sod material moist from the time it is dug until it is planted. Grass sod with dried roots is unacceptable.
 - 1. Block Sod. Use block sod free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod."
 - 2. Fertilizer. Furnish fertilizer in accordance with Article 166.2, "Materials."
 - 3. Water. Furnish water in accordance with Article 168.2, "Materials."

- C. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3, "Construction," and water in accordance with Article 168.3, "Construction." Plant between the average date of the last freeze in the spring and 6 weeks prior to the average date for the first freeze in the fall according to the Texas Almanac for the project area.
- D. Finishing. Smooth and shape the area after planting to conform to the desired cross sections. Spread any excess soil uniformly over adjacent areas or dispose of the excess soil as directed.
- E. Measurement for this bid item shall be per SQUARE YARD, regardless of the type.
- F. Payment for this bid item shall be paid for at the unit price bid for "Sod Installation" of the type specified.

BID ITEM NO. 102; Seed Installation

The provisions of TxDOT Item 164, "Seeding for Erosion Control" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide and install sod at locations as directed by the Owner, in accordance with TxDOT Item 164 "Seeding for Erosion Control", as directed by the Owner.
- B. Seed. Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity x Germination). Furnish seed of the designated species, in labeled unopened bags or containers to the Owner before planting. Use within 12 months from the date of the analysis. When Buffalograss is specified, use seed that is treated with KNO₃ (potassium nitrate) to overcome dormancy.
 - 1. Planting. Use TxDOT Item 164 Tables 1 through 4 to determine the appropriate seed mix and rates as specified on the plans.
 - 2. Fertilizer. Furnish fertilizer in accordance with Article 166.2, "Materials."
 - 3. Water. Furnish water in accordance with Article 168.2, "Materials."
- C. Cultivate the area to a depth of 4 in. before placing the seed unless otherwise directed. When performing permanent seeding after an established temporary seeding, cultivate the seedbed to a depth of 4 in. or mow the area before placement of the permanent seed. Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans.
- D. Broadcast Seeding. Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil. When seed and water are to be distributed as a slurry during hydro-seeding, apply the mixture to the area to be seeded within 30 min. of placement of components in the equipment. Roll the planted area with a light roller or other suitable equipment. Roll sloped areas along the contour of the slopes.
- E. Measurement for this bid item shall be per SQUARE YARD, regardless of the mix.
- F. Payment for this bid item shall be paid for at the unit price bid for "Seed Installation" of the mix specified.

BID ITEMS NO. 103, 104; Earthwork (Excavation - Haul Off ONLY)

The provisions of TxDOT Item 110(Mod), "Excavation", shall apply except as modified or clarified below:

- A. This item pertains to only the material excavated from the project limits and hauled away. Quantities for this bid item

must be verified and approved by the Owner or Town representative prior to removal from the job site. Any haul off without prior consent will not be paid.

- B. This item is full compensation for authorized excavation, drying, undercutting subgrade, reworking or replacing the undercut material in rock cuts, hauling, disposal of material offsite not used elsewhere on the project, scarification and compaction, and equipment, labor, materials, tools, and incidentals. Excavation shall be performed in accordance with TxDOT Item 110(Mod).
- C. Earthwork (Spoil) Haul Off and Dispose – Material excavated but not required for embankments shall be disposed of offsite by the Contractor at locations to be secured by Contractor. A permission letter from the property owner, allowing disposal, shall be furnished to the Engineer.
- D. Measurement for this bid item shall be per CUBIC YARD.
- E. Payment for this bid item shall be paid for at the unit price bid for "Earthwork (Excavation)".

DESCRIPTION OF NON-PAY ITEMS

Non-Pay Item 1; Traffic Control

The provisions of Town of Flower Mound Technical Specification Item 112, "Traffic Control", shall apply except as modified or clarified below:

- A. Contractor shall submit proposed traffic control plan (TCP) changes to the Traffic Engineer and Town for approval. The traffic control plan must conform to the guidelines established in the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- B. Contractor shall provide access to existing driveways at all times. Any material required shall be placed at slope no steeper than 6:1 and is considered incidental to this bid item.
- C. Measurement for Traffic Control shall be considered subsidiary to each type of bid item specified.
- D. No direct payment for Traffic Control will be paid, unless deemed excessive and necessary by the direction of the Owner.

Non-Pay Item 2; Erosion and Sediment Control (SWPPP)

The provisions of Town of Flower Mound Technical Specification Item 113, "Erosion and Sedimentation Control (SWPPP)", shall apply except as modified or clarified below:

- A. The construction activities for this project are less than an acre. Therefore, the Contractor shall follow the Small Construction Site Permit (TXR150000) for "Small Construction Activities" (disturbing less than 1 acre). Additional information regarding the TCEQ storm water permit program may be found at the internet at: http://www.tceq.state.tx.us/permitting/water_quality/stormwater/TXR15_AIR.html
- B. A Notice of Intent (NOI) and Notice of Termination (NOT) are not required.
- C. Erosion and Sediment Control – Required temporary erosion control devices shall be installed by the Contractor prior to any construction activities. Temporary erosion control devices shall be completely removed from the project by the Contractor upon final stabilization as defined in the TPDES Permit TXR 150000 and prior to final payment. The work as specified in this section shall include all labor, tools, equipment and incidentals necessary for furnishing,

installing, maintaining and inspecting erosion and sedimentation control devices as required during the construction of the project.

- D. The Contractor shall be responsible implementation and maintenance of Best Management Practices (BMP's) for selected erosion and sediment control devices and other related construction activities that have been attached to this specification, indicated on the plan sheets or as the Town deems warranted. Contractor shall implement Best Management Practices on this project.
- E. Measurement for Erosion and Sediment Control shall be considered subsidiary to each type of bid item specified.
- F. No direct payment for Erosion and Sediment Control will be paid; but shall be considered subsidiary to each bid item.

NON-BID ITEM NO. 3; Fine Grading

The provisions of TxDOT Items Item 162, "Sodding for Erosion Control" shall apply except as modified or clarified below:

- A. This item includes all labor, materials, equipment, and services required to construct, shape, and finish earthwork to the required lines, fine grades, and cross sections as specified herein.
- B. Properly placed and finished earthwork accomplished by fine grading is essential to the success of this project. Much of the areas to be planted in turfgrass have minimal surface gradients which must be properly finished to ensure positive surface drainage.
- C. "Blue Top" Stakes: Wooden stakes shall be used to mark final fine grades. Stakes shall be capable of being driven fully into the ground without splitting and without pulverization of their tops. Nominal dimensions of stakes shall be not less than 2"x2"x8" long with all four sides beveled into a sharpened bottom point at one end and with a flat top on the other end. After being driven to the proper elevation, each stake top shall be securely fitted with a brightly colored attachment of fibrous plastic strands suitable for promoting visual identification of the driven stake.
- D. The maximum allowable deviation from the required finished grades of a line or plane shall be a slope (gradient) of plus or minus 0.5% in a horizontal dimension of eight (8') feet maximum. This shall be field tested by using an eight (8') foot long straight edge. If the surface has a deviation of more than one-half (1/2") above or below the midpoint of the straight edge when its ends rest on high or low points, the finished grade will be unsatisfactory and shall be immediately corrected.
- E. Surface gradients and flowlines may be similarly checked by the use of string lines and survey instruments. The Owner's Representative will be the judge of whether deviations from the designed gradients are acceptable or not.
- F. The limits of areas to be fine graded shall generally correspond to the areas to be planted in turfgrass and to the areas to be paved. On this project, the entire area within the limits of the work shall be fine graded.
- G. Fine grading will not begin until all underground installations are complete, in place, tested to be working properly, and properly backfilled. Fine grading will not be attempted until construction which involves heavy vehicles is complete. Such vehicles cause rutting and over compaction.
- H. If topsoil has been lost to erosion or construction operations it shall be replaced. If not recoverable on the site, topsoil shall be provided from an off-site source as "imported topsoil."
- I. After fine grading is accomplished, it shall be the Contractor's responsibility to protect all fine graded areas from vehicular traffic or other disruptive activities. Damages to the fine graded surfaces will be restored to a satisfactory condition as prescribed herein until the job is finished and accepted.

- J. As a minimum, the following measures will be executed in the accomplishment of fine grading:
1. In place topsoil shall be used, or replacement topsoil shall first be placed and compacted to normal density at a depth of six (6) inches and shall be rough graded to within 0.05 foot of finished grade.
 2. Fine grading shall be executed by the placement and use of final grade stakes or "blue tops." Final grade stakes shall be placed at intervals not to exceed seventy-five (75') feet along the exact contour lines as dimensioned on the grading plan. The stakes will be driven to the exact even foot elevation of the contour and will then be marked with a brightly colored plastic attachment.
 3. Final grade stakes will also be placed wherever a contour line makes a significant change of direction and on critical spot grades as directed by the Owner's Representative.
 4. Drainage Swales: Fine grading shall be executed as described above except that "blue top" final grade stakes will be placed at the points on the swale where grades are called out on the plans and on even contours on the swale bottom and on intervals not greater than fifty (50') feet apart.
 5. Fine grading will be executed with any or all of the following or other appropriate machinery: lightweight road grader, tractor box blade, discing machinery, weighted spike harrow, and weighted drags. Bull dozer blades or front end loader buckets are not acceptable devices for fine grading operations.
 6. It is anticipated that some areas of topsoil may become over compacted and resistant to proper grading. Such areas will be loosened and pulverized with discing machinery and will then be recompact to normal density before fine grading. The use of a watering truck to moisten dried and hardened areas may be necessary.
- K. Satisfactorily fine graded areas shall be true in plane, even in gradient (slope), uniform in surface texture, and of normal compaction. Areas of loose granular soil pockets interspersed with over compacted soils are not acceptable. Fine graded areas for turf grass will promote complete surface drainage, will be ready for turf grass planting, and will ensure playability. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3, "Construction," and water in accordance with Article 168.3, "Construction." Plant between the average date of the last freeze in the spring and 6 weeks prior to the average date for the first freeze in the fall according to the Texas Almanac for the project area.
- L. The Owner's Representative will perform instrumented checks of final grade stakes and surface gradients as he deems proper and necessary. Unsatisfactory areas will be regarded and corrected until they are acceptable. The Owner's Representative will be the judge of whether fine graded areas are acceptable or not.
- M. "Blue top" final grade stakes in satisfactorily grades areas will be left in place.
- N. The Contractor is responsible for the maintenance of all finished surface gradients in the project until the project is declared complete. However, the project will not be complete until other work is complete and all areas within the project limits are satisfactorily fine graded, and all turf grass planting areas have been established with a uniform stand as specified. The Contractor will maintain erosion control measures over the entire area of the project up until final acceptance of the project by the Owner.
- O. Topsoil: Densities of fine graded topsoil areas shall be at a minimum ninety-five percent (95%) of Standard Density ASTM D 698 with minus one to plus four percentage points above that of optimum moisture content (-1 to +4).
- P. Other Subgrades in General: Earth embankment shall be compacted in lifts at a minimum ninety-five (95%) percent with the moisture content between minus one to plus four percentage points above that of optimum (-1 to +4).
- Q. Earth Embankment Under Pavement: The top six (6") inches of natural earth comprising the subgrade for areas of pavement shall be at a minimum ninety-five (95%) percent of Standard AASHTO Density with the moisture content between minus one to plus four percentage points above that of optimum (-1 to +4).

- R. Spot field tests of soil densities shall be required of the Contractor by the Owner's Representative at the Contractor's expense at the place and time of the Owner's choosing. Any area not meeting density control requirements shall be immediately excavated, reconstructed, and retested, at the expense of the Contractor, until satisfactory results are obtained. Test could be taken every 5,000 S.F.
- S. Measurement for Fine Grading shall be considered subsidiary to each type of bid item specified.
- T. No direct payment for Fine Grading will be paid, unless deemed excessive and necessary by the direction of the Owner.

ATTACHMENT A

TOWN OF FLOWER MOUND

SIDEWALK LINKS & ADA IMPROVEMENTS

RFB No. 2023-13-A

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$ 45.00
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$ 45.00
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$ 42.75
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$ 42.75
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 92.25
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 92.25
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 90.00
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$ 90.00
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 101.25
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 101.25
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 99.00
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$ 99.00
13	Remove 4"-6" Reinforced Concrete Driveway 0-50 SY	SY	\$ 45.00
14	Remove 4"-6" Reinforced Concrete Driveway 51-250 SY	SY	\$ 45.00
15	Install 4" Reinforced Concrete Driveway 0-50 SY	SY	\$ 81.00
16	Install 4" Reinforced Concrete Driveway 51-250 SY	SY	\$ 81.00
17	Install 6" Reinforced Concrete Driveway 0-50 SY	SY	\$ 92.25
18	Install 6" Reinforced Concrete Driveway 51-250 SY	SY	\$ 92.25
19	Remove 4"-6" Reinforced Concrete Drive Approach 0-50 SY	SY	\$ 45.00
20	Remove 4"-6" Reinforced Concrete Drive Approach 51-250 SY	SY	\$ 45.00
21	Install 6" Reinforced Concrete Drive Approach 0-50 SY	SY	\$ 92.25
22	Install 6" Reinforced Concrete Drive Approach 51-250 SY	SY	\$ 92.25
23	Remove 4-5" Concrete Sidewalk, 0-50 SY	SY	\$ 45.00
24	Remove 4-5" Concrete Sidewalk, 51-250 SY	SY	\$ 45.00
25	Remove 4-5" Concrete Sidewalk, 251-500 SY	SY	\$ 45.00
26	Remove 4-5" Concrete Sidewalk, 500+ SY	SY	\$ 45.00
27	Install 4" Reinforced Concrete Sidewalk, 0-50 SY	SY	\$ 81.00
28	Install 4" Reinforced Concrete Sidewalk, 51-250 SY	SY	\$ 81.00
29	Install 4" Reinforced Concrete Sidewalk, 251-500 SY	SY	\$ 81.00
30	Install 4" Reinforced Concrete Sidewalk, 501+ SY	SY	\$ 81.00
31	Install 4" Exposed Aggregate Reinforced Concrete Sidewalk, 0-50 SY	SY	\$ 99.00
32	Install 4" Exposed Aggregate Reinforced Concrete Sidewalk, 51-250 SY	SY	\$ 99.00
33	Install 5-1/2" Reinforced Concrete Trail, 0-50 SY	SY	\$ 94.50
34	Install 5-1/2" Reinforced Concrete Trail, 50-250 SY	SY	\$ 94.50
35	Install 5-1/2" Reinforced Concrete Trail, 251-500 SY	SY	\$ 94.50
36	Install 5-1/2" Reinforced Concrete Trail, 500+ SY	SY	\$ 94.50
37	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 7.50

38	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 7.50
39	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 7.50
No.	Description	Unit	Unit Price
40	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$ 7.50
41	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 8.50
42	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51-250 LF	LF	\$ 8.50
43	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 251-500 LF	LF	\$ 8.50
44	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 501+ LF	LF	\$ 8.00
45	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 8.50
46	Remove 24" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	\$ 8.50
47	Remove 24" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	\$ 8.50
48	Remove 24" Reinforced Concrete Curb & Gutter, 501+ LF	LF	\$ 8.00
49	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 9.00
50	Remove 30" Reinforced Concrete Curb & Gutter, 51- 250 LF	LF	\$ 9.00
51	Remove 30" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	\$ 9.00
52	Remove 30" Reinforced Concrete Curb & Gutter, 501+ LF	LF	\$ 9.00
53	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 9.00
54	Remove 36" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	\$ 9.00
55	Remove 36" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	\$ 9.00
56	Remove 36" Reinforced Concrete Curb & Gutter, 501+ LF	LF	\$ 8.50
57	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 30.00
58	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 30.00
59	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 30.00
60	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$ 30.00
61	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 45.00
62	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51-250 LF	LF	\$ 45.00
63	Install 18" Reinforced Concrete Mountable Curb & Gutter, 251-500 LF	LF	\$ 45.00
64	Install 18" Reinforced Concrete Mountable Curb & Gutter, 501+ LF	LF	\$ 45.00
65	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 46.50
66	Install 24" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	\$ 46.50
67	Install 24" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	\$ 46.50
68	Install 24" Reinforced Concrete Curb & Gutter, 501+ LF	LF	\$ 45.00
69	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 46.50
70	Install 30" Reinforced Concrete Curb & Gutter, 51- 250 LF	LF	\$ 46.50
71	Install 30" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	\$ 46.50
72	Install 30" Reinforced Concrete Curb & Gutter, 501+ LF	LF	\$ 45.00
73	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 46.50
74	Install 36" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	\$ 46.50
75	Install 36" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	\$ 46.50
76	Install 36" Reinforced Concrete Curb & Gutter, 501+ LF	LF	\$ 45.00
77	Saw Cut Full Depth Concrete Pavement	LF	\$ 18.00
78	Saw Cut Full Depth Concrete Sidewalk	LF	\$ 12.00
79	Remove Single Barrier Free Ramp & Landing	EA	\$ 650.00
80	Remove Double Barrier Free Ramp & Landing	EA	\$ 875.00
81	Install TxDOT (PED-18) Type 1 Perpendicular Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	\$ 2450.00

82	Install TxDOT (PED-18) Type 2 Parallel Curb Ramp & Landing, to include landing and detectable warning plates (truncated domes)	EA	\$ 2450.00
83	Install TxDOT (PED-18) Type 3 or 6 Combination Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	\$ 2450.00
84	Install TxDOT (PED-18) Type 7 or 10 Directional Ramp within Radius, to include landing and detectable warning plates (truncated domes)	EA	\$ 2990.00
No.	Description	Unit	Unit Price
85	Install TxDOT (PED-18) Type 20 Median Island Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	\$ 2450.00
86	Install TxDOT (PED-18) Type 21 Median Island Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	\$ 2450.00
87	Install 6" Wide Retaining Wall with Integral 5" Sidewalk (1-6" Height) (Sidewalk Paid Separately)	LF	\$ 30.00
88	Install 6" Wide Retaining Wall with Integral 5" Sidewalk (7-12" Height) (Sidewalk Paid Separately)	LF	\$ 37.00
89	Install 6" Wide Vertical Retaining Wall, 6" High	LF	\$ 30.00
90	Install 6" Wide Vertical Retaining Wall, 9" High	LF	\$ 37.00
91	Install 6" Wide Vertical Retaining Wall, 12" High, to include necessary footing	LF	\$ 37.00
92	Install 6" Wide Vertical Retaining Wall, 18" High, to include necessary footing	LF	\$ 45.00
93	Install 6" Wide Vertical Retaining Wall, 24" High, to include necessary footing	LF	\$ 60.00
94	Install 6" Wide Vertical Retaining Wall, 36" High, to include necessary footing	LF	\$ 85.00
95	Install Millsap Stone Fascia/Cladding, over Retaining Walls 12" or Higher	SF	\$ 55.00
96	Install Steel Tubular Pedestrian Handrail (TxDOT PRD-13, Type 'B')	LF	\$ 375.00
97	Irrigation Main Repair/Relocation, 0-500 LF	LF	\$ 35.00
98	Irrigation Main Repair/Relocation, 500+ LF	LF	\$ 35.00
99	Install Topsoil	CY	\$ 65.00
100	Install Sod, 1-2' Bermuda	SY	\$ 30.00
101	Install Sod, 1-2' St. Augustine	SY	\$ 35.00
102	Install Grass Seed	SY	\$ 14.25
103	Unclassified Excavation, to include off-site disposal, 0-50 CY	CY	\$ 52.00
104	Unclassified Excavation, to include off-site disposal, 51-100 CY	CY	\$ 45.00

During the term of the contract, the successful vendor will be required to provide an itemized written quote for each miscellaneous concrete replacement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

Bid Certification Form
RFB No. 2023-13-A
Sidewalk Links and ADA Improvements

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Apex CONCRETE CONST. INC.
Principal Place of Business Address: 1080 KATY Rd.
Principal Place of Business City, State, Zip: Keller TX 76244
Principal Place of Business Phone Number: 817-454-1995
Principal Place of Business Fax Number: 817-337-8958
Remittance Address (if different from above): _____
Remittance City, State, Zip: _____

Tax Identification No:

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: _____

Signature

Date

Printed Name

Title

Name: DANNY PORTER
Title: PRESIDENT
Company Name: APEX CONCRETE CAST, INC.
Address: 1080 KATY RD.
City, State, Zip: KELLER TX 76244

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.

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller 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; and (2) 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.

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: TOWN OF FLOWER MOUND, TEXAS

By: _____ By: _____
Name: _____ Title: _____ Mayor Derek France
Date: _____ Date: _____

Attachment C References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: City of Southlake
Contact Name: Alex Stroud
Address: 1400 MAIN STREET
SOUTH LAKE TX.
Phone: 817-400-9138
Fax: _____
Effective Dates: FEB - 2017 TO PRESENT
Description of Services: ALL CONCRETE SERVICES

Company Name: CITY OF NORTH RICHLAND HILLS
Contact Name: BO BLANKENSHIP
Address: 4301 N. CITY POINT DR.
NRH - TX
Phone: 817-427-6479
Fax: _____
Effective Dates: 2015 TO PRESENT.
Description of Services: ALL CONCRETE SERVICES

Company Name: CITY OF KELLER
Contact Name: KELLY HOWELL
Address: 1100 BEAR CREEK PARKWAY
KELLER TX
Phone: 817 988 0422
Fax: _____
Effective Dates: 2017 TO PRESENT.
Description of Services: _____



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: December 19, 2022

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 482 (SUP22-0005 – Long Prairie Plaza Daycare) to permit a day care center use. The property is generally located south of Sherri Lane and east of Long Prairie Road.**

BACKGROUND: SUMMARY DATA:

- Lot Size – approx. 2.008 acres
- Current Zoning – PD-157 with Retail District-2 (R-2) Uses
- Proposed use – Day care center
- Size of the proposed building/use – 13,062 sf
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Waiver – Waiver to Section 12.1 of the Architectural Standards of the Town's Urban Design Plan regarding roof pitch
- Incentives – N/A
- [Planning & Zoning Commission Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its December 12, 2022, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

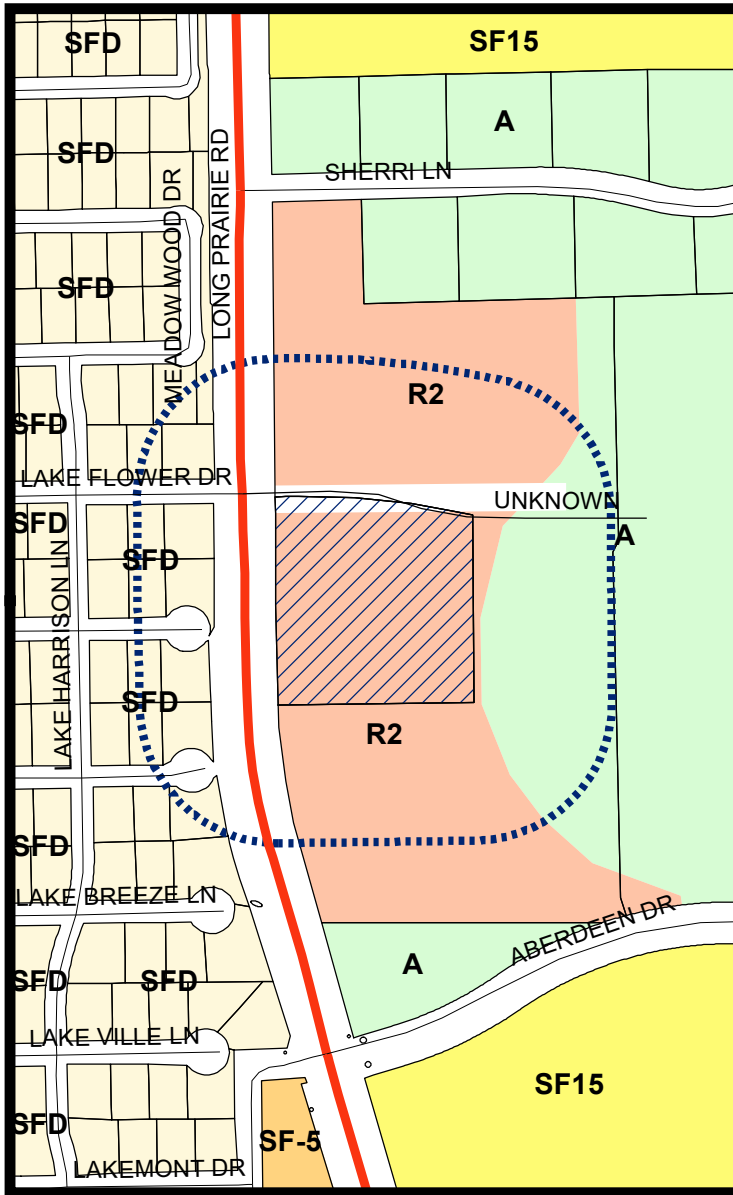
ATTACHMENTS:

1. Vicinity and Aerial Maps
2. DRAFT Ordinance

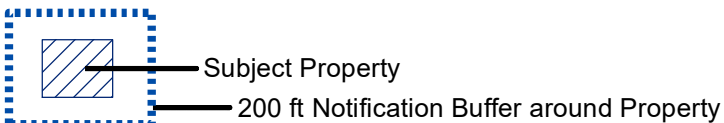
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

Reference Project: SUP22-0005

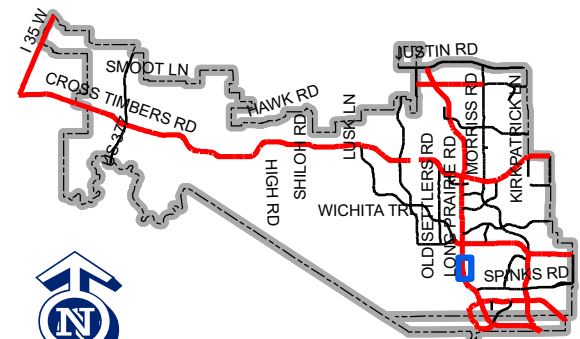


LEGEND

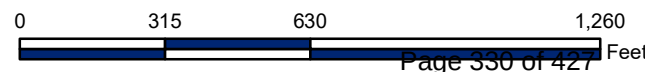


Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 482 (SUP-482) FOR A DAY CARE CENTER USE ON CERTAIN PROPERTY DESCRIBED AS 2.008 ACRES OF LAND AND BEING A PORTION OF LOT 1, BLOCK A, LONG PRAIRIE PLAZA ADDITION, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 157 (PD-157) WITH R-2 RETAIL DISTRICT-2 USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town 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 owner of the property described as 2.008 acres of land being a portion of Lot 1, Block A, Long Prairie Plaza Addition, Denton County, Texas, has filed an application for a Specific Use Permit to allow a day care center use; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 12, 2022, and the Town Council held a public hearing on December 19, 2022, with respect to the Specific Use Permit described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78, of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Specific Use Permit on the property described herein; and,

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

2.008 acres of land being a portion of Lot 1, Block A, Long Prairie Plaza Addition, Denton County, Texas, and zoned Planned Development District No. 157 (PD-157) with R-2 Retail District-2 uses and more fully described in Exhibit "A" hereto.

