

Town Council Regular Meeting



February 6, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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)

1. Salvation Army Red Kettle Challenge Results
2. Certificate of Achievement Marcus High School Cheerleading Team - National Champions

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

Announcements from the mayor and council members

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Winter Storm Event Recap

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. February 16 Work Session and February 20 Regular Meeting

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 1/17 & 1/19 - Consider approval of the Town Council minutes from a regular meeting held on January 17, 2023, and a work session held on January 19, 2023.
2. Call May 6 Election - Consider approval of a resolution calling for a general election to be held May 6, 2023, for the offices of Town Council Place 2 and Town Council Place 5, establishing procedures for the election; and providing an effective date.
3. Calling bond election Proposition A - Consider approval of an ordinance calling a bond election to be held May 6, 2023, for the purpose of submitting to the qualified voters a ballot proposition on whether to construct a tennis center with general obligation bonds in the amount of \$7,500,000; resolving other matters incident and related to such election, and providing a publication of notice.
4. Audio Video Hardware Replacements - Consider approval to replace the audio video hardware for the Police Department from Data Projections for an amount not to exceed \$75,000.
5. AED Replacement Purchase - Consider approval of the purchase of 25 Automated External Defibrillators(AEDs) to replace out of warranty devices in all Town-owned buildings in the amount of \$51,050.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Purchase of Life Fitness equipment - Consider approval of the purchase of Life Fitness strength equipment for the Community Activity Center from vendor Advanced Exercise through Buy Board contract #665-22 in the amount of \$113,878.40.
7. CIP Amendment No. 2 - Consider Approval of Amendment No. 2 to the Fiscal Year 2022-2023 Capital Improvement Program.

8. PSA Inspection Services - Consider approval of a professional services agreement between the Town of Flower Mound and Bureau Veritas to provide third-party inspection services for new highrise buildings being built within the Town of Flower Mound.
9. 2023 ALERRT Grant - Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 ALERRT Travel Assistance grant; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

K. REGULAR ITEM(S)

1. LDR22-0004 – Mandatory Sewer Connections - Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0004 – Mandatory Sewer Connections) by amending Chapter 90 "Subdivisions" and appendix A "Fee Schedule," to provide for an exception for mandatory sewer connections and make corrections to recently approved fee updates. (PZ recommended approval by a vote of 6 to 0 at its January 23, 2023, meeting.)

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission Task Force, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

1. The following boards will provide update reports at the May 18 work session:

All Together Flower Mound
Animal Services
Cultural Arts
Environmental Conservation
Parks
School Liaison
Transportation
Veterans Liaison

Other boards are excluded due to their quasi-judicial structure, specific scope of work, or other predetermined reporting timeline.

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. Legal issues associated with municipal boundary adjustment/annexation, and ESD and CCN service areas
 - e. Oncor transmission line, switch, and substation projects.
 - f. Sunrise Circle Development
- 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, and proposed Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.

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

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN

P. FUTURE AGENDA

- 1. Future agenda items

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: February 3, 2023, at 10:40 a.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 Regular Meeting



January 17, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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, Place 1
Brian Taylor, Place 3
Jim Engel, 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
Jimmy Hoefert, Environmental Review Analyst

Mayor France called the regular meeting to order at 06:00 p.m.

B. INVOCATION

Chaplain Mike Liles gave the 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."

Cub Scout Pack 62 led the pledges.

D. PRESENTATION(S)

1. None

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

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 name and address	Subject (as written on the form)
1.	Brad Ruthrauff, 3302 Pecan Meadows	Council
2.	Sabra Perdichizzi, no address provided	ADA Accessibility
3.	Ryan Anway, 10616 Sunrise Cir	Sunrise - Stonecrest
4.	Matthew Hurst, 4158 Meadowview Dr, Argyle, Tx	Sunrise/Stonecrest petitions

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

Mayor France recognized individuals from the audience who are enrolled in the Town's Citizen's Academy. He also announced the Historical Task Force Commission public input meeting is scheduled for the 18th.