Specific Use Permit No. 482 is granted to allow a day care center use as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. The Specific Use Permit is limited to the playground and an approximate 13,062 square-foot building as shown on the Conceptual Site Plan.
2. An amended site plan application is required for the two retail buildings west of the subject property to transfer five (5) existing parking spaces to the proposed day care center.

SECTION 2

The Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed day care center use, attached hereto as Exhibits "B", "C," and "D" and incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan, Conceptual Elevations, and Conceptual Landscape Plan for this Specific Use Permit.

SECTION 3

The official Zoning Map of the Town of Flower Mound is amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Specific Use Permit, as set forth above.

SECTION 4

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound, including the regulations contained in Planned Development District-157 (PD-157).

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

This Ordinance shall 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 19TH DAY OF DECEMBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



Old Town Surveying, LLC

Professional Land Surveyors

810 Office Park Circle, Ste. 130, Lewisville, TX 75057
Ph. 469-293-8079 info@oldtownsurveying.com

TFRN Number: 10194611

**Long Prairie Plaza
Proposed Lot 4, Block A**

BEING a 2.008 acre portion of Lot 1, Block A, Long Prairie Plaza, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2021-196, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found with blue cap stamped “*OLD TOWN SURVEYING*” set for corner being the southeast corner of the herein described tract, same point being the southeast corner of said Lot 1, and being an inner ell corner of Lot 2R, Block A, Long Prairie Plaza, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2022-60, Plat Records, Denton County, Texas;

THENCE South 89 degrees 18 minutes 02 seconds West, with the south line of said Lot 1, a distance of 183.54 feet to a point for corner;

THENCE over and across said Lot 1 the following eight (8) courses and distances:

- 1) North 00 degrees 41 minutes 58 seconds West, for a distance of 26.20 feet to a point for corner;
- 2) North 45 degrees 41 minutes 58 seconds West, for a distance of 5.79 feet to a point for corner;
- 3) North 00 degrees 41 minutes 58 seconds West, for a distance of 35.21 feet to a point for corner;
- 4) South 89 degrees 18 minutes 02 seconds West, for a distance of 32.00 feet to a point for corner;
- 5) North 00 degrees 41 minutes 58 seconds West, for a distance of 300.20 feet to a point for corner;
- 6) North 89 degrees 18 minutes 02 seconds East, for a distance of 32.00 feet to a point for corner;
- 7) North 00 degrees 41 minutes 58 seconds West, for a distance of 34.55 feet to a point for corner;
- 8) North 44 degrees 18 minutes 02 seconds East, for a distance of 5.79 feet to a point for corner;

THENCE North 07 degrees 16 minutes 11 seconds East, over and across said Lot 1, a distance of 26.73 feet to a point for corner being in the north line of said Lot 1 and a south line of said Lot 2R, same point being the beginning of a non-tangent curve to the right, having a radius of 1250.00 feet;

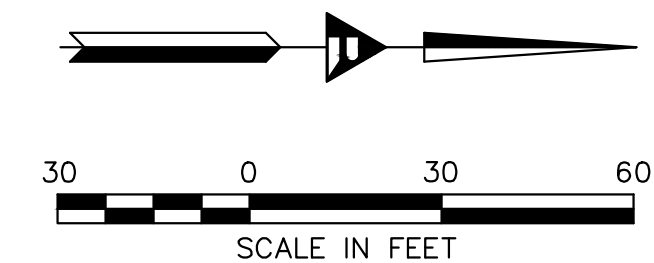
THENCE with the north line of said Lot 1, with said curve to the right, through a central angle of 01 degrees 53 minutes 08 seconds, whose chord bears South 81 degrees 47 minutes 15 seconds East at 41.14 feet, an arc length of 41.14 feet to a point for corner;

THENCE South 80 degrees 50 minutes 40 seconds East, with the north line of said Lot 1, a distance of 141.27 feet to a 1/2 inch iron rod with blue cap stamped “*OLD TOWN SURVEYING*” set for corner being the northeast corner of said Lot 1, same point being an inner ell corner of said Lot 2R;

THENCE South 00 degrees 41 minutes 58 seconds East, with the east line of said Lot 1, a distance of 400.26 feet to the **POINT OF BEGINNING** and containing 2.008 acres of land, more or less.



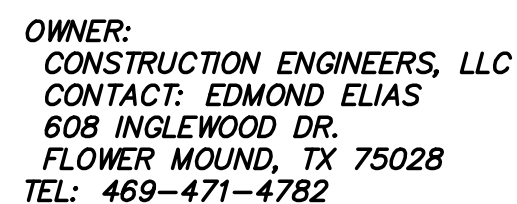
- NOTES:
1. TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
 2. ALL PROPER EROSION CONTROL SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE.
 3. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 4. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 5. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 6. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THESE PLANS AND THE TOWN OF FLOWER MOUND STANDARDS SPECIFICATIONS.
 7. ALL DIMENSIONS SHOWN ARE TO THE BACK OF THE CURB UNLESS OTHERWISE NOTED.
 8. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 9. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 10. ADA RAMPS ARE TO USE ARMOR TILE FOR THE DETECTABLE WARNINGS.
 11. ALL CURB RADII ARE 2.0' UNLESS OTHERWISE NOTED.
 12. ALL SIDEWALKS, ESTABLISHED VEGETATION (PER TCEQ REQUIREMENTS, BY SODDING OR SEEDING), SCREENING WALLS, FENCES, AND ALL REQUIRED APPURTENANCES MUST BE CONSTRUCTED AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS BEFORE SCHEDULING FINAL INSPECTION.
 13. METER & DOMESTIC SERVICE SIZES TO BE DETERMINED BY MEP ENGINEER, OTHER THAN RIDINGER ASSOCIATES.
 14. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE/PLAN ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 15. RETAINING WALLS 4 FOOT IN HEIGHT OR TALLER, INCLUDING FOOTINGS, WILL REQUIRE A SEPARATE BUILDING PERMIT THROUGH THE BUILDING DEPARTMENT.



SITE DATA TABLE		
PHYSICAL ADDRESS	1500 LONG PRAIRIE RD	
SITE AREA	2.008 acres / 87,464 s.f.	
ZONING	PD-157. R2 OFFICE/RETAIL	
CURRENT USE	UNDEVELOPED	
PROPOSED USE	DAYCARE	
LOT COVERAGE DATA		
BUILDING COVERAGE	14.5% / 12,645 s.f.	
IMPERVIOUS AREA	65.1% / 56,948 s.f.	
PERVIOUS AREA	34.9% / 30,516 s.f.	
PARKING SUMMARY		
	REQUIRED	PROVIDED
SURFACE PARKING		
DAYCARE 1:4 PERSONS ACCOMMODATED	62	62
HANDICAP PARKING		
	4	4
TOTAL PARKING	62	67
BUILDING DATA		
BUILDING	1 STORY	
PEAK HEIGHT	27'-2"	
MEAN HEIGHT	20'-7"	
TOTAL SQUARE FOOTAGE	13,062 s.f.	

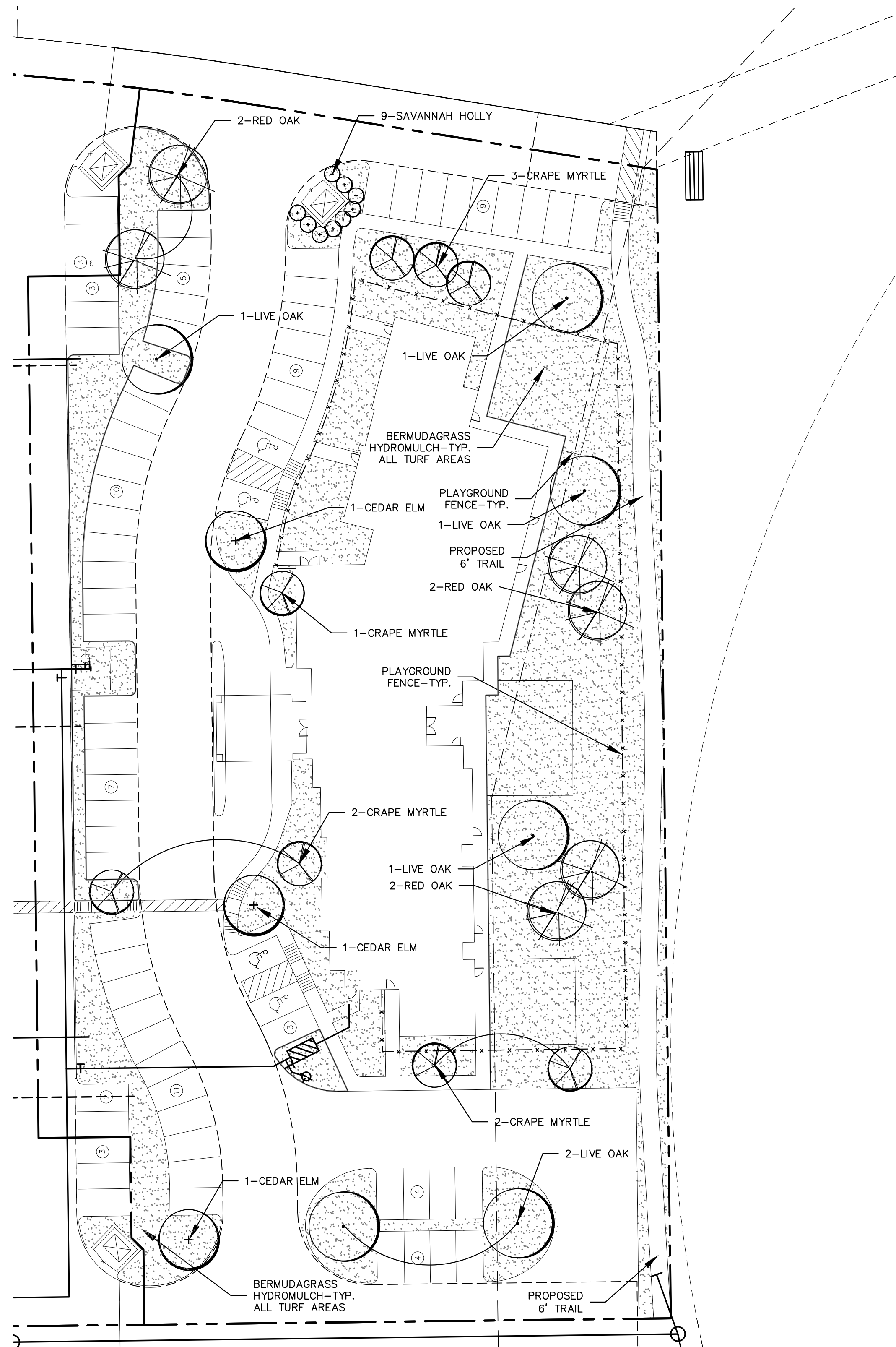
The diagram illustrates four different pavement types, each represented by a rectangular box with a specific texture and a corresponding label to its right:

- PAVING:** A light gray box with a fine, uniform texture.
- FIRELANE PAVING:** A light gray box with a slightly more pronounced texture than the first.
- SIDEWALK:** A light gray box with a coarse, irregular texture, resembling concrete or stone.
- 6 FT. TRAIL:** A light gray box with a very coarse, irregular texture, similar to gravel or crushed stone.



ENGINEER/APPLICANT:
RIDINGER ASSOCIATES, INC
550 S. EDMONDS LANE, SUITE 101
LEWISVILLE, TEXAS 75067
TEL. (972) 353-8000

***LONG PRAIRIE PLAZA
LOT 4 BLOCK A***
2.008 acres
John White Survey Abstract No. 1341
in the
Town of Flower Mound
Denton County, Texas



IRRIGATION NOTES:

1. All landscape areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

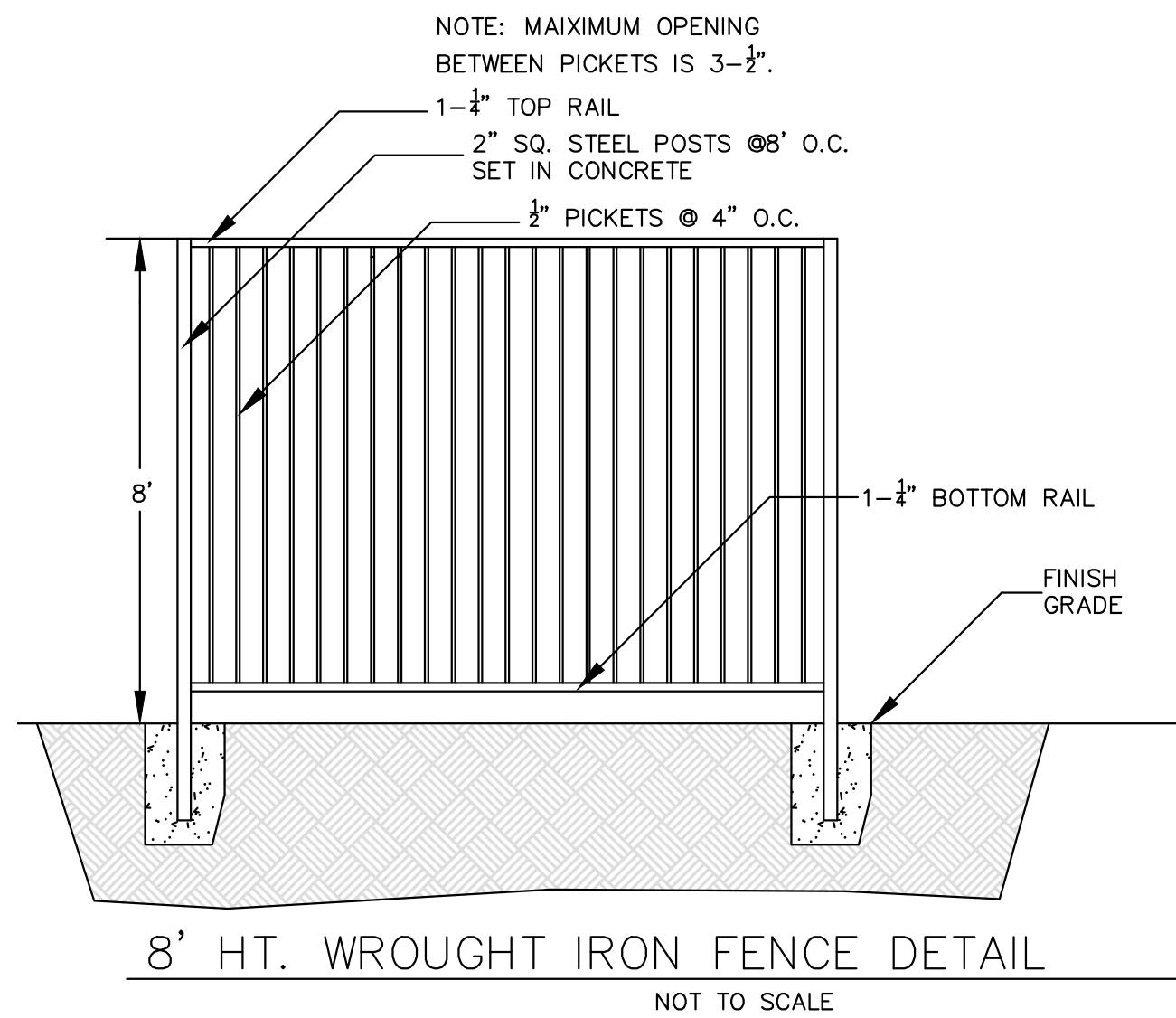
MAINTENANCE NOTES:

1. All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed or removed.
2. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not part of the landscaping.
3. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other maintenance of all plantings, including parkways, as needed.
4. Undisturbed, naturalized areas, if shown on this plan, are to be maintained by periodic field mowing as required by Town of Flower Mound standards.

GENERAL LANDSCAPE NOTES

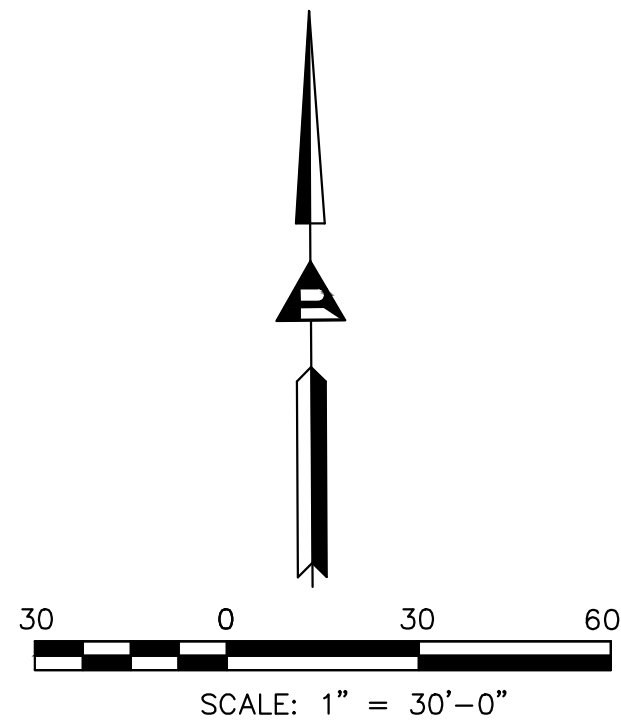
1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. Any sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

TREE MITIGATION NOTE;
THERE ARE NO EXISTING TREES ON THIS SITE.



PLANT LIST

- 6-LIVE OAK / QUERCUS VIRGINIANA / 3" CAL. / 8' HT. / 6' SP. / CONTAINER GROWN
6-RED OAK / QUERCUS SHUMARDII / 3" CAL. / 8' HT. / 6' SP. / CONTAINER GROWN
3-CEDAR ELM / ULMUS CRASSIFOLIA / 3" CAL. / 8' HT. / 6' SP. / CONTAINER GROWN
9-SAVANNAH HOLLY / ILEX SPP. 'SAVANNAH' / 15 GAL. / 6' HT. / FULL TO GROUND
8-CRAPE MYRTLE / LAGERSTROEMIA INDICA 'NATCHEZ' / 3 TRUNKS MIN. / 8' HT. / MATCHED / IN BLOOM
BERMUDAGRASS / CYNODON DACTYLON / HYDROMULCH



STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
MIN. 20% OF STREETYARD	0 SQ. FT.	0 SQ. FT.	0 SQ. FT.
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
10,000 TO 100,000 SF = 1 PER 2,500 SF PLUS 10 TREES	0 SQ. FT.	0 TREES	0 TREES
STREET BUFFER LANDSCAPING			
STANDARD	REQUIRED BUFFER WIDTH	PROVIDED	
LONG PRARIE ROAD = 1 PER 2,500 SF PLUS 10 TREES	NONE	NONE	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F.	LONG PRARIE ROAD NONE	NONE	NONE
PARKING AREA LANDSCAPING			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
90 S.F. PER 12 SPACES	67	502 S.F.	4,502 S.F.
PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 10 PARKING SPACES	67	7 TREES	8 TREES 1 SMALL TREE
ALL PARKING SPACES ARE LOCATED WITHIN 50 FT. OF A LARGE TREE.			

ST. CLAIR DESIGN GROUP, INC.

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-454-9934

REGISTERED LANDSCAPE ARCHITECT
LOAN B. ST. CLAIR
2210
STATE OF TEXAS

DATE SEALED: 12-1-22

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: BODQ
DATE: AUGUST 17, 2022

*LONG PRAIRIE PLAZA
LOT 4 BLOCK A*

2.008 acres
in the

*T.J. Payne Survey, Abstract No. 1056
T & P. Railroad Co. Survey, Abstract
No. 1618, John West Survey, Abstract
No. 1414, John West Survey, Abstract
No. 1415, H. Campbell, Abstract No.
1462, and the B.B.B. & C.R.R. Survey
Abstract No. 152*

*Town of Flower Mound
Denton County, Texas*

No.2	12/1/22	ADD SCREENING AT DUMPTIER	
No.1	10/31/22	Per City Comments	App.

LONG PRAIRIE DAYCARE

LANDSCAPE PLAN

Scale: 1" = 30'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: AUGUST 17, 2022
Project No. 191-001

SHEET

LP-1

MATERIAL TABULATION CHART

	FRONT - ELEVATION A	FRONT - ELEVATION B	LEFT - ELEVATION C	REAR - ELEVATION D	REAR - ELEVATION E	RIGHT - ELEVATION F
1. Total Facade S.F.	2511 s.f.	1721 s.f.	1068 s.f.	1414 s.f.	1714 s.f.	996 s.f.
2. Facade S.F. (exclusive of doors and windows)	2007 s.f.	1512 s.f.	957 s.f.	1172 s.f.	1414 s.f.	909 s.f.
3. Doors and Windows S.F.	504 s.f.	209 s.f.	111 s.f.	242 s.f.	300 s.f.	87 s.f.
4. Primary Masonry Totals	2007 s.f. and 100% of 2	1512 s.f. and 100% of 2	957 s.f. and 100% of 2	1172 s.f. and 100% of 2	1414 s.f. and 100% of 2	909 s.f. and 100% of 2
- Brick s.f. (as applicable)	1573 s.f. and 78% of 2	1343 s.f. and 89% of 2	696 s.f. and 73% of 2	1172 s.f. and 100% of 2	1414 s.f. and 100% of 2	621 s.f. and 68% of 2
- Stone s.f. (as applicable)	434 s.f. and 22% of 2	169 s.f. and 11% of 2	261 s.f. and 27% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	288 s.f. and 32% of 2



STONE
GRANBURY STONE



BRICK
ACME BRICK - DOVE GRAY

MATERIAL LEGEND

01	STONE - GRANBURY STONE
02	BRICK - ACME - AMARETTO
03	BRICK - ACME - DOVE GRAY
04	STANDING SEAM METAL ROOF - BRONZE
05	WINDOW/DOOR FRAME - BRONZE
06	METAL AWNING - BRONZE

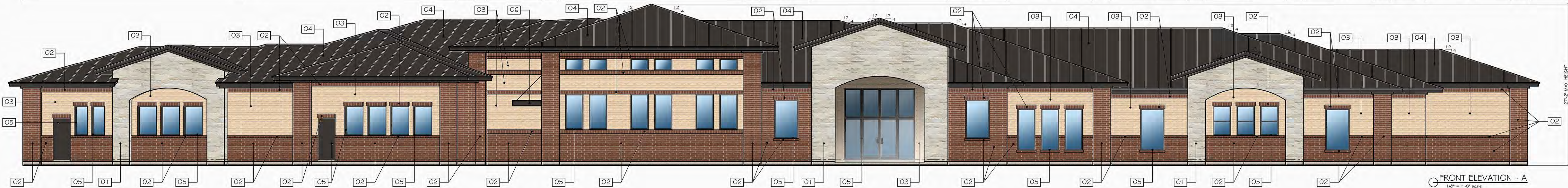
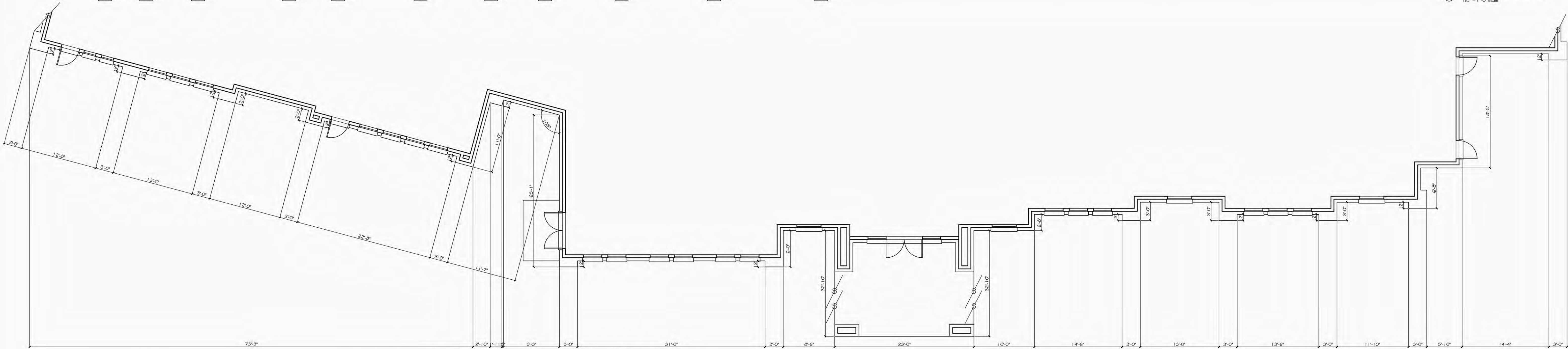
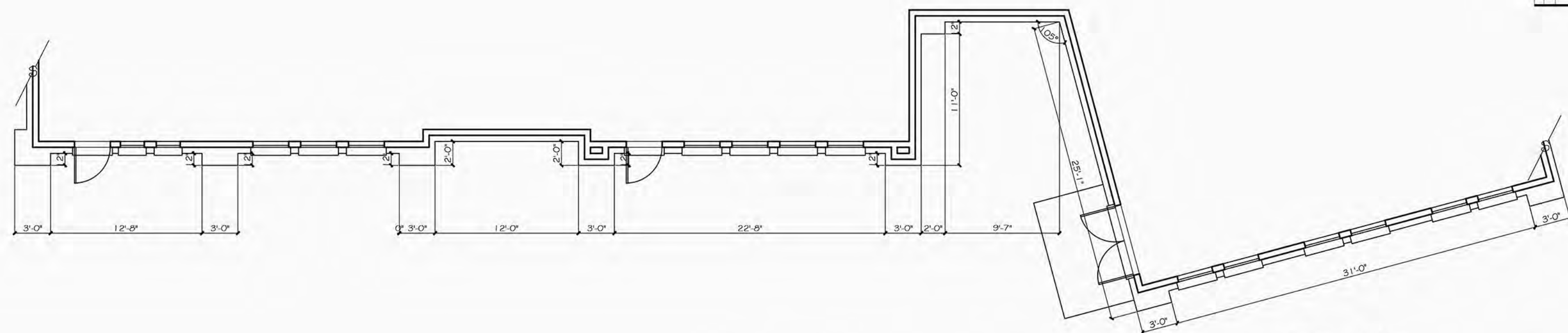
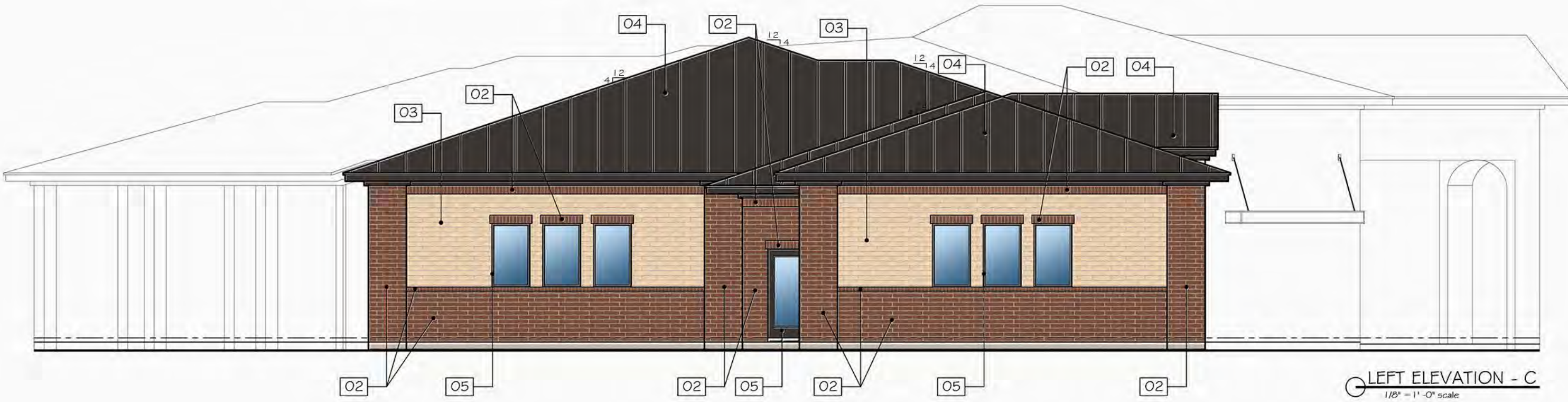
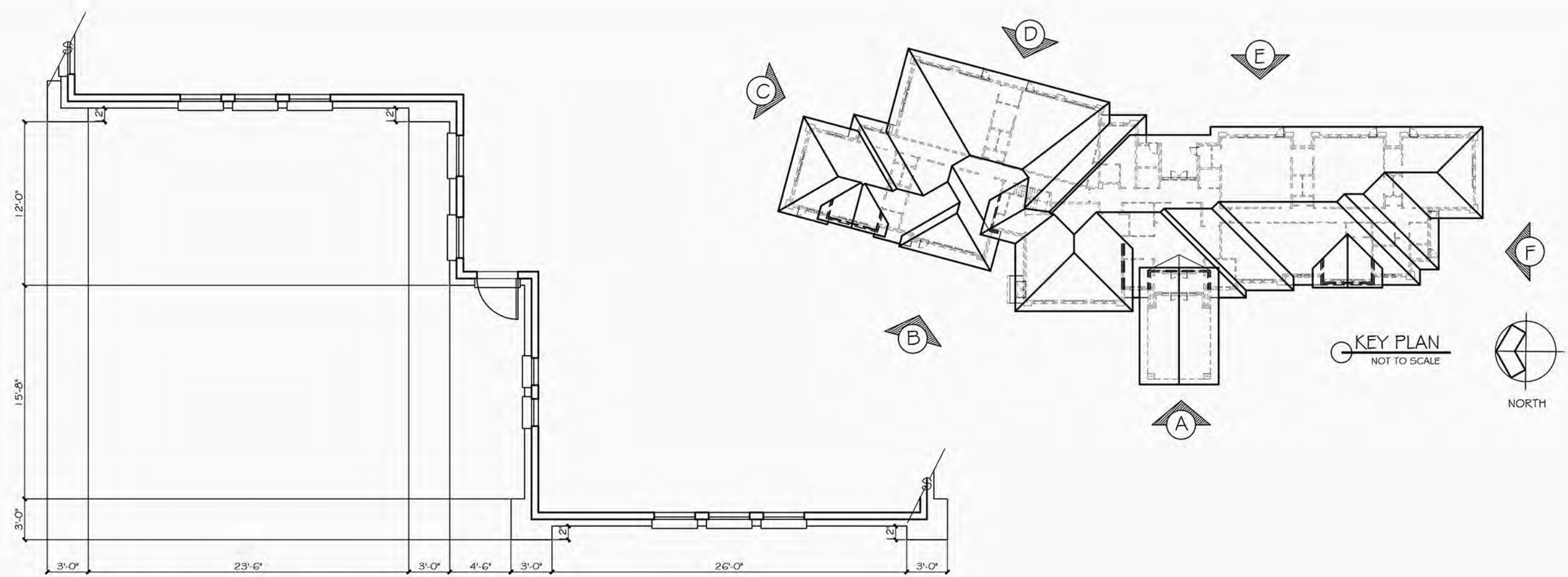
BRICK
ACME BRICK - AMARETTO

ROOFING
STANDING SEAM METAL - BRONZE

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

**NOTE: ALL ROOF SLOPES TO HAVE A 4:12 PITCH



CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the purchaser, builder, or contractor must verify dimensions, compliance with all applicable codes, and any necessary permits. Only a qualified designer, architect, or structural engineer is permitted to alter these plans. These plans shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

DATE: AUGUST 19, 2022

DRAWN BY: JA, HZ

REVISIONS:

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 400
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PLANNING & ZONING
ONLY

NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

FLOWER MOUND MONTESSORI

1500 LONG PRAIRIE ROAD

FLOWER MOUND, TEXAS

JOB #

22-065

SHEET

P&Z

1 OF 2

REVISED 9-21-2022

MATERIAL TABULATION CHART

	FRONT - ELEVATION A	FRONT - ELEVATION B	LEFT - ELEVATION C	REAR - ELEVATION D	REAR - ELEVATION E	RIGHT - ELEVATION F
1. Total Facade S.F.	2511 s.f.	1721 s.f.	1065 s.f.	1414 s.f.	1714 s.f.	996 s.f.
2. Facade S.F. (exclusive of doors and windows)	2007 s.f.	1512 s.f.	957 s.f.	1172 s.f.	1414 s.f.	909 s.f.
3. Doors and Windows S.F.	504 s.f.	209 s.f.	111 s.f.	242 s.f.	300 s.f.	87 s.f.
4. Primary Masonry Totals	2007 s.f. and 100% of 2	1512 s.f. and 100% of 2	957 s.f. and 100% of 2	1172 s.f. and 100% of 2	1414 s.f. and 100% of 2	909 s.f. and 100% of 2
- Brck s.f. (as applicable)	1573 s.f. and 78% of 2	1343 s.f. and 89% of 2	696 s.f. and 73% of 2	1172 s.f. and 100% of 2	1414 s.f. and 100% of 2	621 s.f. and 68% of 2
- Stone s.f. (as applicable)	434 s.f. and 22% of 2	169 s.f. and 11% of 2	261 s.f. and 27% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	288 s.f. and 32% of 2

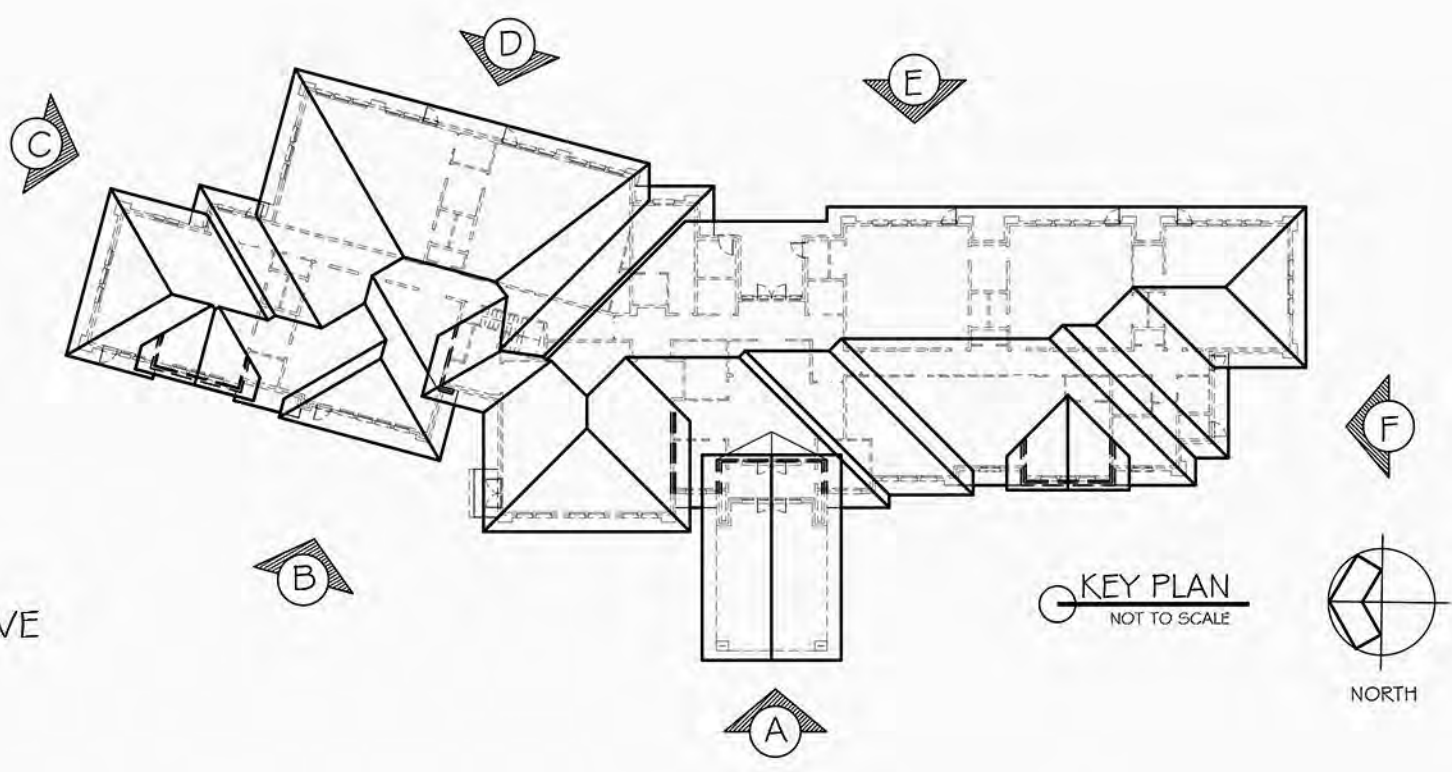
**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: ALL ROOF SLOPES TO HAVE A 4:12 PITCH

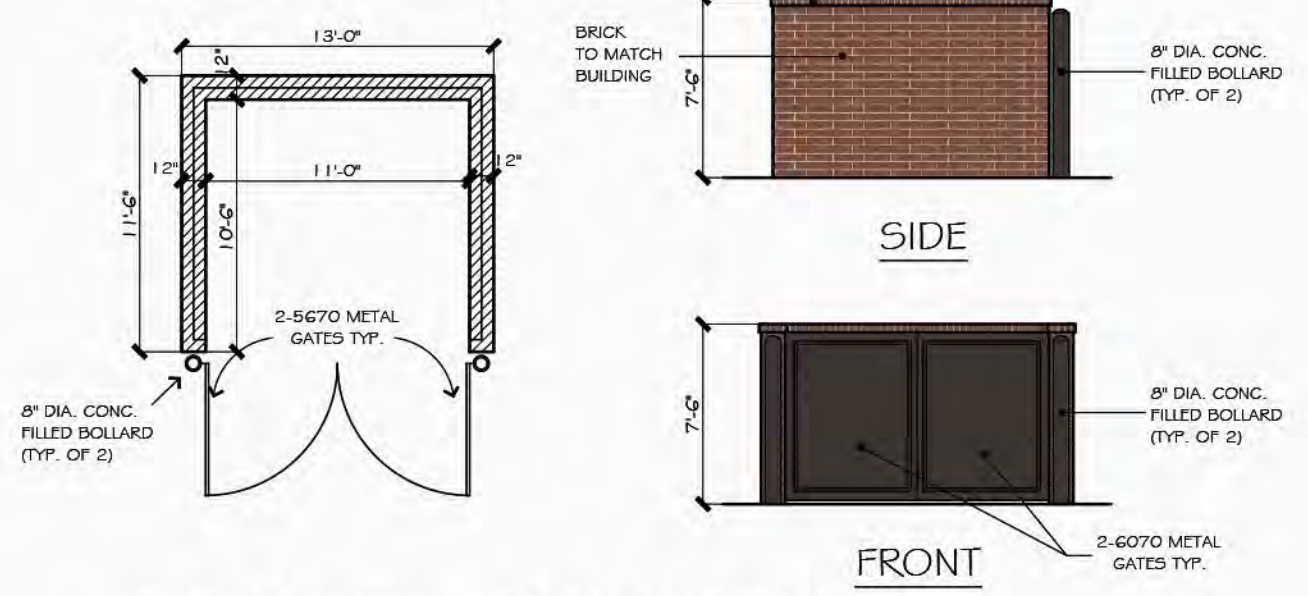
**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."



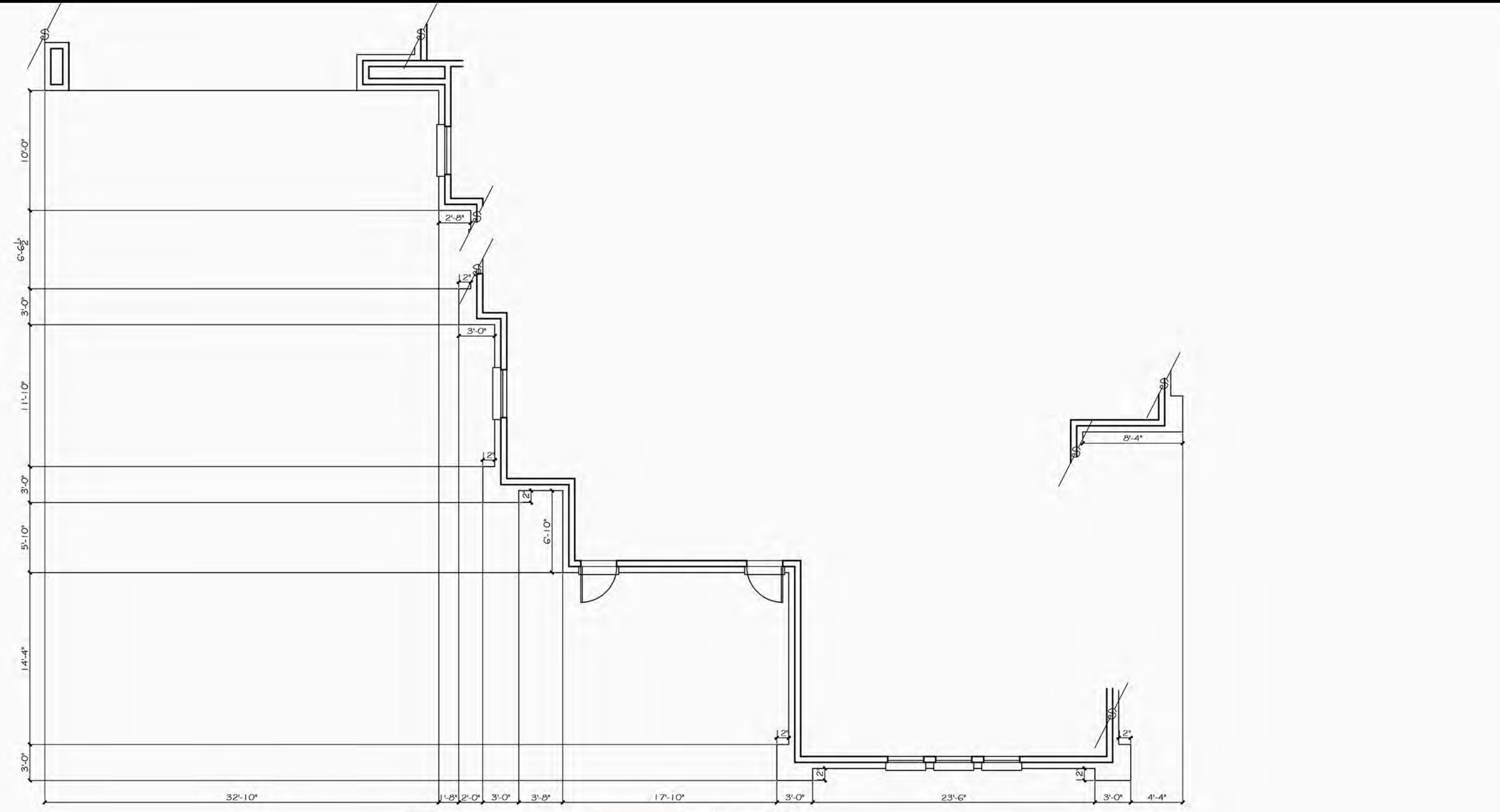
MATERIAL LEGEND	
01	STONE - GRANBURY STONE
02	BRICK - ACME - AMARETTO
03	BRICK - ACME - DOVE GRAY
04	STANDING SEAM METAL ROOF - BRONZE
05	WINDOW/DOOR FRAME - BRONZE
06	METAL AWNING - BRONZE



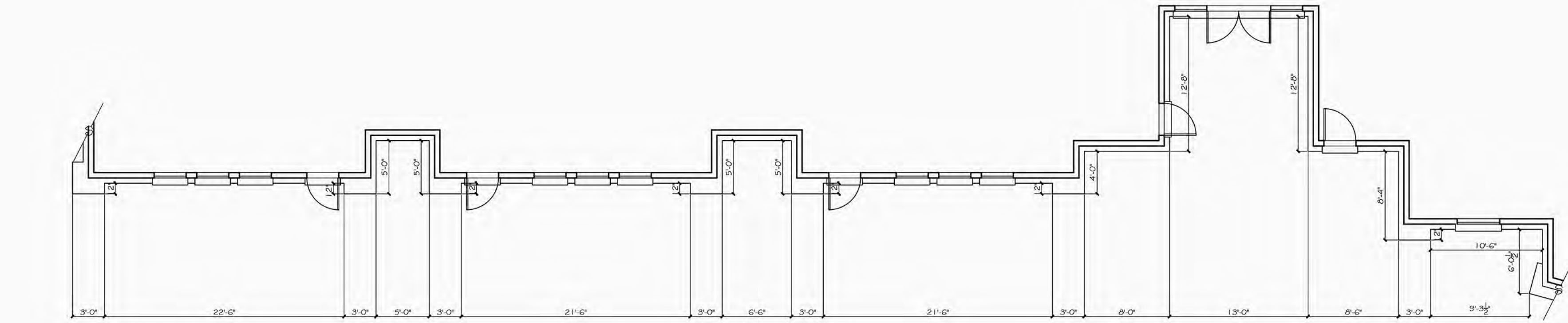
**NOTE: MATERIALS AND CONSTRUCTION TO MATCH MAIN BUILDING



DUMPSTER ENCLOSURE
1/8" = 1'-0" scale



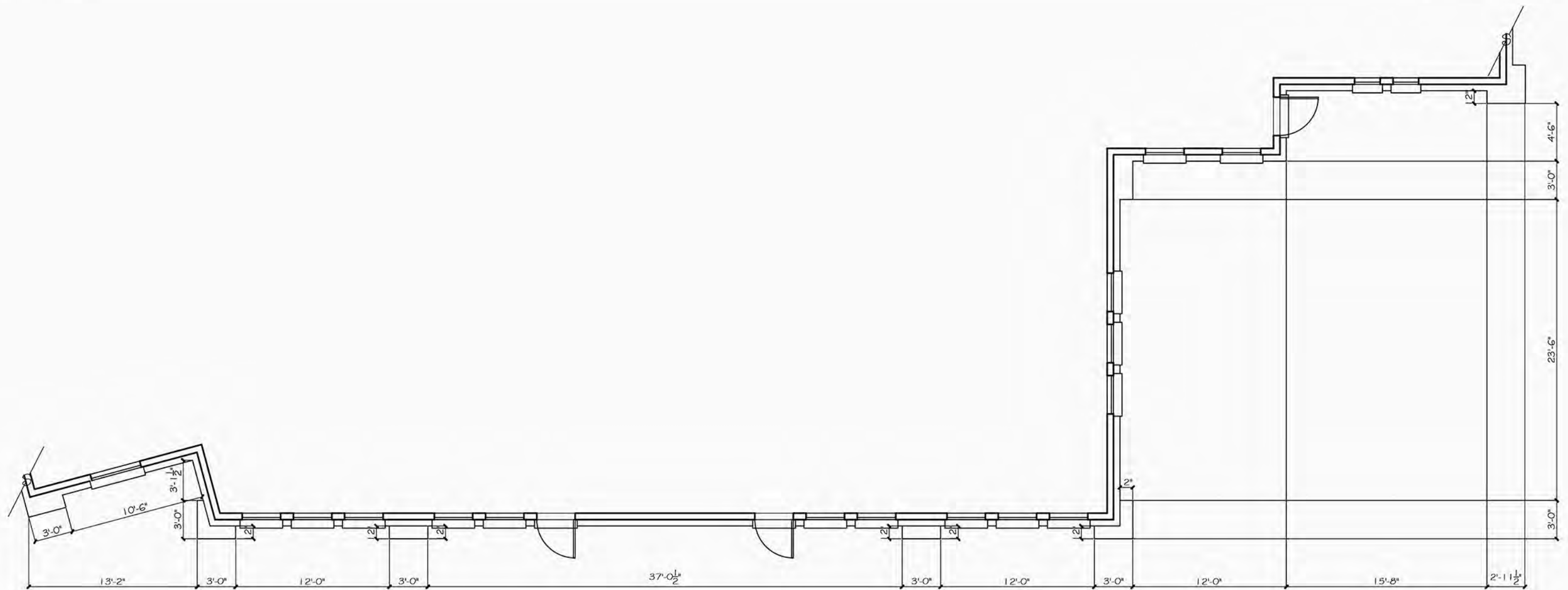
RIGHT ELEVATION - F
1/8" = 1'-0" scale



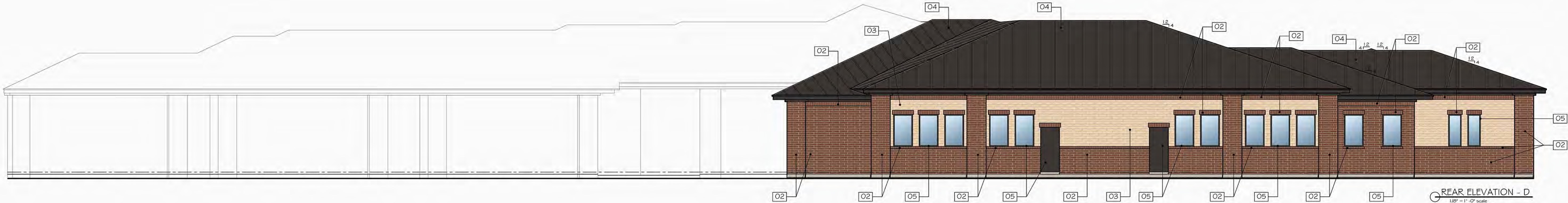
FRONT ELEVATION - A
1/8" = 1'-0" scale



REAR ELEVATION - E
1/8" = 1'-0" scale



REAR ELEVATION - D
1/8" = 1'-0" scale



REAR ELEVATION - D
1/8" = 1'-0" scale

CLAUSE

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DATE: AUGUST 19, 2022

DRAWN BY: JA, HZ

REVISIONS:

CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 400
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PLANNING & ZONING ONLY
NOT FOR CONSTRUCTION

A CUSTOM PROJECT FOR:
FLOWER MOUND MONTESSORI
1500 LONG PRAIRIE ROAD
FLOWER MOUND, TEXAS

JOB #
22-065

SHEET
P&Z

REVISED 9-21-2022



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: December 19, 2022

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD22-0005 – Roach Addition) from Agricultural District uses and Interim Holding uses to Planned Development District No. 194 (PD-194) with Agricultural uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of Lusk Lane.**

BACKGROUND: SUMMARY DATA:

- Size – 12.476 acres
- Proposed Zoning – PD for Agricultural uses (minimum lot size of 2 acres)
- Proposed Lots – 3 Buildable Lots
- SMARTGrowth – Exempt
- Traffic Analysis – Exempt
- Exceptions and Modifications:
 - An exception to allow lot-to-lot drainage from Lot 1 to Lot 3 in order to continue the existing drainage pattern
 - A modification to the front setback requirement to allow the existing accessory building to remain in its current location in front of the main house
- Incentives – N/A
- [Planning & Zoning Commission Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its December 12, 2022, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

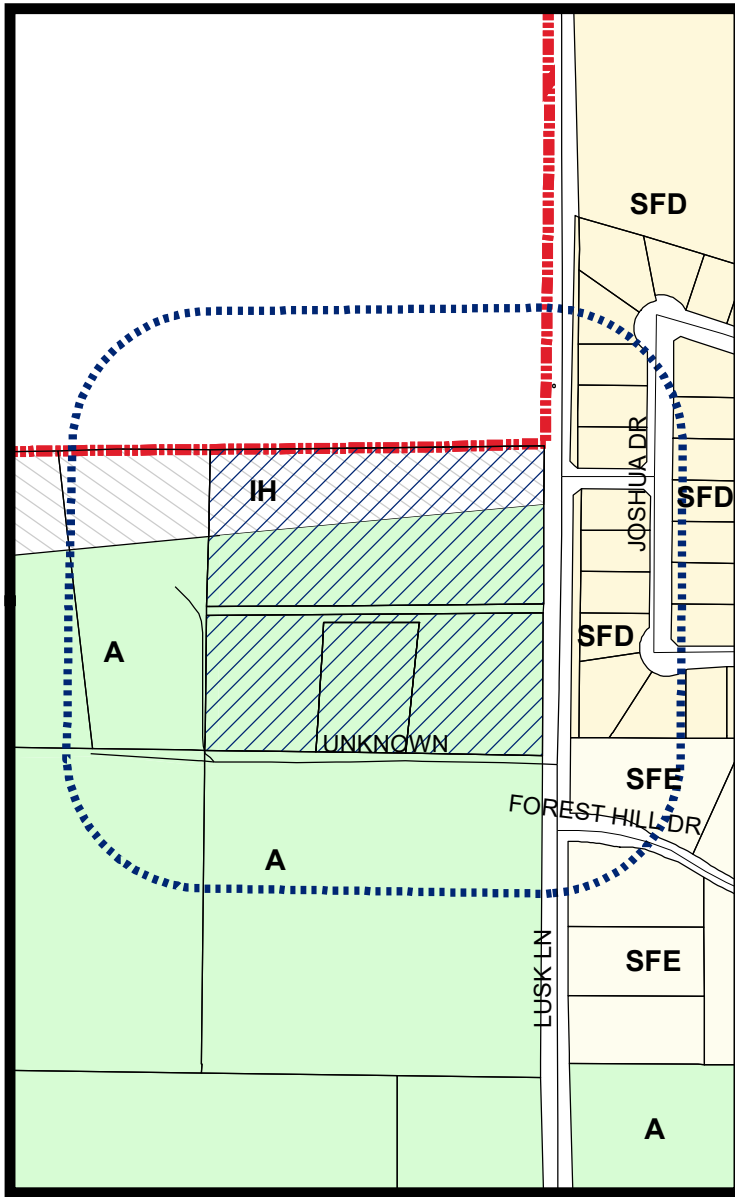
ATTACHMENTS:

1. Vicinity and Aerial Maps
2. DRAFT Ordinance

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

Vicinity Map

Reference Project: ZPD22-0005



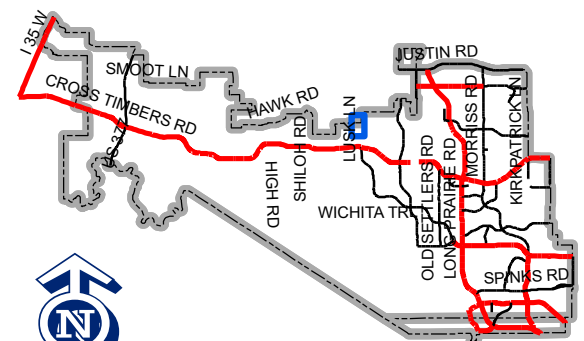
LEGEND

- Agriculture
- Interim Holding
- Single Family Detached
- Single Family Estate

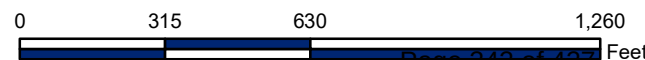
- Subject Property
- 200 ft Notification Buffer around Property

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 12.476 ACRES OF LAND SITUATED IN THE T&P RAILROAD SURVEY, ABSTRACT NO. 1298, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL DISTRICT USES AND IH INTERIM HOLDING DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-194 (PD-194) WITH AGRICULTURAL DISTRICT (A) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 12.476 acres of land situated in the T&P Railroad Survey, Abstract No. 1298, Denton County, Texas, have filed an application to change the zoning from A Agricultural District uses and IH Interim Holding District uses to Planned Development District-194 (PD-194) with A Agricultural District uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 12, 2022, and the Town Council of the Town held a public hearing on December 19, 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 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:

12.476 acres of land situated in the T&P Railroad Survey, Abstract No. 1298, Denton County, Texas, and more fully described in Exhibit "A1" and depicted in Exhibit "A2," attached hereto.

Planned Development District-194 (PD-194) with A Agricultural District uses.

SECTION 2

The Development Standards, and Conceptual Site Plan of the proposed Planned Development District No. 194 (PD-194), attached hereto as Exhibits "B" and "C," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards and Conceptual Site Plan for this Planned Development District No. 194 (PD-194).

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. 194 (PD-194), 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" and "C" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance, as adopted by the Town Council of the Town of Flower Mound, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

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

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit A

BEING all that certain, lot, tract, or parcel of land, situated in the T & P Railroad Survey, Abstract Number 1298, Denton County, Texas, being all of a certain tract of land, described by deed to Joe G. Roach, recorded in Document Number 2010-91523, Deed Records, Denton County, Texas, and being all of a certain tract of land, described by deed to Joe G. Roach, recorded in Document Number 2008-32679, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the southwest corner of said Roach tract (2010-91523), same being the northwest corner of a certain tract of land described by deed to Heir Apparent Properties, LTD, LLC, recorded in Document Number 2018-8869, Real Property Records, Denton County, Texas, and being in the east line of a certain tract of land, described by deed to Charles Freeny, recorded in Document Number 2004-163281, Deed Records, Denton County, Texas;

THENCE N 00°00'38" E, with the west line of said Roach tract (2010-91523), and the east line of said Freeny tract, passing at a distance of 60.00 feet a 3/8" rebar found, at the northeast corner thereof, same being the southeast corner of Lot 1, Morgan Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Cabinet I, Page 202, Plat Records, Denton County, Texas, continuing with the east line thereof, passing a 1/2" capped rebar found, stamped "CBG Surveying" at the northwest corner of said Roach Tract (2010-91523), same being the southwest corner of said Roach Tract (2008-32679), continuing with the west line thereof, a total distance of 710.53 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northwest corner of said Roach Tract (2008-32679), same being the northeast corner of said Lot 1 (Morgan Addition), and being in the south line of Lot 1, Block A, Smith Estates, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2015-159, Plat Records, Denton County, Texas;

THENCE N 89°27'49" E, with the north line of said Roach Tract (2008-32679), and the south line of said Lot 1 (Smith Estates), a distance of 720.40 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northeast corner of said Roach Tract (2008-32679), and being the southeast corner of said Lot 1 (Smith Estates), and being in the west line of Lusk Lane;

THENCE S 00°27'04" E, with the west line of said Lusk Lane, and the east line of said Roach Tract (2008-32679), passing the southeast corner thereof, same being the northeast corner of said Roach Tract (2010-91523), continuing a total distance of 727.89 feet to the southeast corner of said Roach tract (2010-91523), being in the north line of said Heir Apparent tract, and being in the west line of said Lusk Lane;

THENCE N 89°13'22" W, with the south line of said Roach tract (2010-91523), and the north line of said Heir Apparent tract, passing a 1/2" rebar found for witness at a distance of 30.00 feet, continuing a total distance of 758.67 feet to the POINT OF BEGINNING and containing approximately 12.476 acres of land.

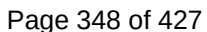


Exhibit “B”

DEVELOPMENT STANDARDS Planned Development District No. 194 (PD-194)

ROACH ADDITION

The Planned Development District (PD-194) 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. A Agricultural District uses:

Development of PD-194 designated on Exhibit “C,” the Concept Plan for The Roach Property, comprising of approximately 12.476 acres, shall be in compliance with all regulations applicable to A Agricultural District uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- 1. Permitted Uses:** The following uses shall be permitted within PD-194, 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. Keeping of livestock or poultry, subject to [section 98-985](#);
 - g. Small wind energy system (lots five acres or more), subject to [section 98-1001](#);
 - h. Solar panel systems, subject to [section 98-1002](#); and
 - i. Swimming pool, private.
- 2. Specific Uses:** Only the following uses requiring a Specific Use Permit shall be permitted within PD-194, subject to approval of a Specific Use Permit in accordance with the procedures and standards of section 98-953, Specific Use Permits.”
 - a. Accessory dwelling, subject to section 98-983; and
 - b. Small wind energy system (lots less than five acres), subject to [section 98-1001](#).
- 3. Temporary Uses:** Only the following temporary uses may be permitted within PD-194 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; and
 - b. Field office, temporary.

B. Minimum and Maximum Dimensions

The dimensional regulations listed for A Agricultural District (A) in the Town’s Zoning Ordinance shall be required for PD-194.

C. Supplementary Standards

1. Temporary street easement for cul-de-sac includes area outside 60' private street. Private street and temporary cul-de-sac shall be constructed of concrete and shall meet the Town standards for a private street and cul-de-sac.
2. Property owners of Lot 1, Block A, and Lot 2, Block A, shall be responsible for perpetual maintenance of Lot 4x, Block A, a private street, including the temporary cul-de-sac.
3. Prior to the Planning and Zoning Commission considering the first plat application for the properties located within PD-194, the owner or owner's representative shall obtain a permit to relocate any septic system(s), including tanks, spray fields, and equipment so that they are located on the same lot as the residence(s) they are serving.
4. The existing accessory building on Lot 1 shall be subject to the standards within Subpart B, "Land Development Regulations," Chapter 78, "Administration," Article V, "Nonconformities" of the Town's Code of Ordinances, as amended.

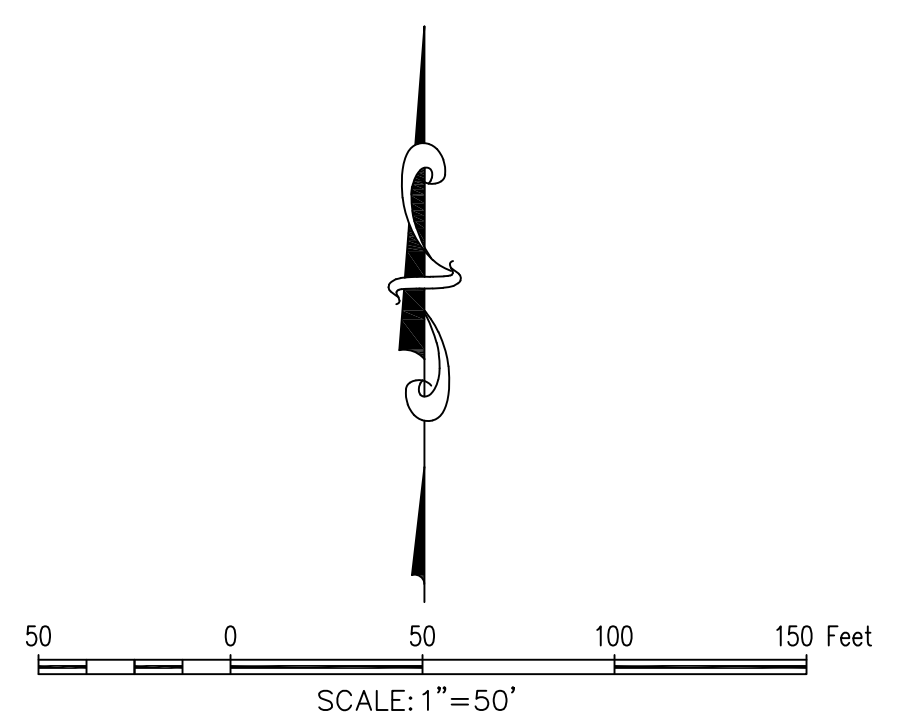
D. Access

1. Vehicular access for Lot 2, Block A, shall be prohibited from Lusk Lane.
2. A tree survey must be submitted for Lot 2, Block A, at the time of Single-Family Dwelling permit.

E. Exceptions and Modifications

The following exceptions and modifications shall be granted with the approval of Planned Development District-194 (PD-194).

1. An exception to allow for lot-to-lot drainage from Lot 3 to Lot 1 as indicated on Exhibit C, "Concept Plan."
2. A modification to the front setback requirement for an existing accessory building on Lot 1, Block A, to be located closer to the front property line than the primary building. Said accessory building being subject to the Town's Code regarding Nonconformities, as addressed in Paragraph C above.



Development Standards	Zoning Map Designation: Interim Holding & Agriculture	Proposed: PD-194 with AG
Min. Lot Size	87,120 sq ft.	87,120 sq ft.
Min. Lot Width	200 ft.	
Min. Area/Unit	1,800 sq ft.	1,800 sq ft.
Min. Front Yard	40 ft	40 ft
Min. Side Yard	25 ft	25 ft
Min. Rear Yard	20 ft	20 ft
Max. Lot Coverage	25%	25%
Max. Height (stories/ft.)	3 stories / 35 ft.	3 stories / 35 ft.

CONCEPT PLAN

C1

Drawn By: AB
Date: 10/27/2022
Scale: 1" = 50'
Revisions:



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: December 19, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP22-0020) for one (1) specimen tree on property proposed for development as Roach Addition. The property is generally located north of Cross Timbers Road and west of Lusk Lane.**

BACKGROUND: The Roach Addition development consists of approximately 12.476 acres and is generally located north of Cross Timbers Road and west of Lusk Lane. The proposed site for new residential development is currently zoned for Interim Holding Agricultural uses and master planned for the Cross Timbers Conservation Development District. The applicant is proposing to rezone the property to Planned Development District No. 194 (PD-194) with Agricultural (A) uses. According to the tree survey for the project, the portion to be immediately improved (Lot 4X) contains two (2) specimen trees. The applicant is requesting to remove one (1) of the specimen trees on the site (Tree #306 – 25” post oak). The specimen tree is in good condition and located within the proposed buildable area.

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 its size, 50” of replacement trees, equaling 17 three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site. In addition, protected trees removed will also require replacement at a tree-for-tree rate. The developer is proposing to preserve existing trees on the site, so there will be credits available for the preservation of those trees. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: The application for the removal of one (1) specimen tree was considered by the Environmental Conservation Commission (ECC) at its December 6, 2022, meeting. The ECC recommended approval to remove specimen Tree #306. The ECC meeting can be viewed at:

<https://flowermoundtx.swagit.com/play/12072022-808>

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. TRP Application

3. Specimen Tree Photograph
4. Tree Survey

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



November 4, 2022

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
Environmental Services Division
2121 Cross Timbers Road
Flower Mound, Texas 75028

Reference: Tree Removal Permit Application
Lot 1-3, Block A, Abstract NO. 1298
12.476 Acres
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert,

On behalf of the developer on the aforementioned property, we are requesting that (1) specimen tree (as outlined in the attached tree survey), as defined in the TOFM Tree Preservation Code, be removed. The tree being requested to be removed due to site conditions and staff request, which thereby mean the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	2 trees
Total specimen trees to be removed	1 trees

Due to preexisting conditions, Town of Flower Mound Engineering Standards, Code requirements, and Environmental Staff requests this specimen tree is not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

The following is the specimen tree we are requesting to be removed:

- | | |
|--------------|----------------|
| 1. Tree #306 | 25.5" Post Oak |
|--------------|----------------|

This tree is being removed due to site constraints and staff request.

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Sincerely,

Lara Hall RLA
Landscape Architect, TX #3748



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:

Lara Hall

Address:

201 Country View Drive Roanoke, TX 76262

Phone:

817-933-3306

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s):

Address:

Jody Roach
4993 Lusk Lane
Flower Mound, TX 75028

3. Location and Legal Description of Property:

Lot 1-3, Block A

Abstract 1298

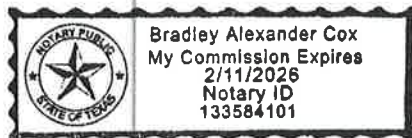
12.476 Acres

Page 2 of 3.

4. Owner's Authorization of Representation

I, Joseph Garza is Ranch III, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Joe L. Ranch
Signature of Owner



Given Under My Hand and Seal of Office
This the 4th Day of November, 20 22

B. A. Cox

Notary Public

In and For Denton 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 Lara Hall, 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.

Lara Hall
Signature of Applicant

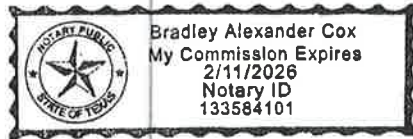
Landscape Architect License No. 3748

State of Licensure _____

Or ISA Certified Arborist No. _____

Or Certified Forester No. _____

Given Under My Hand and Seal of Office



This the 4th Day of November, 20 22
BA Cox

Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 11/04/2022 by
(initials) JRH

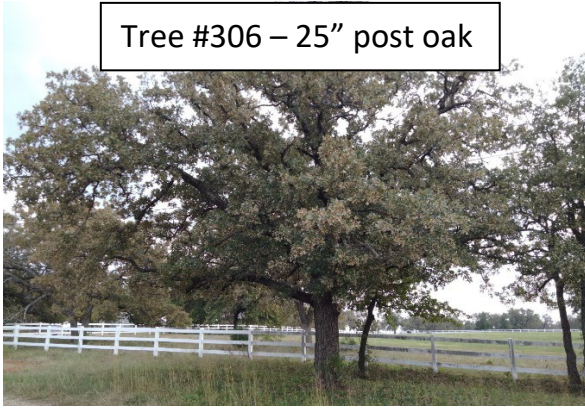
Application for Tree Removal Permit Page 3 of 3
(effective for Developments submitted 10/6/08 – present)

7. REQUIRED SUBMITTALS CHECKLIST

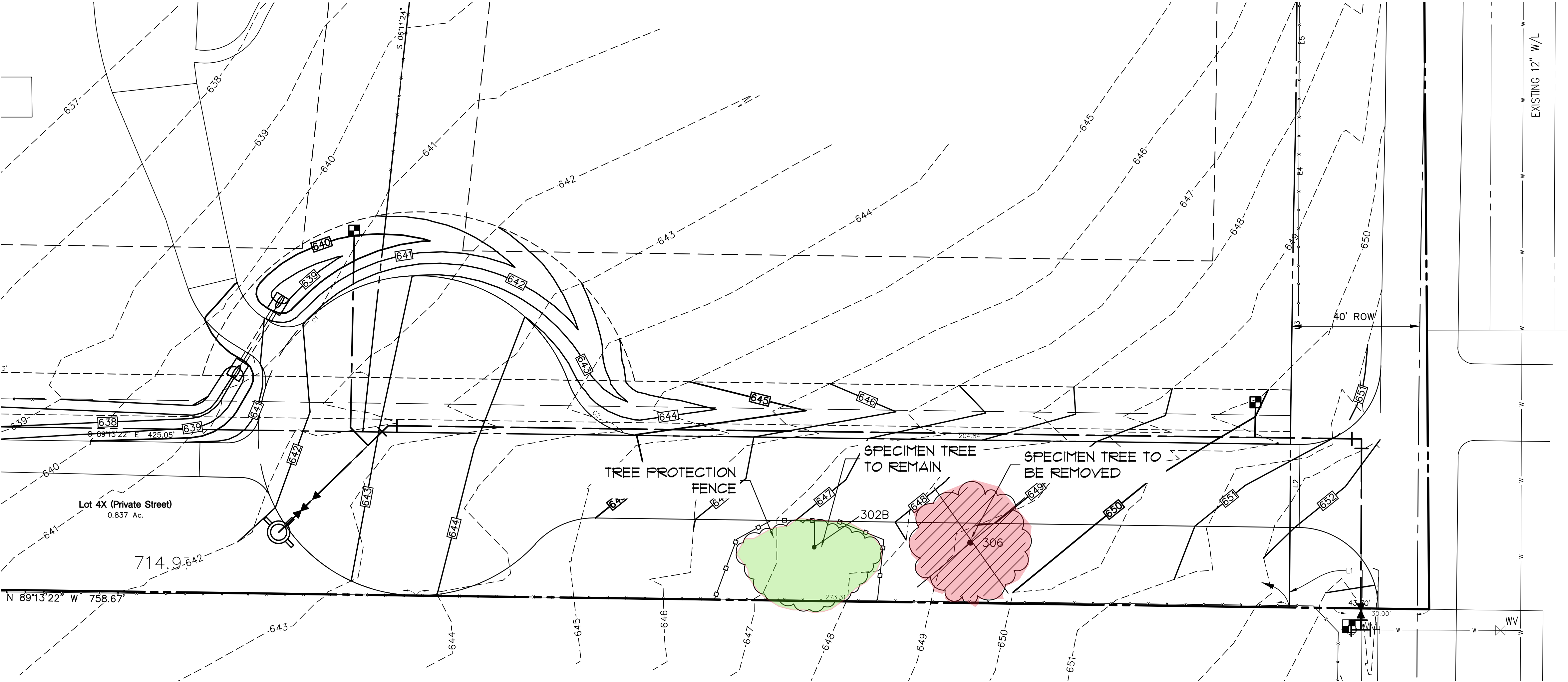
- a. A \$250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of \$1,000 per permit application.
- b. A \$200 fee is required for each Tree Removal Request sign that is made by the Town. The sign(s) must be placed on the property 15 days prior to the ECC hearing that the item is scheduled for on the agenda. Signs shall be placed perpendicular to the street and clearly visible. There shall be one sign for each 500ft of street frontage.
- c. One (1) electronic copy of this application signed and notarized.
- d. One (1) electronic copy of the site plan, development plan, or concept plan or landscape plan where applicable.
- e. One (1) electronic copy of the Tree Survey drawn to the largest practical scale and indicating the items as required by the Town's Tree Ordinance.
- f. One (1) electronic copy of photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).
- g. One (1) electronic copy of a photograph for each tree requiring a tree removal permit, which is proposed for removal.
- h. One (1) electronic copy of a written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree (LOI).

Roach Addition -
Specimen tree proposed for removal

Tree #306 – 25" post oak



File: M:\Projects\SPEC\SPEC 2021\2021310062 - Roach Property Plat\Site Production\Engineering\BEEETS\2021310062-15
Plotted: 11/30/2022, 4:38 PM, by: LHM, Somet: 11/30/2022, 2:10 PM, 19 inch



LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	SPECIMEN	REMARKS	REMOVED	HEALTH
1	302A	26	POST OAK	Quercus stellata	YES	MULTI-TRUNK	NO	GOOD
2	306	25	POST OAK	Quercus stellata	YES		YES	GOOD

TOTAL MITIGATION FOR THE (3) REMOVED SPECIMEN TREES IS 162 INCHES.

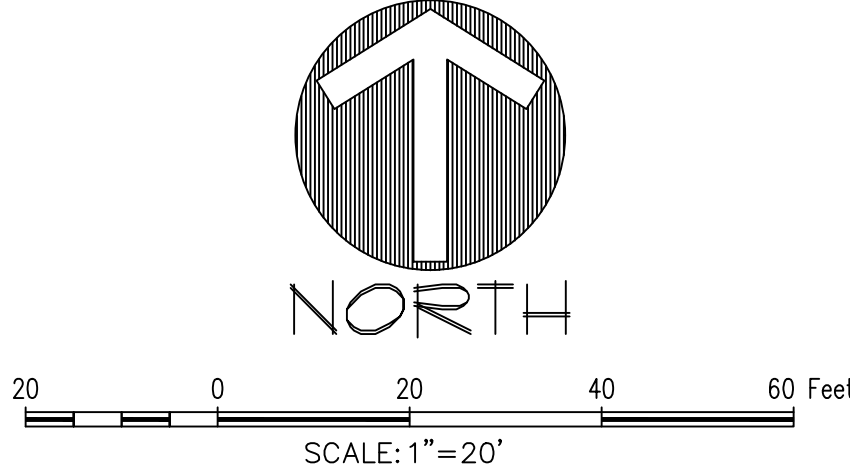
50 / 3 = 17 MITIGATION DEBITS

17 X \$600 = \$10200 IN MITIGATION FEES

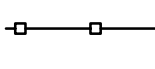
FINAL DEBITS/CREDITS TO BE CALCULATED WITH THE RECORD PLAT

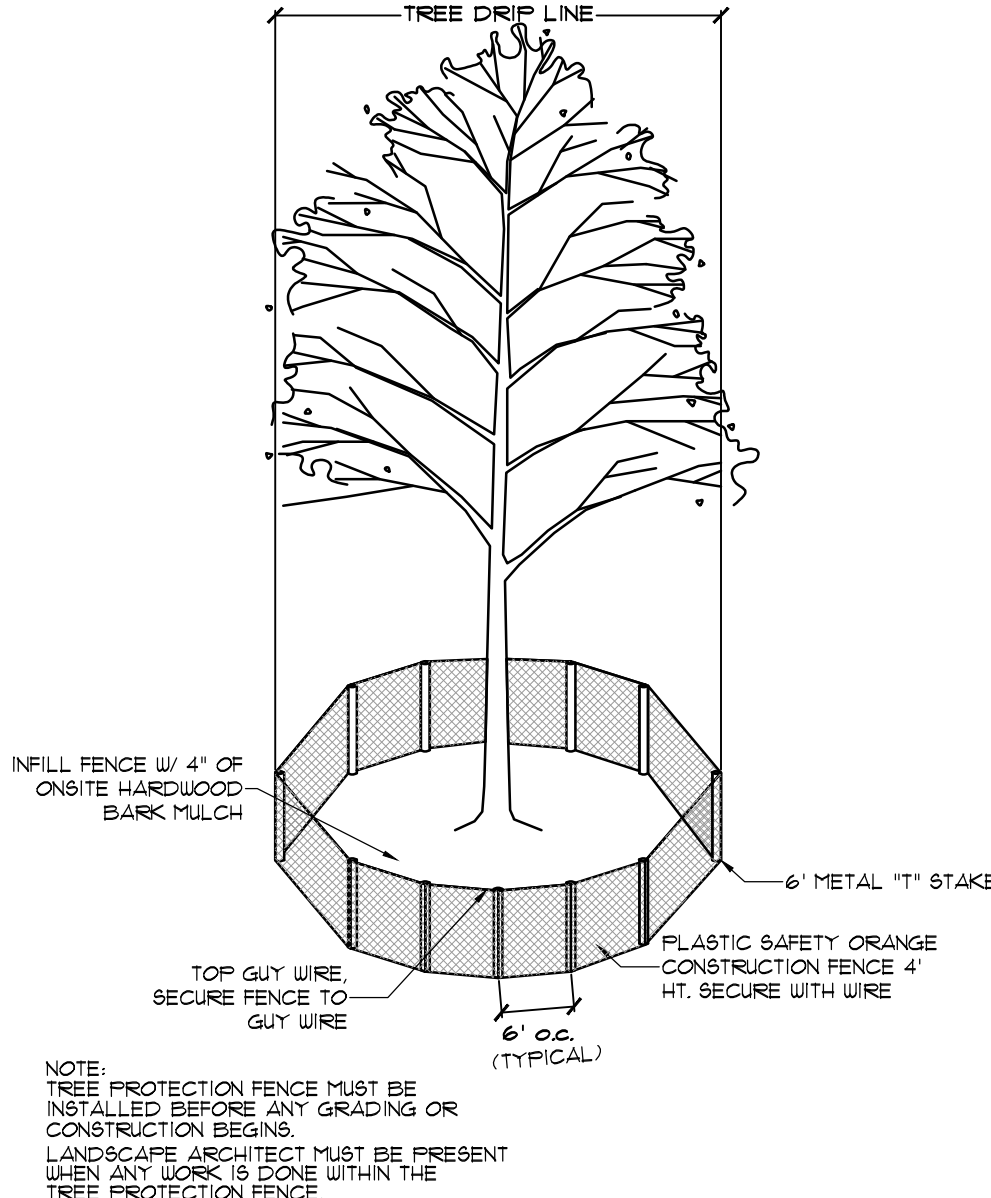
TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior ro construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written perission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "air dug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken, Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



LEGEND

-  SPECIMEN TREE TO BE REMOVED
-  TREE PROTECTION FENCE
-  SPECIMEN TREE TO BE PRESERVED



1. TREE PROTECTION FENCING
NTS

OWNER/DEVELOPER
JOE ROACH
4993 LUSK LANE
FLOWER MOUND, TX 75028
Ph. 469-951-9078

The John B. McAdams
Company, Inc.
(DBA, G&A McAdams)
111 Hildebrand Drive
Lewisville, Texas 75057
972.336.9712
201 Country View Drive
Round Rock, Texas 78662
TBP#: 18762 TBP#: 10194440
www.jbmcc.com



ROACH ADDITION
Lot 1-3, Block A
12.476 Acres
in the
T&P SURVEY, ABSTRACT NO. 1298
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
2826
DATED 11/30/2022

Drawn By: LH
Date: 11/30/22
Scale: 1"=20'
Revisions:

2021310062

L1.0



TOWN COUNCIL AGENDA K.4. REGULAR ITEM(S)

DATE: December 19, 2022

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0003 – Development Fees) by amending Section 78-201 entitled "Application," Section 90-221 entitled "Inspection Fee," and appendix A entitled "Fee Schedule," to update fees related to land development within the Town.**

BACKGROUND: Review of Town development-based fees began during the June 21, 2019, Town Council Strategic Planning Session (SPS). The Town created a [Development Services fee webpage](#) that provides the background and history of the Town's effort to update development-based fees. The webpage also contains fee schedules that contain the current fees and the proposed fees for the Town Council's review and consideration. The specific updates are included as Attachment 1.

Essentially, these updates accomplish the following:

1. Adjust fees to recover 100% of Town development review and permit costs associated with new construction.
2. Continue to subsidize Town development review and permit costs associated with existing commercial, residential customers, and small businesses.
3. Adjust any fees where the Town is currently recovering more than 100% of the costs.

Since this item proposes updating fees associated with the Town's Land Development Regulations, the changes were reviewed by the Town's [Planning & Zoning Commission](#) on December 12, 2022.

Staff is also processing updates to the Town's building permit fees, environmental health permit fees, and fire prevention fees that fall within subpart A of the Town's Code of Ordinances (all available on the webpage linked above). Those changes do not fall under the purview of the Planning and Zoning Commission, and only require consideration and approval by the Town Council. Those changes are companions to this item and on the same agenda for consideration.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its December 12, 2022, meeting.

ALTERNATIVES: This item concludes a third-party comprehensive review of the Town's development-based fees. The Council may approve the proposed ordinance, deny the ordinance, or approve with amendments.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Development Fees Redlines
2. Development Fees Draft Ordinance

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

Chapter 32. Engineering Design Criteria and Construction Standards.

Code Section Number	Description
32-3	<i>Flat rate inspection fee to work outside of normal working hours (charged in addition to the usual inspection fee(s) for the work inspected)</i>

	Inspection Type:	Fee:
1.	Weekdays outside of the hours of 7:00 a.m. to 4:00 p.m.	\$100.00
2.	Saturdays (and Sunday emergency work)	\$410.00

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Code Section Number	Description
32-4	<i>Development permit fees:</i>

1. A site development permit is required prior to mobilization, grading, utility and paving construction, and site landscape installation, and subject to the following fees:

	Permit Type:	Fee:
a)	Site Development Permit (DEV)	\$2,165.00
b)	Grading Permit	\$1,405.00
c)	Right-of-Way Permit (ROW)	\$260.00
d)	Small Cell Permit	\$260.00
e)	Batch Plant	\$235.00
f)	Geotechnical Permit	Included with DEV permit
g)	Development or construction re-inspection	\$85.00
h)	Landscape plan inspection	\$195.00
i)	Landscape plan re-inspection*	\$45.00
j)	Inspection of public infrastructure and Drainage**	3.15%
k)	Development contractor registration	\$35.00
*	A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which the inspection is requested is not in compliance with all local codes or when	

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	requested corrections are not made. In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.
**	Section 90-221 – Inspection Fee: Prior to the issuance of the development permit by the Town for the construction of a subdivision, the subdivider shall pay a design review and inspection fee equal to 3.15% of the estimated construction costs of the water and sewer utilities, drainage facilities, fire lanes and streets in each subdivision. If deemed necessary by staff, the subdivider shall provide certified copies of the executed construction contracts to the Town Manager for verification of the actual amount of the fee to be assessed against the subdivider prior to acceptance of the subdivision.

Chapter 78. Administration.	
<i>Code Section Number</i>	<i>Description</i>
78-1	<i>Application fees:</i>
78-84	<i>Appeals:</i>
78-124	<i>Outdoor lighting fees:</i>
78-263	<i>Vested rights petition:</i>
78-301	<i>Amendments to approved plans:</i>

1) Application Fees:

a. Plan review fees:

- (1) Master Plan amendments, Zoning amendments, Specific Use Permits, and site plans: A nonrefundable plan review deposit of \$500.00 is due at time of application submittal. The plan review deposit will be applied toward the cost of the application.
- (2) Plats, including development plans: A nonrefundable plan review deposit of \$250.00 is due at time of application submittal. The plan review deposit will be applied toward the cost of the application.
- (3) Multiple plan review fee: A \$140.00 additional plan review fee may be applied to any development application when thirty percent (30%) or more of the previously provided written comments are not addressed by the applicant, as determined by the Town Manager or their designee.
- (4) Development Agreement fee: A \$500.00 review fee is required for any application that requires a development agreement as determined by the Town Manager or their designee.

2) Outdoor lighting fees:

Deleted: <#>Appeals.¶
<#>Appeal of administrative decision (all): \$100.00¶

- a. Plan review fees: \$100.00
- 3) Vested rights petition: A \$1,500.00 review fee is required upon submittal of a petition for vested rights.
- 4) Amendments to approved plans:

	Amendment Type:	Fee:
1.	Plan Amendment Application Fee	\$250.00
2.	Plan Amendment Inspection Fee (Landscape Changes)	\$100.00
3.	Plan Amendment Reinspection Fee (Landscape)	\$50.00

Chapter 82. Development Standards.	
Code Section Number	Description
82-31	Site plan required:
<u>82-275</u>	<u>Outdoor Lighting Waiver</u>

- 1) Site plan fees:
 - a. All except multi-family: ~~\$2,115~~ + ~~\$210~~ per additional building + property owner notice fees (PON), if applicable, of \$2.50 per PON.*
 - b. Multi-family: ~~\$2,455~~ + ~~\$105~~ per additional building + property owner notice fees, if applicable, of \$2.50 per PON.*
- * There are property owner notification requirements for site plans with certain exceptions. Please contact Planning Services for further explanation.

2) Outdoor Lighting Waiver: Same as Zoning variance request

Chapter 86. Signs.	
Code Section Number	Description
86-1 et seq.	Sign permit fees are as follows

- 1) Initial permit fees. Initial permit fees shall be as follows:

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Deleted: unit

	Sign type or characteristic:	Fee:
a)	Ground Sign	\$330
b)	Wall or Window Sign	\$100
c)	Changeable Sign Face (additional fee)	\$45
d)	Off-premises Project or Development Sign	\$250
e)	On-premises Project or Development Sign	\$250
f)	Model Home Sign	\$230
g)	Real Estate Sign (greater than 6 square feet)	\$160
h)	Grand Opening or Coming Soon Sign	\$25
i)	Awning or Canopy Sign	\$250
j)	Neon Sign (wall transom)	\$110
k)	Now Hiring Sign	\$25
l)	Change of Business/Ownership	\$25
m)	Business/Office Park Ground Sign	\$230
n)	Building Identification Ground Sign	\$230
o)	Miscellaneous sign types not classified (monuments, statues, artwork, towers, architectural designs and etc.)	\$275
p)	Sign Renewal Permit	\$90
q)	Sign Repair Permit	\$135
r)	Special Event Sign*	
s)	Comprehensive sign package review	\$2,320
t)	Confiscated signs	\$50.00
*	There shall be no permit fee for special event of public announcement signs for bona fide charitable and other nonprofit organizations upon proof of tax-exempt status under federal or state law.	

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Chapter 90. Subdivisions.	
Code Section Number	Description
90-31 et seq.	Development plan fees:
90-91 et seq.	Platting fees:
90-446	Park development fee:

1) Platting fees:

a. Development plans:

	Development plan type:	Fee:
1)	Single Family Residential (0-20 acres)	\$1,160 + \$25/acre
2)	Single Family Residential (20-50 acres)	\$1,185 + \$20/acre over 20
3)	Single Family Residential (50+ acres)	\$1,655 + \$15/acre over 50
4)	Multi-Family and Non-Residential	\$1,680

Deleted: \$500 + \$10/lot

Deleted: \$500 + \$10/lot

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Deleted: \$500 + \$15/acre

b. Record plats:

	Record plat type:	Fee:
1)	Single Family Residential (0-20 acres)	\$960 + \$25/acre
2)	Single Family Residential (20-50 acres)	\$1,040 + \$20/acre over 20
3)	Single Family Residential (50+ acres)	\$1,585 + \$15/acre over 50
4)	Multi-Family and Non-Residential	\$1,535

Deleted: \$500 + \$15/lot

Deleted: \$500 + \$15/lot

Deleted: \$500 + \$15/lot

Deleted: \$500 + \$15/acre

c. Replats:

- (1) All types: ~~\$400~~ + property owner notice (PON) fees, if applicable, of \$2.50 per PON.*

*Residential replats are subject to property owner notification requirements. Please contact Planning Services for further explanation.

Deleted: 350.00 + \$20.00 per lot

d. Minor plats:

- (1) Single-family residential: ~~\$300~~

Deleted: 250 + \$10 per lot

- (2) Multi-family and non-residential: ~~\$350~~

Deleted: 300.00 + \$20 per acre

e. Amended plats:

- (1) Single-family residential: ~~\$300~~

Deleted: 250 + \$10 per lot

- (2) Multi-family and non-residential: ~~\$350~~

Deleted: 300.00 + \$20 per acre

f. Vacating plats:

- (1) All types: ~~\$1,960~~

Deleted: \$300

g. Park development fee: \$1,388.00 per unit

Chapter 94. Trees.	
Code Section Number	Description
94-23 & 94-24	Tree survey; development projects – Tree survey; residential lots
	Tree survey inspection fee: 1) 0 -10 specimen trees = \$100.00; 2) 11 – 50 specimen trees = \$200.00; 3) 51 – 100 specimen trees = \$300.00; 4) 101+ specimen trees = \$500.00
94-34	Tree removal permit:
	(1) Tree removal permit for protected trees is \$100.00 per tree not to exceed \$1,000.00 per permit application. (2) Tree removal permit fee for a specimen tree, majestic tree or historic tree is \$250.00 per tree, not to exceed \$1000.00
94-38	Per-caliper-inch cash value; replacement trees:
	\$200.00 per caliper inch

Chapter 98. Zoning.	
Code Section Number	Description
98-1 et seq.	Zoning fees:

1) Miscellaneous:

- a. Legal notifications: All notification fees are due no later than the Friday before the notice is to be mailed and sent to the newspaper. If the notification fees are not paid, the application will not be scheduled for the public hearing.

- (1) \$2.50 per property owner notice
- (2) \$40.00 per newspaper notice

2) Development Applications:

- a. Annexation petition (all acreages): Cost of legal notices
- b. Pre-application Development Review Committee (DRC) meetings: included with application.
- c. Master plan amendments:

	Master plan amendment type:	Fee:
1)	0 to 5 acres	\$1,390 + \$25/acre
2)	5+ acres to 20 acres	\$1,390 + \$25/acre
3)	20+ acres to 50 acres	\$1,835 + \$20/acre over 20
4)	50+ acres	\$2,530 + \$15/acre over 50
Note: All Master Plan Amendments are subject to the legal notification fees prescribed above.		

Deleted: \$750 + \$25/acre

Deleted: \$1,000 + \$25/acre

Deleted: \$1,250 + \$20/acre

Deleted: \$1,500 + \$15/acre

- d. Zoning Amendments:

	Zoning amendment type:	Fee:
1)	0 to 5 acres	\$500 + \$25/acre
2)	5+ acres to 20 acres	\$500 + \$25/acre
3)	20+ acres to 50 acres	\$670 + \$20/acre over 20
4)	50+ acres	\$860 + \$15/acre over 50
Note: All Zoning Amendments are subject to the legal notification fees prescribed above.		

Deleted: \$500 + \$25/acre

Deleted: \$750 + \$25/acre

Deleted: \$1,000 + \$20/acre

Deleted: \$1,250 + \$15/acre

- e. Zoning Planned Development (PD) – Single Family:

	PD type:	Fee:
1)	0 to 5 acres	\$2,935 + \$25/acre
2)	5+ acres to 20 acres	\$2,935 + \$25/acre
3)	20+ acres to 50 acres	\$3,525 + \$20/acre over 20
4)	50+ acres	\$4,965 + \$15/acre over 50
Note: All PDs are subject to the legal notification fees prescribed above.		

Deleted: \$700 + \$25/acre

Deleted: \$950 + \$25/acre

Deleted: \$1,200 + \$20/acre

Deleted: \$1,450 + \$15/acre

f. Zoning Planned Development (PD) – Cluster/Conservation:

	PD type:	Fee:
1)	0 to 5 acres	\$4,320 + \$25/acre
2)	5+ acres to 20 acres	\$4,320 + \$25/acre
3)	20+ acres to 50 acres	\$5,295 + \$20/acre over 20
4)	50+ acres	\$6,735 + \$15/acre over 50
Note: All PDs are subject to the legal notification fees prescribed above.		

Deleted: \$700 + \$25/acre

Deleted: \$950 + \$25/acre

Deleted: \$1,200 + \$20/acre

Deleted: \$1,450 + \$15/acre

g. Zoning Planned Development (PD) – Multi-family and non-residential:

	PD type:	Fee:
1)	0 to 5 acres	\$4,005 + \$25/acre
2)	5+ acres to 20 acres	\$4,005 + \$25/acre
3)	20+ acres to 50 acres	\$4,690 + \$20/acre over 20
4)	50+ acres	\$5,440 + \$15/acre over 50
Note: All PDs are subject to the legal notification fees prescribed above.		

Deleted: \$1,000 + \$25/acre

Deleted: \$1,250 + \$25/acre

Deleted: \$1,500 + \$20/acre

Deleted: \$1,750 + \$15/acre

h. Zoning – Minor amendment (includes minor PD amendments):

	PD type:	Fee:
1)	0 to 5 acres	\$1,000
2)	5+ acres to 20 acres	\$1,000
3)	20+ acres to 50 acres	\$1,000
4)	50+ acres	\$1,000
Note: All PDs are subject to the legal notification fees prescribed above.		

Deleted: \$1,000 + \$25/acre

Deleted: \$1,250 + \$25/acre

Deleted: \$1,500 + \$20/acre

Deleted: \$1,750 + \$15/acre

i. Specific Use Permit (SUP):

	SUP type:	Fee:
1)	0 to 5 acres	\$625
2)	5+ acres to 20 acres	\$2,635
3)	20+ acres to 50 acres	\$2,635
4)	50+ acres	\$2,635

Deleted: \$500 + \$25/acre

Deleted: \$750 + \$25/acre

Deleted: \$1,000 + \$20/acre

Deleted: \$1,250 + \$15/acre

Note: All SUPs are subject to the legal notification fees prescribed above.

j. Specific Use Permit Accessory Dwelling Unit or Existing Building:

	SUP type:	Fee:
1)	0 to 5 acres	\$625
2)	5+ acres to 20 acres	\$625
3)	20+ acres to 50 acres	\$625
4)	50+ acres	\$625
Note: All SUPs are subject to the legal notification fees prescribed above.		

Deleted: \$500 + \$25/acre

Deleted: \$750 + \$25/acre

Deleted: \$1,000 + \$20/acre

Deleted: \$1,250 + \$15/acre

3) SMARTGrowth Reviews: Analyses performed within the previous 12 months may be counted towards current fee.

a. SMARTGrowth application analysis: \$500.00

	SMARTGrowth application type:	Fee:
1)	0 to 20 acres	\$500
2)	20+ acres to 50 acres	\$500
3)	50+ acres	\$500

Deleted: \$500

Deleted: \$750

Deleted: \$1,000

b. Environmental Survey: Additional fees may be assessed if environmental protection plan required.

	Environmental Survey type:	Fee:
1)	0 to 5 acres	\$100.00
2)	5+ acres to 20 acres	\$200.00
3)	20+ acres to 50 acres	\$300.00
4)	50+ acres	\$500.00

c. Infrastructure analysis: Additional fees may be assessed, depending on scope of work.

- (1) Transportation analysis (TA): \$2,500.00
- (2) Water capacity analysis: \$550.00
- (3) Wastewater analysis: \$550.00

d. Zoning variance request: ~~\$665.00~~ + legal notices

Deleted: 250.00

e. Zoning verification letter: \$25.00 each

4) Copies:

a. Land Development Regulations:

- (1) Paper: Actual cost
- (2) Digital format on CD or thumb drive: Actual cost

b. Master Plan:

- (1) Paper: Actual cost
- (2) Digital format on CD or thumb drive: Actual cost

c. SMARTGrowth Manual:

- (1) Paper: Actual cost
- (2) Digital format on CD or thumb drive: Actual cost

d. Maps (land use, zoning, etc.): Actual cost

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 78 “ADMINISTRATION” OF THE CODE OF ORDINANCES, ARTICLE IV “AMENDMENTS,” SECTION 78-201 “APPLICATION,” TO REMOVE PARTIAL REFUND PROVISIONS FOR ZONING CHANGE OR AMENDMENT DISAPPROVAL; AMENDING CHAPTER 90, “SUBDIVISIONS” OF THE TOWN’S CODE OF ORDINANCES, ARTICLE V, “IMPROVEMENTS,” SECTION 90-221, “INSPECTION FEE,” TO REVISE THE FEE FOR THE INSPECTION OF PUBLIC INFRASTRUCTURE AND DRAINAGE, AMENDING APPENDIX A ENTITLED “FEE SCHEDULE,” OF THE CODE OF ORDINANCES TO REMOVE, AMEND, OR PROVIDE FOR VARIOUS FEES RELATED TO LAND DEVELOPMENT WITHIN THE TOWN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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 previously adopted Chapter 32, Engineering Design Criteria and Construction Standards, of Subpart A, General Ordinances, of the Town of Flower Mound Code of Ordinances, as amended, establishing engineering design criteria and construction standards in the Town land; and,

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Appendix A, of the Town of Flower Mound Code of Ordinances, as amended, establishing fees related to certain development applications and permits within the Town; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on December 12, 2022, and the Town Council of the Town of Flower Mound, Texas held a public hearing on December 19, 2022, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town’s Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Land Development Regulations Amendment; and,

WHEREAS, the Town Council finds that the amendments to Chapters 32 and 90 as set forth herein are in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council finds and determines that Appendix A, "Fee Schedule," should be amended as set out herein and that the amendments proposed are in the best interest of and are necessary to protect the health, safety, and general welfare of the citizens of the Town and the general public.

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

SECTION 1

Section 78-201, "Application" of Chapter 78 "Administration," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to delete subsection "d" in its entirety.

SECTION 2.

Section 90-221, "Inspection Fee" of Chapter 90, "Subdivisions," the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

"Sec. 90-221. - Inspection fee.

Prior to the issuance of the development permit by the town for the construction of a subdivision, the subdivider shall pay a design review and inspection fee as provided for in the fee schedule found in appendix a of this Code. The fee is based on the estimated construction costs of the water and sewer utilities, drainage facilities, fire lanes and streets in each subdivision. If deemed necessary by staff, the subdivider shall provide certified copies of the executed construction contracts to the town manager for verification of the actual amount of the fee to be assessed against the subdivider prior to acceptance of the subdivision."

SECTION 3

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 32, "Engineering Design Criteria and Construction Standards," to read as follows:

“Chapter 32. Engineering Design Criteria and Construction Standards.

<i>Code Section Number</i>	<i>Description</i>
32-3	<i>Flat rate inspection fee to work outside of normal working hours (charged in addition to the usual inspection fee(s) for the work inspected)</i>

	Inspection Type:	Fee:
1.	Weekdays outside of the hours of 7:00 a.m. to 4:00 p.m.	\$100.00
2.	Saturdays (and Sunday emergency work)	\$415.00

<i>Code Section Number</i>	<i>Description</i>
32-4	<i>Development permit fees:</i>

1. A site development permit is required prior to mobilization, grading, utility and paving construction, and site landscape installation, and subject to the following fees:

	Permit Type:	Fee:
a)	Site Development Permit (DEV)	\$1,950.00
b)	Grading Permit	\$1,265.00
c)	Right-of-Way Permit (ROW)	\$235.00
d)	Small Cell Permit	\$235.00
e)	Batch Plant	\$235.00
f)	Geotechnical Permit	Included with DEV permit
g)	Development or construction re-inspection	\$85.00
h)	Landscape plan inspection	\$195.00
i)	Landscape plan re-inspection*	\$45.00
j)	Inspection of public infrastructure and Drainage**	3.15%
k)	Development contractor registration	\$35.00
*	A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which the inspection is requested is not in compliance with all local codes or when requested corrections are not made. In instances where reinspection fees have been	

	assessed, no additional inspection of the work will be performed until the required fees have been paid.
**	Section 90-221 – Inspection Fee: Prior to the issuance of the development permit by the Town for the construction of a subdivision, the subdivider shall pay a design review and inspection fee equal to 3.15% of the estimated construction costs of the water and sewer utilities, drainage facilities, fire lanes and streets in each subdivision. If deemed necessary by staff, the subdivider shall provide certified copies of the executed construction contracts to the Town Manager for verification of the actual amount of the fee to be assessed against the subdivider prior to acceptance of the subdivision.

”

SECTION 4

Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by replacing Chapter 78, “Administration,” in its entirety to read as follows:

“

Chapter 78. Administration.	
<i>Code Section Number</i>	<i>Description</i>
<i>78-1</i>	<i>Application fees:</i>
<i>78-84</i>	<i>Appeals:</i>
<i>78-124</i>	<i>Outdoor lighting fees:</i>
<i>78-263</i>	<i>Vested rights petition:</i>
<i>78-301</i>	<i>Amendments to approved plans:</i>

1) Application Fees:

a. Plan review fees:

- (1) Master Plan amendments, Zoning amendments, Specific Use Permits, and site plans: A nonrefundable plan review deposit of \$500.00 is due at time of application submittal. The plan review deposit will be applied toward the cost of the application.
- (2) Plats, including development plans: A nonrefundable plan review deposit of \$250.00 is due at time of application submittal. The plan review deposit will be applied toward the cost of the application.
- (3) Multiple plan review fee: A \$140.00 additional plan review fee may be applied to any development application when thirty percent (30%) or more of the previously provided written

comments are not addressed by the applicant, as determined by the Town Manager or their designee.

- (4) Development Agreement fee: A \$500.00 review fee is required for any application that requires a development agreement as determined by the Town Manager or their designee.

2) Appeals:

- a. Appeal of administrative decision (all): \$100.00

3) Outdoor lighting fees:

- a. Plan review fees: \$100.00

- 4) Vested rights petition: A \$1,500.00 review fee is required upon submittal of a petition for vested rights.

5) Amendments to approved plans:

	Amendment Type:	Fee:
1.	Plan Amendment Application Fee	\$250.00
2.	Plan Amendment Inspection Fee (Landscape Changes)	\$100.00
3.	Plan Amendment Reinspection Fee (Landscape)	\$50.00

”

SECTION 5

Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by adding Chapter 82, “Development Standards,” Section 82-31, “Site plan required,” to read as follows:

“

Chapter 82. Development Standards.	
<i>Code Section Number</i>	<i>Description</i>
82-31	<i>Site plan required:</i>
82-275	<i>Outdoor Lighting Waiver</i>

1) Site plan fees:

- a. All except multi-family: \$2,115 + \$210 per additional building + property owner notice fees (PON), if applicable, of \$2.50 per PON.*
- b. Multi-family: \$2,455 + \$105 per additional building + property owner notice fees, if applicable, of \$2.50 per PON.*

* There are property owner notification requirements for site plans with certain exceptions. Please contact Planning Services for further explanation.

2) Outdoor Lighting Waiver: Same as Zoning variance request”

SECTION 6

Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by replacing Chapter 86, “Signs,” in its entirety to read as follows:

“

Chapter 86. Signs.	
<i>Code Section Number</i>	<i>Description</i>
<i>86-1 et seq.</i>	<i>Sign permit fees are as follows</i>

1). Initial permit fees. Initial permit fees shall be as follows:

	Sign type or characteristic:	Fee:
a)	Ground Sign	\$330
b)	Wall or Window Sign	\$100
c)	Changeable Sign Face (additional fee)	\$45
d)	Off-premises Project or Development Sign	\$250
e)	On-premises Project or Development Sign	\$250
f)	Model Home Sign	\$230
g)	Real Estate Sign (greater than 6 square feet)	\$160
h)	Grand Opening or Coming Soon Sign	\$25
i)	Awning or Canopy Sign	\$250
j)	Neon Sign (wall transom)	\$110
k)	Now Hiring Sign	\$25
l)	Change of Business/Ownership	\$25
m)	Business/Office Park Ground Sign	\$230
n)	Building Identification Ground Sign	\$230
o)	Miscellaneous sign types not classified (monuments,	\$275

	statues, artwork, towers, architectural designs and etc.)	
p)	Sign Renewal Permit	\$90
q)	Sign Repair Permit	\$135
r)	Special Event Sign*	
s)	Comprehensive sign package review	\$2,320
t)	Confiscated signs	\$50.00
*	There shall be no permit fee for special event of public announcement signs for bona fide charitable and other nonprofit organizations upon proof of tax-exempt status under federal or state law.	

”

SECTION 7

Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by replacing Chapter 90, “Subdivisions,” in its entirety to read as follows:

“

Chapter 90. Subdivisions.	
<i>Code Section Number</i>	<i>Description</i>
<i>90-31 et seq.</i>	<i>Development plan fees:</i>
<i>90-91 et seq.</i>	<i>Platting fees:</i>
<i>90-446</i>	<i>Park development fee:</i>

1) Platting fees:

a. Development plans:

	Development plan type:	Fee:
1)	Single Family Residential (0-20 acres)	\$1,160 + \$25/acre
2)	Single Family Residential (20-50 acres)	\$1,185 + \$20/acre over 20
3)	Single Family Residential (50+ acres)	\$1,655 + \$15/acre over 50
4)	Multi-Family and Non-Residential	\$1,680

b. Record plats:

	Record plat type:	Fee:
--	-------------------	------

1)	Single Family Residential (0-20 acres)	\$960 + \$25/acre
2)	Single Family Residential (20-50 acres)	\$1,040 + \$20/acre over 20
3)	Single Family Residential (50+ acres)	\$1,585 + \$15/acre over 50
4)	Multi-Family and Non-Residential	\$1,535

c. Replats:

- (1) All types: \$400.00 + property owner notice (PON) fees, if applicable, of \$2.50 per PON.*

*Residential replats are subject to property owner notification requirements. Please contact Planning Services for further explanation.

d. Minor plats:

- (1) Single-family residential: \$300.00
(2) Multi-family and non-residential: \$350.00

e. Amended plats:

- (1) Single-family residential: \$300.00
(2) Multi-family and non-residential: \$350.00

f. Vacating plats:

- (1) All types: \$1,960.00

g. Park development fee: \$1,388.00 per unit"

SECTION 8

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by replacing Chapter 94, "Vegetation," in its entirety to read as follows:

"

Chapter 94. Trees.	
Code Section Number	Description
94-23 & 94-24	Tree survey; development projects – Tree survey; residential lots
	Tree survey inspection fee: 1) 0 -10 specimen trees = \$100.00; 2) 11 – 50 specimen trees = \$200.00;

	3) 51 – 100 specimen trees = \$300.00; 4) 101+ specimen trees = \$500.00
94-34	Tree removal permit:
	(1) Tree removal permit for protected trees is \$100.00 per tree not to exceed \$1,000.00 per permit application.
	(2) Tree removal permit fee for a specimen tree, majestic tree or historic tree is \$250.00 per tree, not to exceed \$1000.00
94-38	Per-caliper-inch cash value; replacement trees:
	\$200.00 per caliper inch

SECTION 9

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by replacing Chapter 98, "Zoning," in its entirety to read as follows:

"

Chapter 98. Zoning.	
<i>Code Section Number</i>	<i>Description</i>
<i>98-1 et seq.</i>	<i>Zoning fees:</i>

1) Miscellaneous:

- a. Legal notifications: All notification fees are due no later than the Friday before the notice is to be mailed and sent to the newspaper. If the notification fees are not paid, the application will not be scheduled for the public hearing.

- (1) \$2.50 per property owner notice
- (2) \$40.00 per newspaper notice

2) Development Applications:

- a. Annexation petition (all acreages): Cost of legal notices

- b. Pre-application Development Review Committee (DRC) meetings: included with application.
- c. Master plan amendments:

	Master plan amendment type:	Fee:
1)	0 to 5 acres	\$1,390 + \$25/acre
2)	5+ acres to 20 acres	\$1,390 + \$25/acre
3)	20+ acres to 50 acres	\$1,835 + \$20/acre over 20
4)	50+ acres	\$2,530 + \$15/acre over 50
Note: All Master Plan Amendments are subject to the legal notification fees prescribed above.		

- d. Zoning Amendments:

	Zoning amendment type:	Fee:
1)	0 to 5 acres	\$500 + \$25/acre
2)	5+ acres to 20 acres	\$500 + \$25/acre
3)	20+ acres to 50 acres	\$670 + \$20/acre over 20
4)	50+ acres	\$860 + \$15/acre over 50
Note: All Zoning Amendments are subject to the legal notification fees prescribed above.		

- e. Zoning Planned Development (PD) – Single Family:

	PD type:	Fee:
1)	0 to 5 acres	\$2,935 + \$25/acre
2)	5+ acres to 20 acres	\$2,935 + \$25/acre
3)	20+ acres to 50 acres	\$3,525 + \$20/acre over 20
4)	50+ acres	\$4,965 + \$15/acre over 50
Note: All PDs are subject to the legal notification fees prescribed above.		

- f. Zoning Planned Development (PD) – Cluster/Conservation:

	PD type:	Fee:
1)	0 to 5 acres	\$4,320 + \$25/acre
2)	5+ acres to 20 acres	\$4,320 + \$25/acre
3)	20+ acres to 50 acres	\$5,295 + \$20/acre over 20
4)	50+ acres	\$6,735 + \$15/acre over 50
Note: All PDs are subject to the legal notification fees prescribed above.		

g. Zoning Planned Development (PD) – Multi-family and non-residential:

	PD type:	Fee:
1)	0 to 5 acres	\$4,005 + \$25/acre
2)	5+ acres to 20 acres	\$4,005 + \$25/acre
3)	20+ acres to 50 acres	\$4,690 + \$20/acre over 20
4)	50+ acres	\$5,440 + \$15/acre over 50
Note: All PDs are subject to the legal notification fees prescribed above.		

h. Zoning – Minor amendment (includes minor PD amendments):

- (1) All types: \$1,000.00 plus legal notification fees prescribed above.

i. Specific Use Permit (SUP):

- (1) 0 to 5 acres: \$625.00 plus legal notification fees prescribed above.
- (2) 5+ acres: \$2,635.00 plus legal notification fees prescribed above.

j. Specific Use Permit Accessory Dwelling Unit or Existing Building:

- (1) All types: \$625.00 plus legal notification fees prescribed above.

3) SMARTGrowth Reviews: Analyses performed within the previous 12 months may be counted towards current fee.

- a. SMARTGrowth application analysis: \$500.00
- b. Environmental Survey: Additional fees may be assessed if environmental protection plan required.

	Environmental Survey type:	Fee:
1)	0 to 5 acres	\$100.00
2)	5+ acres to 20 acres	\$200.00
3)	20+ acres to 50 acres	\$300.00
4)	50+ acres	\$500.00

c. Infrastructure analysis: Additional fees may be assessed, depending on scope of work.

- (1) Transportation analysis (TA): \$2,500.00
- (2) Water capacity analysis: \$550.00
- (3) Wastewater analysis: \$550.00

d. Zoning variance request: \$665.00 + legal notices

e. Zoning verification letter: \$25.00 each

4) Copies:

a. Land Development Regulations:

- (1) Paper: Actual cost
- (2) Digital format on CD or thumb drive: Actual cost

b. Master Plan:

- (1) Paper: Actual cost
- (2) Digital format on CD or thumb drive: Actual cost

c. SMARTGrowth Manual:

- (1) Paper: Actual cost
- (2) Digital format on CD or thumb drive: Actual cost

d. Maps (land use, zoning, etc.): Actual cost"

SECTION 10

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

SECTION 11

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 12

This Ordinance shall take effect and be in full force from and after February 6th, 2023.

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

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA K.5. REGULAR ITEM(S)

DATE: December 19, 2022

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Consider approval of an ordinance amending Appendix A “Fee Schedule,” to revise 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.

BACKGROUND: Review of Town development-based fees began during the June 21, 2019, Town Council Strategic Planning Session (SPS). The Town created a [Development Services fee webpage](#) that provides the background and history on the Town’s effort to update development-based fees. The webpage also contains fee schedules that contain the current fees and the proposed fees for public review. The specific updates related to this item are provided under Attachment 1.

Essentially, these updates accomplish the following:

1. Adjust fees to recover 100% of Town development review and permit costs associated with new construction.
2. Continue to subsidize Town development review and permit costs associated with existing commercial, residential customers, and small businesses.
3. Adjust any fees where the Town is currently recovering more than 100% of the costs.

BOARD REVIEW/CITIZEN FEEDBACK: Amendments to Subpart A of the Town's Code of Ordinances fall completely under the purview of the Town Council. No Board or Commission review is required for this item.

ALTERNATIVES: This item concludes a third-party comprehensive review of the Town's development-based fees. The Council may approve the proposed ordinance, deny the ordinance, or approve with amendments.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Building Fees Redline Updates
2. Building Fees Draft Ordinance

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

Chapter 14. Buildings and Building Regulations.	
<i>Code Section Number</i>	<i>Description</i>
14-1	Building, plumbing, mechanical and electrical permit fees:

- 1) When a building, plumbing, mechanical or electrical permit is required by the building, plumbing, mechanical or electrical code adopted by the Town of Flower Mound, the following fees shall be assessed. Inspection fees are included with the permit fee unless otherwise indicated in sub-section "f" below.

a) *New single-family fees (including duplexes):*

	Square footage:	Permit fee:
1.	2,000 or less	\$1,380 <u>\$1,275</u>
2.	2,001 to 2,500	\$1,520 <u>\$1,508</u>
3.	2,501 to 3,000	\$1,660 <u>\$1,660</u>
4.	3,001 to 4,000	\$1,795 <u>\$1,798</u>
5.	4,001 to 5,000	\$2,025 <u>\$2,028</u>
6.	5,001 to 7,500	\$2,845 <u>\$2,828</u>
7.	7,501 to 10,000	\$3,405 <u>\$3,405</u>
8.	10,001 sq. ft. or more	\$3,865 <u>\$3,868</u>
Note: A nonrefundable plan review fee of \$250.00 <u>\$300.00</u> is due at time of plan submittal.		

b) *New multifamily fees (3 attached units or more):*

- 1) \$500.00 per unit
- 2) A nonrefundable plan review fee equal to 65 percent (65%) of the building permit fee is due at time of plan submittal.

c) *New commercial fees:*

- 1) Building permit fees for new construction:
 - a. 1,000 sq. ft. or less: ~~\$450.00~~\$600.00
 - b. 1,001 sq. ft. or more: ~~\$500.00+\$0.10/sq. ft.~~\$330.00+\$0.12/sq. ft.
 - c. Fees for tenant finish out and shell buildings will be 75 percent (75%) of the above fees.
 - d. A nonrefundable plan review fee equal to 65 percent (65%) of the building permit fee is due at time of plan submittal.
- 2) Plumbing, mechanical and electrical fees for new construction (each):
 - a. 1,000 sq. ft. or less: ~~\$200.00~~\$260.00
 - b. 1,001 sq. ft. or more: ~~\$140.00 + \$0.06/sq. ft.~~\$210.00 + \$0.05/sq. ft.

- c. Fees for tenant finish out and shell buildings will be 75 percent (75%) of the above fees.
- d) Fees for additions, alterations, repairs, demolition, screening walls, retaining walls and accessory buildings. The following fees shall be charged for small construction jobs involving additions, alterations and repairs. Projects that involve substantial work shall be charged as new construction at the discretion of the building official.

	Construction type:	Permit Fee:
1.	Accessory building	\$100.00
2.	Demolition	\$150.00 <u>185.00</u>
3.	Electrical	\$60.00
4.	Foundation repair	\$100.00
5.	HVAC replacement	\$150.00
6.	Mechanical	\$150.00
7.	Miscellaneous	\$175.00 <u>485.00</u>
8.	Patio cover	\$200.00
9.	Plumbing	\$75.00
10.	Racking Permit	\$550.00 <u>250.00</u>
11.	Reroof Permit	\$175.00
12.	Residential remodel (no additional square footage)	\$200.00
13.	Residential remodel (additional square footage)	1 - 500 sq. ft. - \$450.00 501 - 1000 sq. ft. - \$600.00 1001 - 1500 sq. ft. - \$850.00 1501 - 2000 sq. ft. - \$1,000.00 Square footage in excess of 2000, refer to (a), new single-family fees.
14.	Retaining wall, screening wall, or global fence permit	\$150.00 <u>775.00</u>
15.	Umbrella permit	Each portion of the project will be assessed individually using the fees listed in appendix A.
16.	Water heater	\$60.00
17.	Window/door replacement	\$35.00 + \$2.00 per window/door to be replaced.

- e) *Miscellaneous fees.* Any activity listed below shall be charged the following fee associated with the activity:

	Building activity type:	Permit Fee:
1.	Certificate of occupancy (only charged when no permit issued for new	\$100.00

	construction)	
2.	Temporary certificate of occupancy (charged for all temporary certificates of occupancy)	\$100.00 <u>265.00</u>
3.	Early start for model homes	\$250.00 <u>425.00</u> each model
4.	Fence permit	\$60.00
5.	In-ground swimming pool	\$350.00
6.	Spa or above-ground pool	\$200.00
7.	Irrigation (Lawn sprinkler system)	\$60.00 <u>280.00</u>
8.	Mobile home	\$100.00 <u>185.00</u>
9.	Sales trailer	\$100.00 <u>560.00</u>
10.	Construction trailer	\$100.00 <u>560.00</u>
11.	Drive approach, per approach	\$50.00
12.	Sidewalk, per lot	\$50.00
13.	Structure moving permit (Any structure moved through or into the town that exceeds 250 square feet)	\$100.00 <u>830.00</u>
14.	All pools/SPA or Umbrella Permit (UMB) plan review fee	\$100.00*
15.	Residential remodel or alteration plan review fee	\$100.00*
16.	Additional plan review	\$40.00 <u>90.00</u> per hour—Minimum one hour
* will be credited toward permit fee if issued		

f) *Inspection fees:* Fees for the associated inspection activities are as follows:

	Type of inspection:	Fee:
1.	Re-inspection	\$100.00 <u>90.00</u>
2.	Tree re-inspection	\$50.00
3.	After hours inspection, per hour (minimum 2 hours)	\$60.00 <u>90.00</u>
4.	Special Inspection	\$60.00 <u>90.00</u>
5.	High-hazard inspection, annual	\$50.00 <u>35.00</u>
6.	<u>High rise construction:</u>	
	a) <u>Plan Review</u>	<u>Equal to the New Commercial Construction Plan Review Fee.</u>
	b) <u>Inspection</u>	<u>Equal to the Fee charged by the Town's contracted 3rd Party inspection services provider.</u>

- g) *Drainage Inspection Fees.* Fees for drainage inspection are in addition to their corresponding building permit fees and shall be assessed as follows:

	Type of work:	Drainage inspection fee:
1.	New single-family residence (incl. duplexes)	\$250.00 <u>290.00</u>
2.	New multi-family fees (three attached units or more)	\$480 + \$15/per unit <u>\$250 + \$12.50/per unit</u>
3.	New commercial buildings	\$480 + \$.0620/sq ft <u>\$250 + \$0.0625/sq.ft.</u>
4.	Additions, alterations, foundations, and repairs requiring site grading	\$250.00 <u>190.00</u>
5.	Swimming pools	\$250.00

Chapter 18. Businesses.

Code Section Number	Description
18-31	Contractor registration and license fees:

- a) General, plumbing, mechanical, electrical and irrigation contractors shall not be eligible to receive a permit within the town until they have registered with the town as a contractor and paid the following fee. Fees shall be paid annually, and registration will be valid from January 1 through December 31. There shall be no pro-ration of fees for registrations occurring after January 1. Registrations received and fees paid between December 1 and December 31 of any calendar year shall be valid from that date until December 31 of the following calendar year.

	Registration and License Fees	Fee
1.	General Contractor	\$125 <u>35</u>
2.	Plumbing Contractor	Exempt
3.	Irrigation Contractor	\$125 <u>35</u>
4.	Backflow Tester	\$125 <u>35</u>
5.	Mechanical Contractor	Exempt
6.	Electrical Contractor	Exempt
7.	General Contractor for On-site Sewage Facilities	\$125 <u>35</u>

Code Section Number	Description
18-123	Food establishment fees:

- a) Food establishment permit fees. Each separate food establishment operating within the corporate limits of the Town of Flower Mound, shall pay the following fees:

	Food Establishment Permit	Fee
1.	Food Establishment (Annually)	\$300.00 <u>350.00</u>
2.	Temporary food establishment (per booth/per event)	\$40.00 <u>50.00</u>
3.	Mobile food establishment (annually)	\$300.00 <u>100.00</u>
4.	Mobile ice cream truck (annually)	\$150.00 <u>100.00</u>
5.	Snow cone-type, and seasonal refreshment stands (six months)	\$50 + refundable \$350 deposit. (Refunded upon removal of refreshment stand)
6.	Farmers' market permit (annually):	
	a. 1 to 30 vendors	a. \$200.00 <u>300.00</u>
	b. 31 to 60 vendors	b. \$300.00 <u>400.00</u>
	c. 60+ vendors	c. \$400.00 <u>500.00</u>

- b) Plan review fees. A fee as prescribed below shall be paid to obtain a permit to construct a permitted food establishment. These fees shall be based on the square footage of the proposed facility.

	Food Establishment Square Footage	Fee
1.	0 to 150 sq.ft.	\$65.00
2.	151 to 1,000 sq.ft.	\$150.00
3.	1,001 to 4,000 sq.ft.	\$200.00
4.	4,001 to 8,000 sq.ft.	\$250.00
5.	8,001 to 20,000 sq.ft.	\$350.00
6.	20,001 sq.ft. or more	\$500.00

- c) Re-inspection fees.

	Re-inspection Type	Fee
1.	Follow up re-inspection	\$50.00 <u>65.00</u>
2.	Full inspection	50 percent of food establishment annual permit fee <u>200.00</u>

- d) Food protection manager's registration.
1. Initial/renewal/new employee is \$25.00 per registration (every five years upon expiration of town registration or upon expiration of state-issued food protection manager's certification)

*No fee shall be charged to any food establishment owned and operated by a governmental agency, independent school district, institution of purely public

charity, church, and/or other nonprofit organizations; however, such establishments may be operated only after a permit is issued by the regulatory authority and all other requirements of these rules and applicable law are met. Proper documentation of tax-exempt status under federal or state law must be provided to the regulatory authority at the time of application in order to be exempt from the permit fee.

<i>Code Section Number</i>	<i>Description</i>
34-356(a)	Public swimming pool and spa permit fee:

- a) Each separate public swimming pool and spa operating within the corporate limits of the town shall pay the following fees, except that splasher and/or wading pools operating in conjunction with a Class C or Class D pool and located at the same address or physical location shall not be charged a separate annual permit fee:

	Permit Type	Fee
1.	Swimming Pool (annually)	\$250.00 200.00
2.	SPA (annually)	\$250.00 100.00

- b) No fee shall be charged to any public swimming pool or spa owned and operated by a governmental agency, independent school district and/or other nonprofit organizations. Proper documentation of tax-exempt status under federal or state law must be provided to the regulatory authority at the time of application in order to be exempt from the permit fee.

<i>Code Section Number</i>	<i>Description</i>
34-357(c)	Certified pool operator's registration:

- a) The following registration fees apply to Certified pool operators:

	Registration Type (per operator)	Fee
1.	Initial	\$25.00
2.	Renewal	\$25.00
3.	New Employee	\$25.00

- b) No registration fee shall be charged to any public swimming pool or spa owned and operated by a governmental agency, independent school district and/or other nonprofit organizations. Proper documentation of tax-exempt status under federal or state law must be provided to the regulatory authority at the time of application in order to be exempt from the registration fee.

<i>Code Section Number</i>	<i>Description</i>
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34-358(d)	Plan review fees:
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- a. A fee of \$200.00 shall be paid to obtain a permit to construct a permitted public swimming pool or spa.

<i>Code Section Number</i>	<i>Description</i>
34-364(c)	Re-inspection fee:

	Fee Type	Fee
1.	Re-inspection	\$50.00

<i>Code Section Number</i>	<i>Description</i>
34-393	On-site sewage facility fees:

- a. Upon approval of the application and planning materials to construct, alter, extend, or repair an on-site sewage facility which requires an on-going maintenance contract as provided in the adopted Administrative Rules 30 TAC 285.1-285.91, a fee of ~~\$310.00~~275.00 shall be assessed and collected prior to the issuance of the permit.
- b. Upon approval of the application and planning materials to construct, alter, extend, or repair an on-site sewage facility which does not require a maintenance contract as provided in the adopted Administrative Rules 30 TAC 285.1-285.91, a fee of ~~\$210.00~~175.00 shall be assessed and collected prior to the issuance of the permit.
- c. Upon approval of the application and planning materials to repair an on-site sewage facility, as defined in 20 TAC 285.2(60), a fee of ~~\$50.00~~65.00 shall be assessed and collected prior to the issuance of the permit. This repair permit fee shall also include relocating spray heads associated with surface application systems.
- d. A fee of ~~\$50.00~~65.00 shall be assessed and collected prior to the re-inspection of an on-site sewage facility.
- e. If an on-site sewage facility is installed, repaired, replaced, altered, or relocated without a permit for such work, the applicable permit fee defined herein shall be doubled.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES, TO REVISE FEES RELATED TO THE REVIEW AND ISSUANCE OF PERMITS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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 has previously adopted regulations for the issuance of building permits within the Town and has provided for the collection of fees in connection therewith; and

WHEREAS, the Town Council now desires to update and amend the Appendix A, "Fee Schedule," to revise fees related to the issuance of certain building permits; and

WHEREAS, the Town Council finds and determines that the fees corresponding to Chapter 14, "Buildings, and Building Regulations," Chapter 18 "Businesses," and Chapter 34, "Environment," of Appendix A, "Fee Schedule," should be amended as set out herein and that the amendments proposed are in the best interest of and are necessary to protect the health, safety, and general welfare of the citizens of the Town and the general public.

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

SECTION 1

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 14, "Buildings and Building Regulations," Section 14-1, "Building, plumbing, mechanical and electrical permit fees," to read as follows:

"

Chapter 14. Buildings and Building Regulations.	
<i>Code Section Number</i>	<i>Description</i>
14-1	Building, plumbing, mechanical and electrical permit fees:

- 1) When a building, plumbing, mechanical or electrical permit is required by the building, plumbing, mechanical or electrical code adopted by the Town of Flower Mound, the following fees shall be assessed. Inspection fees are

included with the permit fee unless otherwise indicated in sub-section "f" below.

a) *New single-family fees (including duplexes):*

	Square footage:	Permit fee:
1.	2,000 or less	\$1,380
2.	2,001 to 2,500	\$1,520
3.	2,501 to 3,000	\$1,660
4.	3,001 to 4,000	\$1,795
5.	4,001 to 5,000	\$2,025
6.	5,001 to 7,500	\$2,845
7.	7,501 to 10,000	\$3,405
8.	10,001 sq. ft. or more	\$3,865
Note: A nonrefundable plan review fee of \$300.00 is due at time of plan submittal.		

b) *New multifamily fees (3 attached units or more):*

- 1) \$500.00 per unit
- 2) A nonrefundable plan review fee equal to 65 percent (65%) of the building permit fee is due at time of plan submittal.

c) *New commercial fees:*

- 1) Building permit fees for new construction:
 - a. 1,000 sq. ft. or less: \$600.00
 - b. 1,001 sq. ft. or more: \$500.00+\$0.10/sq. ft.
 - c. Fees for tenant finish out and shell buildings will be 75 percent (75%) of the above fees.
 - d. A nonrefundable plan review fee equal to 65 percent (65%) of the building permit fee is due at time of plan submittal.
 - 2) Plumbing, mechanical and electrical fees for new construction (each):
 - a. 1,000 sq. ft. or less: \$260.00
 - b. 1,001 sq. ft. or more: \$210.00 + \$0.05/sq. ft.
 - c. Fees for tenant finish out and shell buildings will be 75 percent (75%) of the above fees.
- d) Fees for additions, alterations, repairs, demolition, screening walls, retaining walls and accessory buildings. The following fees shall be charged for small construction jobs involving additions, alterations and repairs. Projects that involve substantial work shall be charged as new construction at the discretion of the building official.

	Construction type:	Permit Fee:
1.	Accessory building	\$100.00
2.	Demolition	\$185.00
3.	Electrical	\$60.00
4.	Foundation repair	\$100.00
5.	HVAC replacement	\$150.00
6.	Mechanical	\$280.00
7.	Miscellaneous	\$485.00
8.	Patio cover	\$200.00
9.	Plumbing	\$75.00
10.	Racking Permit	\$250.00
11.	Reroof Permit	\$175.00
12.	Residential remodel (no additional square footage)	\$200.00
13.	Residential remodel (additional square footage)	1 - 500 sq. ft. - \$450.00 501 - 1000 sq. ft. - \$600.00 1001 - 1500 sq. ft. - \$850.00 1501 - 2000 sq. ft. - \$1,000.00 Square footage in excess of 2000, refer to (a), new single-family fees.
14.	Retaining wall, screening wall, or global fence permit	\$775.00
15.	Umbrella permit	Each portion of the project will be assessed individually using the fees listed in appendix A.
16.	Water heater	\$60.00
17.	Window/door replacement	\$35.00 + \$2.00 per window/door to be replaced.

e) *Miscellaneous fees.* Any activity listed below shall be charged the following fee associated with the activity:

	Building activity type:	Permit Fee:
1.	Certificate of occupancy (only charged when no permit issued for new construction)	\$100.00
2.	Temporary certificate of occupancy (charged for all temporary certificates of occupancy)	\$265.00
3.	Early start for model homes	\$425.00 each model

4.	Fence permit	\$60.00
5.	In-ground swimming pool	\$350.00
6.	Spa or above-ground pool	\$200.00
7.	Irrigation (Lawn sprinkler system)	\$280.00
8.	Mobile home	\$185.00
9.	Sales trailer	\$560.00
10.	Construction trailer	\$560.00
11.	Drive approach, per approach	\$50.00
12.	Sidewalk, per lot	\$50.00
13.	Structure moving permit (Any structure moved through or into the town that exceeds 250 square feet)	\$830.00
14.	All pools/SPA or Umbrella Permit (UMB) plan review fee	\$100.00*
15.	Residential remodel or alteration plan review fee	\$100.00*
16.	Additional plan review	\$90.00 per hour— Minimum one hour
* will be credited toward permit fee if issued		

f) *Inspection fees:* Fees for the associated inspection activities are as follows:

	Type of inspection:	Fee:
1.	Re-inspection	\$90.00
2.	Tree re-inspection	\$50.00
3.	After hours inspection, per hour (minimum 2 hours)	\$90.00
4.	Special Inspection	\$90.00
5.	High-hazard inspection, annual	\$35.00
6.	High rise construction:	
	a) Plan Review	Equal to the New Commercial Construction Plan Review Fee.
	b) Inspection	Equal to the Fee charged by the Town's contracted 3rd Party inspection services provider.

g) *Drainage Inspection Fees.* Fees for drainage inspection are in addition to their corresponding building permit fees and shall be assessed as follows:

	Type of work:	Drainage inspection fee:
1.	New single-family residence (incl.	\$290.00

	duplexes)	
2.	New multi-family fees (three attached units or more)	\$480.00 + \$15.00 per unit
3.	New commercial buildings	\$480.00
4.	Additions, alterations, foundations, and repairs requiring site grading	\$190.00
5.	Swimming pools	\$250.00

SECTION 2

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 18, "Businesses," Section 18-31, "Contractor registration and license fees," to read as follows:

Chapter 18. Businesses.	
<i>Code Section Number</i>	<i>Description</i>
18-31	Contractor registration and license fees:

- a) General, plumbing, mechanical, electrical and irrigation contractors shall not be eligible to receive a permit within the town until they have registered with the town as a contractor and paid the following fee. Fees shall be paid annually, and registration will be valid from January 1 through December 31. There shall be no pro-ration of fees for registrations occurring after January 1. Registrations received and fees paid between December 1 and December 31 of any calendar year shall be valid from that date until December 31 of the following calendar year.

	Registration and License Fees	Fee
1.	General Contractor	\$35
2.	Plumbing Contractor	Exempt
3.	Irrigation Contractor	\$35
4.	Backflow Tester	\$35
5.	Mechanical Contractor	Exempt
6.	Electrical Contractor	Exempt
7.	General Contractor for On-site Sewage Facilities	\$35

SECTION 3

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 18, "Businesses," Section 18-123, "Food establishment fees," to read as follows:

<i>Code Section Number</i>	<i>Description</i>
18-123	Food establishment fees:

- a) Food establishment permit fees. Each separate food establishment operating within the corporate limits of the Town of Flower Mound, shall pay the following fees:

	Food Establishment Permit	Fee
1.	Food Establishment (Annually)	\$350.00
2.	Temporary food establishment (per booth/per event)	\$50.00
3.	Mobile food establishment (annually)	\$100.00
4.	Mobile ice cream truck (annually)	\$100.00
5.	Snow cone-type, and seasonal refreshment stands (six months)	\$50 + refundable \$350 deposit. (Refunded upon removal of refreshment stand)
6.	Farmers' market permit (annually):	
	a. 1 to 30 vendors	a. \$300.00
	b. 31 to 60 vendors	b. \$400.00
	c. 60+ vendors	c. \$500.00

- b) Plan review fees. A fee as prescribed below shall be paid to obtain a permit to construct a permitted food establishment. These fees shall be based on the square footage of the proposed facility.

	Food Establishment Square Footage	Fee
1.	0 to 150 sq.ft.	\$65.00
2.	151 to 1,000 sq.ft.	\$150.00
3.	1,001 to 4,000 sq.ft.	\$200.00
4.	4,001 to 8,000 sq.ft.	\$250.00
5.	8,001 to 20,000 sq.ft.	\$350.00
6.	20,001 sq.ft. or more	\$500.00

- c) Re-inspection fees.

	Re-inspection Type	Fee
1.	Follow up re-inspection	\$65.00
2.	Full inspection	50 percent of food establishment annual permit fee

- d) Food protection manager's registration.

1. Initial/renewal/new employee is \$25.00 per registration (every five years upon expiration of town registration or upon expiration of state-issued food protection manager's certification)

*No fee shall be charged to any food establishment owned and operated by a governmental agency, independent school district, institution of purely public charity, church, and/or other nonprofit organizations; however, such establishments may be operated only after a permit is issued by the regulatory authority and all other requirements of these rules and applicable law are met. Proper documentation of tax-exempt status under federal or state law must be provided to the regulatory authority at the time of application in order to be exempt from the permit fee."

SECTION 4

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 34, "Environment," Section 34-356(a), "Public swimming pool and spa permit fee," to read as follows:

"

<i>Code Section Number</i>	<i>Description</i>
34-356(a)	Public swimming pool and spa permit fee:

- a) Each separate public swimming pool and spa operating within the corporate limits of the town shall pay the following fees, except that splasher and/or wading pools operating in conjunction with a Class C or Class D pool and located at the same address or physical location shall not be charged a separate annual permit fee:

	Permit Type	Fee
1.	Swimming Pool (annually)	\$200.00
2.	SPA (annually)	\$100.00

- b) No fee shall be charged to any public swimming pool or spa owned and operated by a governmental agency, independent school district and/or other nonprofit organizations. Proper documentation of tax-exempt status under federal or state law must be provided to the regulatory authority at the time of application in order to be exempt from the permit fee."

SECTION 5

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 34, "Environment," Section 34-357(c), "Certified pool operator's registration," to read as follows:

“

<i>Code Section Number</i>	<i>Description</i>
34-357(c)	Certified pool operator's registration:

- a) The following registration fees apply to Certified pool operators:

	Registration Type (per operator)	Fee
1.	Initial	\$25.00
2.	Renewal	\$25.00
3.	New Employee	\$25.00

- b) No registration fee shall be charged to any public swimming pool or spa owned and operated by a governmental agency, independent school district and/or other nonprofit organizations. Proper documentation of tax-exempt status under federal or state law must be provided to the regulatory authority at the time of application in order to be exempt from the registration fee.”

SECTION 6

Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 34, “Environment,” Section 34-358(d), “Plan review fees,” to read as follows:

“

<i>Code Section Number</i>	<i>Description</i>
34-358(d)	Plan review fees:

- a. A fee of \$200.00 shall be paid to obtain a permit to construct a permitted public swimming pool or spa.”

SECTION 7

Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 34, “Environment,” Section 34-364(c), “Reinspection fee,” to read as follows:

“

<i>Code Section Number</i>	<i>Description</i>
34-364(c)	Re-inspection fee:

	Fee Type	Fee
1.	Re-inspection	\$50.00

”

SECTION 8

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 34, "Environment," Section 34-393, "On-site sewage fees," to read as follows:

"

<i>Code Section Number</i>	<i>Description</i>
34-393	On-site sewage facility fees:

- a. Upon approval of the application and planning materials to construct, alter, extend, or repair an on-site sewage facility which requires an on-going maintenance contract as provided in the adopted Administrative Rules 30 TAC 285.1-285.91, a fee of \$275.00 shall be assessed and collected prior to the issuance of the permit.
- b. Upon approval of the application and planning materials to construct, alter, extend, or repair an on-site sewage facility which does not require a maintenance contract as provided in the adopted Administrative Rules 30 TAC 285.1-285.91, a fee of \$175.00 shall be assessed and collected prior to the issuance of the permit.
- c. Upon approval of the application and planning materials to repair an on-site sewage facility, as defined in 20 TAC 285.2(60), a fee of \$65.00 shall be assessed and collected prior to the issuance of the permit. This repair permit fee shall also include relocating spray heads associated with surface application systems.
- d. A fee of \$65.00 shall be assessed and collected prior to the re-inspection of an on-site sewage facility.
- e. If an on-site sewage facility is installed, repaired, replaced, altered, or relocated without a permit for such work, the applicable permit fee defined herein shall be doubled."

SECTION 9

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

SECTION 10

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 11

This Ordinance shall take effect and be in full force from and after February 3rd, 2023.

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

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA K.6. REGULAR ITEM(S)

DATE: December 19, 2022

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Consider approval of an ordinance amending Chapter 38, entitled “Fire Prevention and Protection,” to revise fees related to the review and issuance of permits, and amending appendix A entitled “Fee Schedule,” to eliminate conflicting fees related to Chapter 38, entitled “Fire Prevention and Protection,” of the Town’s Code of Ordinances.

BACKGROUND: Review of Town development-based fees began during the June 21, 2019, Town Council Strategic Planning Session (SPS). The Town created a [Development Services fee webpage](#) that provides the background and history on the Town’s effort to update development-based fees. The webpage also contains fee schedules that contain the current fees and the proposed fees for public review. The specific updates related to this item are provided under Attachment 1.

Essentially, these updates accomplish the following:

1. Adjust fees to recover 100% of Town development review and permit costs associated with new construction.
2. Continue to subsidize Town development review and permit costs associated with existing commercial, residential customers, and small businesses.
3. Adjust any fees where the Town is currently recovering more than 100% of the costs.

BOARD REVIEW/CITIZEN FEEDBACK: Amendments to Subpart A of the Town’s Code of Ordinances fall completely under the purview of the Town Council. No Board or Commission review is required for this item.

ALTERNATIVES: This item concludes a third-party comprehensive review of the Town’s development-based fees. The Council may approve the proposed ordinance, deny the ordinance, or approve with amendments.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Fire Fee Redlines
2. Fire Fees Draft Ordinance

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

GENERAL. All fees assessed for fire code permits and other applicable fees shall be in accordance with this section.

APPLICATION FEE. Application fees shall be assessed on all applications in accordance with this section, or as outlined in Table 107. Application fees shall be paid at the time of application.

CONSTRUCTION PERMIT FEE. Construction Permit fees shall be assessed in accordance with this section, or as outlined in Table 107 and in accordance with section 105.6 of the International Fire Code, 2021 edition. Any construction permit fees assessed shall be paid prior to the release of permit. A permit is not issued until released by the Flower Mound Fire Department's Fire Marshal's Office and all fees are paid. Work performed on systems that have not been paid in full shall be considered as working without a permit and subject to fees in accordance with this section, or as outlined in Table 107. No person shall begin any of the following listed activities without having first obtained a separate fire department construction permit and paid the appropriate fees for these building installation features as set forth in this chapter for new and remodel construction 1. Applicable permit fees shall be doubled for any system required to be permitted by this code in which the installation of said fire protection system has commenced without the issuance of a permit(s); also known as "working without a permit." 2. Applicable permit fees shall be doubled for any system that has been permitted and in operation without first obtaining a final acceptance inspection from the Flower Mound Fire Marshal's Office; also known as "release of system prior to approval."

OPERATIONAL PERMIT FEE. Operational Permit fees shall be assessed in accordance with this section, or as outlined in Table 107 and in accordance with section 105.5 of the International Fire Code, 2021 edition. All operational permit fees are assessed and mailed by January 1 of the calendar year. All operational permit fees assessed shall be paid within thirty (30) days of issuance from the Flower Mound Fire Department's Fire Marshal's Office (FMFD-FMO). Fees that are not contested or paid within the thirty (30) days shall be subject to penalty as follows:

1. The first late notice (30 days late) a penalty shall be added to the permit fee by the sum equal to half the total amount due.
2. The second late notice (60 days late) operational permit fees shall be doubled of the total amount due.
3. The third late notice (90 days late) a Fire Marshal's "Stop Work Order" shall be issued until all fees are paid in full.

REGISTRATION REQUIRED

1. It shall be unlawful for any person, firm, or corporation to install, alter, repair, replace, or remodel any system specified by this chapter, or regulated by the fire code, without having first registered with the town. Registration shall be upon forms supplied by the fire marshal and shall expire on December 31 of each year. Annual contractor registration fee shall be \$~~200.00~~35.00 per calendar year.

2. All contractors performing work regulated by the International Fire Code, 2021 edition, including adopted amendments shall be registered prior to obtaining a permit or performing work in the Town.

Exception:

1. Contractors covered under Texas Insurance Code Title 20 Chapter 6003 are not required to register and are exempt from registration fees. However, a copy of your state license is required to be on file with the Fire Marshal's Office.
2. Contractors covered under Texas Occupations Code Title 10 Chapter 1702 shall register with the Fire Marshal's Office but are exempt from annual registration fees.

INSPECTION FEE. Inspection fees shall be assessed in accordance with this section, or as outlined in Table 107.

1. Fee of \$100 will be assessed for any inspections in which the contractor does not show up.
2. Fee of \$100 will be assessed for any inspection that is not cancelled within 24 hours prior to the scheduled inspection.
3. A fee of \$125.00 will be assessed for any re-inspection.

PLAN REVIEW FEES. Plan review fees shall be assessed in accordance with this section, or as outlined in Table 107 of this Chapter.

1. Plan reviews (second and subsequent submittals) required by changes, additions or revisions shall be assessed a fee of \$100. No fees shall be charged for any subsequent plan review of changes, additions, or revisions to plans which plan review was initiated solely by the Fire Chief, or his designee, for items that the Fire Chief failed to identify on a previous plan review.
2. Use of outside consultants for plan review, inspections, or both: Actual costs.

FEE TABLE AND STANDARD FEES. Unless stipulated elsewhere in this section, a minimum fee of \$100.00 (to include application fee) shall be assessed for any plan review and/or permits issued.

**TABLE 107
FIRE DEPARTMENT FEE SCHEDULE**

APPLICATION FEE^a Required at time of application	FEE
Permit Applications	\$100.00
CONTRACTOR REGISTRATION (per calendar year)	FEE

Annual Contractor Registration	\$200.00 <u>35.00</u>
CONSTRUCTION PERMIT FEES^b Required after review and before the release of permit	FEE In addition to application fee
Aboveground Fuel Storage Tank	\$75.00 <u>100.00</u> per tank
Aboveground Fuel/Oil Storage Tank Installation/Alteration/Removal	\$150.00 <u>250.00</u> per tank
Access Controlled Egress Doors	\$100.00 per floor
Automatic Fire-Extinguishing Systems	\$100.00 (per riser) Plus, see Table 107.1, Valuation Fee Scale
Commercial Hood Suppression System	\$100.00 per system
Compressed Gases (incl. CO2 beverage dispensing) ^c	\$100.00
Cryogenic Fluids	\$100.00
Emergency Responder Communication Coverage System (ERRS)	\$100.00 (per donor antenna) Plus, see Table 107.1, Valuation Fee Scale

Energy Systems (Battery, Generator, Solar, etc.) IFC Chapter 12 Systems	\$100.00 per system type
Fire Alarm and Detection Systems and Related Equipment	\$100.00 (per addressable panel) Plus, see Table 107.1, Valuation Fee Scale
Fire Lane Modification/Repair	Application fee only
Fire Pumps and Related Equipment	\$100.00 (per pump) Plus, see Table 107.1, Valuation Fee Scale
Fire Service Underground Water Line	\$100.00 (per main tap) Plus, see Table 107.1, Valuation Fee Scale
Flammable and Combustible Liquids	\$250.00
Firefighter Air Replenishment System (FARS) ^c	\$100.00 (per FD mobile air connection) Plus, see Table 107.1, Valuation Fee Scale
Foam	\$100.00
Gas Detection Systems	\$100.00
Gaseous Agent Suppression System	\$100.00 (per system) Plus, see Table 107.1, Valuation Fee Scale
Gates and Barricades Across Fire Apparatus Access Roads	\$100.00 per gate
Hazardous Materials ^c	\$100.00
High-Piled Combustible Storage ^c	\$100.00

Hydrant Flow Test	Application Fee Only
Industrial Ovens ^c	\$100.00
LPG ^c	\$100.00
Mass Notification System	\$100.00
Motor Vehicle Repair Rooms and Booths	\$100.00
Private Fire Hydrants	\$100.00 per hydrant
Remote Fire Department Connection	\$100.00
Smoke Control or Smoke Exhaust Systems	\$100.00 (per fan) Plus, see Table 107.1, Valuation Fee Scale
Special Event Structure	\$150.00
Spray or Dipping (Paint) Booth ^c	\$100.00
Standpipe Systems (Stand-alone)	\$100.00 (per riser) Plus, see Table 107.1, Valuation Fee Scale

Temporary Membrane Structures and Tents ^c	\$100.00 per tent
Underground Storage Tank (UGST) Installation	\$250.00 per tank
Underground Storage Tank (UGST) Removal/Abandonment	\$100.00 per tank
Approved system modifications/alterations, repairs, (i.e., Automatic Fire-Extinguishing, Commercial Hood, ERRS, Energy Systems, Fire Alarm, Fire Pumps, FARS, Gates, Smoke Control, Standpipes)	Application Fee Plus, see Table 107.1, Valuation Fee Scale

Footnotes:

- a. For applications submitted for the review of Construction Permits as required by the IFC.
- b. Fee is in addition to application fee and is assessed per permit issued.
- c. Requires additional operational permits

OPERATIONAL PERMIT FEE^b permits for use and valid for a limited time	RENEWAL PERIOD	FEE
Aerosol products (105.6.1)	Annually	\$100.00
Amusement buildings (105.6.2)	Per Use	\$100.00
Aviation facilities (105.6.3)	Annually	\$100.00

Carnival and fairs (105.6.4)	Per Use	\$100.00
Compressed gases (105.6.8) (incl. CO2 beverage dispensing)	Annually	\$100.00
Cooking Tents	Per Use	\$100.00
Cryogenic Fluids (105.6.10)	Annually	\$100.00
Dry cleaning (105.6.12)	Annually	\$125.00
Explosives (105.6.14)	Annually	\$100.00 <u>\$125.00</u>
Firefighter Air Replenishment System (105.6.53)	Annually	\$100.00
Flammable and combustible liquids (105.6.16)	Annually	\$100.00 <u>\$125</u> <u>\$250.00</u>

Fumigation and Insecticide Fogging (106.6.19)	Per Use	\$100.00
Hazardous Materials (105.6.20)	Annually	\$100.00 <u>125.00</u>
High-piled (combustible) storage	Annually	\$100.00 <u>125.00</u>
Hot work operation (105.6.23)	Per Use	\$100.00
Industrial ovens (105.6.24)	Annually	\$100.00
Liquid- or gas- fueled vehicles or equipment in assembly buildings (105.6.26)	Annually	\$100.00
LP-Gas (105.6.27) [LPG, above and underground] [LPG, retail exchange]	Annually	\$100.00
Miscellaneous Combustible Storage (105.6.29)	Annually	\$100.00 <u>125.00</u>
Mobile food preparation vehicles (105.6.30) [Food Trucks]	Annually	\$100.00
Model Rocketry (105.6.51)	Per Use	\$100.00
Motor Fuel Dispensing Facilities (105.6.31)	Annually	\$100.00 <u>125.00</u>
Open burning [Burn] (105.6.32)	Annually	\$100.00
Open flames and candles (105.6.34)	Per Use	\$100.00
Parade floats (105.6.52)	Per Use	\$100.00
Places of Assembly (105.6.37)	Annually	\$100.00
Pyrotechnic special effects material (105.6.39)	Per Use	\$400.00 + Actual overtime cost of employee(s) – minimum 4 hours
Refrigeration equipment (105.6.42)	Annually	\$100.00
Repair garages (105.6.43)	Annually	\$100.00 <u>125.00</u>
Rooftop heliports (105.6.44)	Annually	\$100.00
Spraying or dipping [Paint Spray/Finished Booths] (105.6.45)	Annually	\$100.00
Storage of scrap tires and tire by-products (105.6.46)	Annually	\$100.00

Temporary membrane structures and tents	Per tent/per use	\$100.00
INSPECTIONS AND TESTING FEES (no application fee)	FEE	
After-hours (when staffing allows)	Actual overtime cost of employee(s) Minimum of 2 hours	
Annual Inspection (Suites, Buildings, and Occupancies 1-5000 Sq. Ft.)	\$75.00	
Annual Inspection (Suites, Buildings, and Occupancies 5001- 50,000 Sq. Ft.)	\$150.00	
Annual Inspection (Suites, Buildings, and Occupancies 50,001- 100,000 Sq. Ft.)	\$275.00	
Annual Inspection (Suites, Buildings, and Occupancies 100,001 Sq. Ft. or greater)	\$300.00	
Certificate of Occupancy	\$100.00	
Flammable and Combustible Liquid Pipeline Repair	\$100.00	
Re-inspection	\$125.00	
Contractor fails to show up for scheduled inspection (15 min leeway)	\$100.00	
Fail to cancel inspection within 24 hours	\$100.00	
State Licensed Facilities (Licensed Nursing Homes, Licensed Assisted Living or Board and Care Facilities, School/Educational Facilities, Head Start Programs, Daycare Facilities, Licensed Foster Homes with seven or more children)	\$150.00 includes annual inspection and annual permit. Re-inspection fees shall apply.	
OTHER FEES (no application fee)	FEE	
Working without a permit	Two times the permit fee	
Release of system prior to approval	Two times the permit fee	
Late Collection Fee	\$100.00	
FALSE FIRE ALARM - Commercial (per calendar year)	FEE	
False Fire Alarm 1 st through 3 rd	No Fee	

False Fire Alarm 4 th through 7 th	\$250.00 per fire alarm
False Fire Alarm 8 th and above through the remainder of the year	\$500.00 per fire alarm
Refusal to Respond	\$75.00 per fire alarm
FALSE FIRE ALARM - Residential (per calendar year)	FEE
False Fire Alarm 1 st through 3 rd	No Fee
False Fire Alarm 4 th through 7 th	\$50.00 per fire alarm
False Fire Alarm 8 th and above through the remainder of the year	\$150.00 per fire alarm
FIREWATCH STANDBY	FEE
Special Events	Actual overtime cost of employee(s) Minimum of 4 hours
Fireworks Shows	Actual overtime cost of employee(s) Minimum of 4 hours
System Impairments	Actual overtime cost of employee(s) Minimum of 4 hours
Open Burning	Cost of the utility vehicle @ \$250.00 per hour

TABLE 107.1 Valuation Fee Scale

VALUATION	FEE
\$1 to \$500	\$35 <u>\$20</u>
\$501 to \$2,000	\$40 <u>\$35 for the first \$500; plus \$4 for each additional \$100 or fraction thereof; up to and including \$2,000</u> \$20 for the first \$500; plus \$2.50 for each additional \$100 or fraction thereof; up to and including \$2,000
\$2,001 to \$25,000	\$96 <u>\$95 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof; up to and including \$15,000</u> \$50 for the first \$2,000; plus \$10 for each additional \$1,000 or fraction thereof; up to and including \$25,000
\$25,001 to \$50,000	\$338 <u>\$348 for the first \$25,000; plus \$10 for each additional \$1,000 or fraction thereof; up to and including \$50,000</u> \$280 for the first \$25,000; plus \$8 for each additional \$1,000 or fraction thereof; up to and including \$50,000
\$50,001 to \$100,000	\$578 <u>\$598 for the first \$50,000; plus \$9 for each additional \$1,000 or fraction thereof; up to and including \$100,000</u> \$680 for the first \$50,000; plus \$6 for each additional \$1,000 or fraction thereof; up to and including \$100,000

	\$100,000
\$100,001 to \$500,000	\$1,019 <u>\$1,048</u> for the first \$100,000; plus \$6 for each additional \$1,000 or fraction thereof; up to and including \$500,000 \$980 for the first \$100,000; plus \$4 for each additional \$1,000 or fraction thereof; up to and including \$500,000
\$500,001 to 1,000,000	\$3,383 <u>\$3,448</u> for the first \$500,000; plus \$4 for each additional \$1,000 or fraction thereof; up to and including \$1,000,000 \$2,580 for the first \$500,000; plus \$3 for each additional \$1,000 or fraction thereof; up to and including \$1,000,000
\$1,000,001 and over	\$5,379 <u>\$5,448</u> for the first \$1,000,000; plus \$2 for each additional \$1,000 or fraction thereof \$4,080 for the first \$1,000,000; plus \$2 for each additional \$1,000 or fraction thereof

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 38, OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION," TO REVISE FEES RELATED TO THE REVIEW AND ISSUANCE OF PERMITS; AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," OF THE CODE OF ORDINANCES TO ELIMINATE CONFLICTING FEES RELATED TO CHAPTER 38, OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION," PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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 has previously adopted regulations for the issuance of permits within the Town and has provided for the collection of fees in connection therewith; and

WHEREAS, the Town Council now desires to update fees related to the review and issuance of permits associated with fire prevention and protection; and

WHEREAS, the Town Council finds and determines that the fees corresponding to Chapter 38, "Fire Prevention and Protection," should be amended as set out herein and that the amendments proposed are in the best interest of and are necessary to protect the health, safety, and general welfare of the citizens of the Town and the general public.

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

SECTION 1

Section 38-11 "Schedule of Fees," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Chapter 38. "Fire Prevention and Protection" to read as follows:

"Sec. 38-11. – Schedule of Fees.

GENERAL. All fees assessed for fire code permits and other applicable fees shall be in accordance with this section.

APPLICATION FEE. Application fees shall be assessed on all applications in accordance with this section, or as outlined in Table 107. Application fees shall be paid at the time of application.

CONSTRUCTION PERMIT FEE. Construction Permit fees shall be assessed in accordance with this section, or as outlined in Table 107 and in accordance with section 105.6 of the International Fire Code, 2021 edition. Any construction permit fees assessed shall be paid prior to the release of permit. A permit is not issued until released by the Flower Mound Fire Department's Fire Marshal's Office and all fees are paid. Work performed on systems that have not been paid in full shall be considered as working without a permit and subject to fees in accordance with this section, or as outlined in Table 107. No person shall begin any of the following listed activities without having first obtained a separate fire department construction permit and paid the appropriate fees for these building installation features as set forth in this chapter for new and remodel construction 1. Applicable permit fees shall be doubled for any system required to be permitted by this code in which the installation of said fire protection system has commenced without the issuance of a permit(s); also known as "working without a permit." 2. Applicable permit fees shall be doubled for any system that has been permitted and in operation without first obtaining a final acceptance inspection from the Flower Mound Fire Marshal's Office; also known as "release of system prior to approval."

OPERATIONAL PERMIT FEE. Operational Permit fees shall be assessed in accordance with this section, or as outlined in Table 107 and in accordance with section 105.5 of the International Fire Code, 2021 edition. All operational permit fees are assessed and mailed by January 1 of the calendar year. All operational permit fees assessed shall be paid within thirty (30) days of issuance from the Flower Mound Fire Department's Fire Marshal's Office (FMFD-FMO). Fees that are not contested or paid within the thirty (30) days shall be subject to penalty as follows:

1. The first late notice (30 days late) a penalty shall be added to the permit fee by the sum equal to half the total amount due.
2. The second late notice (60 days late) operational permit fees shall be doubled of the total amount due.
3. The third late notice (90 days late) a Fire Marshal's "Stop Work Order" shall be issued until all fees are paid in full.

REGISTRATION REQUIRED

1. It shall be unlawful for any person, firm, or corporation to install, alter, repair, replace, or remodel any system specified by this chapter, or regulated by the fire code, without having first registered with the town. Registration shall be upon forms supplied by the fire marshal and shall expire on December 31 of each year. Annual contractor registration fee shall be \$200.00 per calendar year.

2. All contractors performing work regulated by the International Fire Code, 2021 edition, including adopted amendments shall be registered prior to obtaining a permit or performing work in the Town.

Exception:

1. Contractors covered under Texas Insurance Code Title 20 Chapter 6003 are not required to register and are exempt from registration fees. However, a copy of your state license is required to be on file with the Fire Marshal's Office.
2. Contractors covered under Texas Occupations Code Title 10 Chapter 1702 shall register with the Fire Marshal's Office but are exempt from annual registration fees.

INSPECTION FEE. Inspection fees shall be assessed in accordance with this section, or as outlined in Table 107.

1. Fee of \$100 will be assessed for any inspections in which the contractor does not show up.
2. Fee of \$100 will be assessed for any inspection that is not cancelled within 24 hours prior to the scheduled inspection.
3. A fee of \$125.00 will be assessed for any re-inspection.

PLAN REVIEW FEES. Plan review fees shall be assessed in accordance with this section, or as outlined in Table 107 of this Chapter.

1. Plan reviews (second and subsequent submittals) required by changes, additions or revisions shall be assessed a fee of \$100. No fees shall be charged for any subsequent plan review of changes, additions, or revisions to plans which plan review was initiated solely by the Fire Chief, or his designee, for items that the Fire Chief failed to identify on a previous plan review.
2. Use of outside consultants for plan review, inspections, or both: Actual costs.

FEE TABLE AND STANDARD FEES. Unless stipulated elsewhere in this section, a minimum fee of \$100.00 (to include application fee) shall be assessed for any plan review and/or permits issued.

TABLE 107
FIRE DEPARTMENT FEE SCHEDULE

APPLICATION FEE ^a Required at time of application	FEE
---	-----

Permit Applications	\$100.00
CONTRACTOR REGISTRATION (per calendar year)	FEE
Annual Contractor Registration	\$35.00
CONSTRUCTION PERMIT FEES^b Required after review and before the release of permit	FEE In addition to application fee
Aboveground Fuel Storage Tank	\$75.00 per tank
Access Controlled Egress Doors	\$100.00 per floor
Automatic Fire-Extinguishing Systems	\$100.00 (per riser) Plus, see Table 107.1, Valuation Fee Scale
Commercial Hood Suppression System	\$100.00 per system
Compressed Gases (incl. CO2 beverage dispensing) ^c	\$100.00
Cryogenic Fluids	\$100.00
Emergency Responder Communication Coverage System (ERRS)	\$100.00 (per donor antenna) Plus, see Table 107.1, Valuation Fee Scale

Energy Systems (Battery, Generator, Solar, etc.) IFC Chapter 12 Systems	\$100.00 per system type
Fire Alarm and Detection Systems and Related Equipment	\$100.00 (per addressable panel) Plus, see Table 107.1, Valuation Fee Scale
Fire Lane Modification/Repair	Application fee only
Fire Pumps and Related Equipment	\$100.00 (per pump) Plus, see Table 107.1, Valuation Fee Scale
Fire Service Underground Water Line	\$100.00 (per main tap) Plus, see Table 107.1, Valuation Fee Scale
Flammable and Combustible Liquids	\$250.00
Firefighter Air Replenishment System (FARS) ^c	\$100.00 (per FD mobile air connection) Plus, see Table 107.1, Valuation Fee Scale
Foam	\$100.00
Gas Detection Systems	\$100.00
Gaseous Agent Suppression System	\$100.00 (per system) Plus, see Table

	107.1, Valuation Fee Scale
Gates and Barricades Across Fire Apparatus Access Roads	\$100.00 per gate
Hazardous Materials ^C	\$100.00
High-Piled Combustible Storage ^C	\$100.00
Hydrant Flow Test	Application Fee Only
Industrial Ovens ^C	\$100.00
LPG ^C	\$100.00
Mass Notification System	\$100.00
Motor Vehicle Repair Rooms and Booths	\$100.00
Private Fire Hydrants	\$100.00 per hydrant
Remote Fire Department Connection	\$100.00
Smoke Control or Smoke Exhaust Systems	\$100.00 (per fan) Plus, see Table 107.1, Valuation Fee Scale
Special Event Structure	\$150.00
Spray or Dipping (Paint) Booth ^C	\$100.00
Standpipe Systems (Stand-alone)	\$100.00 (per riser) Plus, see Table 107.1, Valuation Fee Scale

Temporary Membrane Structures and Tents ^C	\$100.00 per tent
Underground Storage Tank (UGST) Installation	\$250.00 per tank
Underground Storage Tank (UGST) Removal/Abandonment	\$100.00 per tank
Approved system modifications/alterations, repairs, (i.e., Automatic Fire-Extinguishing, Commercial Hood, ERRS, Energy Systems, Fire Alarm, Fire Pumps, FARS, Gates, Smoke Control, Standpipes)	Application Fee Plus, see Table 107.1, Valuation Fee Scale

Footnotes:

- a. For applications submitted for the review of Construction Permits as required

by the IFC.

- b. Fee is in addition to application fee and is assessed per permit issued.
- c. Requires additional operational permits

OPERATIONAL PERMIT FEE^b permits for use and valid for a limited time	RENEWAL PERIOD	FEE
Aerosol products (105.6.1)	Annually	\$100.00
Amusement buildings (105.6.2)	Per Use	\$100.00
Aviation facilities (105.6.3)	Annually	\$100.00
Carnival and fairs (105.6.4)	Per Use	\$100.00
Compressed gases (105.6.8) (incl. CO ₂ beverage dispensing)	Annually	\$100.00
Cooking Tents	Per Use	\$100.00
Cryogenic Fluids (105.6.10)	Annually	\$100.00
Dry cleaning (105.6.12)	Annually	\$125.00
Explosives (105.6.14)	Annually	\$125.00
Firefighter Air Replenishment System (105.6.53)	Annually	\$100.00
Flammable and combustible liquids (105.6.16)	Annually	\$125.00

Fumigation and Insecticide Fogging (106.6.19)	Per Use	\$100.00
Hazardous Materials (105.6.20)	Annually	\$125.00
High-piled (combustible) storage	Annually	\$125.00
Hot work operation (105.6.23)	Per Use	\$100.00
Industrial ovens (105.6.24)	Annually	\$100.00
Liquid- or gas- fueled vehicles or equipment in assembly buildings (105.6.26)	Annually	\$100.00
LP-Gas (105.6.27) [LPG, above and underground] [LPG, retail exchange]	Annually	\$100.00

Miscellaneous Combustible Storage (105.6.29)	Annually	\$125.00
Mobile food preparation vehicles (105.6.30) [Food Trucks]	Annually	\$100.00
Model Rocketry (105.6.51)	Per Use	\$100.00
Motor Fuel Dispensing Facilities (105.6.31)	Annually	\$125.00
Open burning [Burn] (105.6.32)	Annually	\$100.00
Open flames and candles (105.6.34)	Per Use	\$100.00
Parade floats (105.6.52)	Per Use	\$100.00
Places of Assembly (105.6.37)	Annually	\$100.00
Pyrotechnic special effects material (105.6.39)	Per Use	\$400.00 + Actual overtime cost of employee(s) – minimum 4 hours
Refrigeration equipment (105.6.42)	Annually	\$100.00
Repair garages (105.6.43)	Annually	\$125.00
Rooftop heliports (105.6.44)	Annually	\$100.00
Spraying or dipping [Paint Spray/Finished Booths] (105.6.45)	Annually	\$100.00
Storage of scrap tires and tire by- products (105.6.46)	Annually	\$100.00

Temporary membrane structures and tents	Per tent/per use	\$100.00
INSPECTIONS AND TESTING FEES (no application fee)	FEE	
After-hours (when staffing allows)	Actual overtime cost of employee(s) Minimum of 2 hours	
Annual Inspection (Suites, Buildings, and Occupancies 1-5000 Sq. Ft.)	\$75.00	
Annual Inspection (Suites, Buildings, and Occupancies 5001- 50,000 Sq. Ft.)	\$150.00	
Annual Inspection (Suites, Buildings, and Occupancies 50,001- 100,000 Sq. Ft.)	\$275.00	
Annual Inspection (Suites, Buildings, and Occupancies 100,001 Sq. Ft. or greater)	\$300.00	
Certificate of Occupancy	\$100.00	
Flammable and Combustible Liquid Pipeline Repair	\$100.00	
Re-inspection	\$125.00	
Contractor fails to show up for scheduled inspection (15 min leeway)	\$100.00	
Fail to cancel inspection within 24 hours	\$100.00	
State Licensed Facilities (Licensed Nursing Homes, Licensed Assisted Living or Board and Care Facilities, School/Educational Facilities, Head Start Programs, Daycare Facilities, Licensed Foster Homes with seven or more children)	\$150.00 includes annual inspection and annual permit. Re-inspection fees shall apply.	
OTHER FEES (no application fee)	FEE	
Working without a permit	Two times the permit fee	
Release of system prior to approval	Two times the permit fee	
Late Collection Fee	\$100.00	
FALSE FIRE ALARM - Commercial (per calendar year)	FEE	
False Fire Alarm 1 st through 3 rd	No Fee	

False Fire Alarm 4 th through 7 th	\$250.00 per fire alarm
False Fire Alarm 8 th and above through the remainder of the year	\$500.00 per fire alarm
Refusal to Respond	\$75.00 per fire alarm
FALSE FIRE ALARM - Residential (per calendar year)	FEE
False Fire Alarm 1 st through 3 rd	No Fee
False Fire Alarm 4 th through 7 th	\$50.00 per fire alarm
False Fire Alarm 8 th and above through the remainder of the year	\$150.00 per fire alarm
FIREWATCH STANDBY	FEE
Special Events	Actual overtime cost of employee(s) Minimum of 4 hours
Fireworks Shows	Actual overtime cost of employee(s) Minimum of 4 hours
System Impairments	Actual overtime cost of employee(s) Minimum of 4 hours
Open Burning	Cost of the utility vehicle @ \$250.00 per hour

TABLE 107.1 Valuation Fee Scale

VALUATION	FEE
\$1 to \$500	\$35.00
\$501 to \$2,000	\$40.00 for the first \$500; plus, \$4.00 for each addition \$100.00 or fraction thereof up to and including \$2,000.00
\$2,001 to \$25,000	\$96.00 for the first \$2,000; plus, \$11.00 for each additional \$1,000.00 or fraction thereof up to and including \$15,000.00

\$25,001 to \$50,000	\$338.00 for the first \$25,000; plus, \$10.00 for each additional \$1,000.00 or fraction thereof up to and including \$50,000.00
\$50,001 to \$100,000	\$578.00 for the first \$50,000.00; plus, \$9.00 for each additional \$1,000.00 or fraction thereof up to and including \$100,000.00
\$100,001 to \$500,000	\$1,019.00 for the first \$100,000; plus, \$6.00 for each additional \$1,000.00 or fraction thereof up to and including \$500,000.00
\$500,001 to 1,000,000	\$3,383.00 for the first \$500,000; plus, \$4.00 for each additional \$1,000.00 or fraction thereof up to and including \$1,000,000.00
\$1,000,001 and over	\$5,379.00 for the first \$1,000,000; plus, \$2.00 for each additional \$1,000.00 or fraction thereof

”

SECTION 2

Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by eliminating fees corresponding to Chapter 38, “Fire Prevention and Protection,” in their entirety.

SECTION 3

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

SECTION 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 from and after February 6th, 2023.

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

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA K.7. REGULAR ITEM(S)

DATE: December 19, 2022
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Discuss and consider tennis center, including funding options.**

BACKGROUND: The past two Parks and Recreation Master Plans have recommended that a tennis center be constructed to meet recommended service levels. In response, the Town approved funding in fiscal year 2021 to secure a firm to produce a tennis center feasibility study. The final report of the study completed by Pros Consulting was formally presented to the Town Council on April 22, 2022.

The feasibility study showed support from the community to pursue the development and future use of a tennis center in the Town. Trotter Park was determined to be the ideal location with the following amenities: 16 tennis courts, 12 pickleball courts, a club house, playground, and walking trail. The cost (factoring in inflation) if construction was to take place in late 2024 is estimated at \$15 million.

Town staff has presented additional information to the Town Council during their October 20, 2022, and November 17, 2022, work session meetings. The last two meetings covered the following topics: highlight of the feasibility study recommendations, estimated cost of the center, potential financial impact to the 4B Fund, funding options and sources, and placing the project on a future ballot.

For the December 19, 2022 Regular meeting, Town staff is asking for final direction from the Town Council on the following items:

- Placing the project on the May 2023 ballot
- How to back the future debt if passed by the voters

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue)
\$

Account Number(s):
100-XXX-XXXXX-XXXX

LEGAL REVIEW:

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.

FUTURE AGENDA ITEMS

Agenda Date	Item Name	Item Category
1/17/2023	Consider approval of Omnia Partners Contract No. R211302 (TOWN 2023-37-A) for Custodial Supplies, Breakroom, and Related Products, in the estimated annual amount of \$1250,000.00.	Contracts
1/17/2023	Consider approval of a Construction Agreement with RLM Earthco., for the Chinn Chapel Soccer Complex Drainage Improvements project, in the amount of \$530,511.91; and authorization for the Mayor to execute the same on behalf of the Town.	Construction Agreement
1/17/2023	Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design services associated with the Glenwick Park Restroom Addition project, in the amount of \$69,700.00; and authorization for the Mayor to execute same on behalf of the Town.	Professional Service Agreement
1/17/2023	Consider approval of the award of Request for Bid Number 2023-4-A to the lowest responsive, responsible bidder, Professional Pavement Products, Inc., for an estimated annual expenditure of \$66,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.	Contracts
2/6/2023	Placeholder: Call May 2023 Election	Elections