Councilmember Schiestel announced that the non-profit business of She Supply, based in Flower Mound, has reached the one million mark for product distribution.

Several members of Council extended well wishes for a Happy New Year.

Deputy Mayor Pro Tem Martin announced the upcoming library book sale.

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
4. Legislative Update
Mr. Childers outlined the process the Town will follow in tracking bills generated from the Texas Legislature.

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).

There were no future agenda item request.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all members of council plan to attend the 1/19 and 2/6 meeting dates.

1. January 19 Work Session (Oncor transmission lines)
2. February 6 Regular Meeting
3. Discuss and consider having a Budget Priorities Work Session on Thursday, March 9 or 30.
Mr. Childers provided background information regarding the purpose of the work session. There was Council consensus to meet on March 30 for this purpose.

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.

ACTION: Councilmember Adam Schiestel moved to approve consent items J.1 - 12 as presented in the agenda caption. Deputy Mayor Pro Tem Ann Martin seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 12/19/22 - Consider approval of the minutes from a regular meeting of the Town Council; and Crime Control and Prevention District Special meeting on December 19, 2022.

2. Consider acceptance of signers and result of Local - Consider acceptance of signers and result of Local Option Election Petition.
3. Custodial Supplies - Consider approval of Omnia Partners Contract No. R211302 (TOWN 2023-37-A) for custodial supplies, breakroom, and related products, for all Town facilities in the estimated annual amount of \$125,000.
4. Vehicle Washing Equipment Upgrade - Consider approval of the purchase of vehicle washing equipment, supplies, and service in the amount of \$50,000 from Protech Service Company, LLC through a City of Dallas contract.
5. Consider approval for Apex Flooring Services to in - Consider approval for Apex Flooring Services to install new flooring surfaces and cove base in the entry vestibule, administration offices, employee break room, childcare center, chill zone, multipurpose rooms and Studio 61 at the Community Activity Center utilizing TIPS Contract 200201 for the total amount of \$152,634.50.
6. Fire Equipment Medical Vaults - Consider approval of Knox KeySecure 5 system and MedVault 2.5 for the amount of \$31,059.49 ; and authorization for the Mayor to execute same on behalf of the Town.
7. Median Nose Marking - 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 with the materials being used to mark the median noses throughout the Town; 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.
8. Tree Services Bid - Consider approval of the award of Best Value Bid No. 2023-12-A Tree Services to Looks Great Services of MS, Inc., and to establish an annual bid price contract for Tree Services throughout the Town in an annual estimated amount of \$50,000.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Glenwick Park Restroom - 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.
10. Cedarcrest Water Line - Consider approval of a Professional Services Agreement with Quiddity Engineering, LLC, for the design phase services associated with the Cedarcrest Water Line project, in the amount of

\$127,000.00; and authorization for the Mayor to execute same on behalf of the Town.

11. Chinn Chapel Soccer Complex - 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.
12. Recruitment Agreement - Consider approval of a recruitment agreement with Strategic Government Resources (SGR), for services related to a search for the Director of Information Technology in the amount not to exceed \$20,000; and authorize the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. TRP22-0023 - Pepper Creek Ranch Addition - Public Hearing to consider an application for a tree removal permit (TRP22-0023) for one (1) specimen tree on Lot 1, Block C of the Pepper Creek Ranch Addition subdivision. The property is located at 4424 Kimball Xing. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 3, 2023, meeting). Mr. Hoefert gave a presentation identifying or noting:

- Project information
- General and detailed location
- Tree survey
- Photo of the tree
- Legal consideration

and he responded to questions from Council regarding:

- How many trees in total will be removed, including the species
- Replanting requirements

Applicant Presentation

Curt Dubose, 4424 Kimball Crossing, Penta Via Custom Homes

Mr. Dubose gave a presentation identifying or noting:

- Home rendering
- Tree location decision

and he responded to questions from Council regarding:

- Landscape design and tree plantings

Mayor France opened the Public Hearing at 6:33 p.m. No one spoke. Mayor France closed the Public Hearing at 6:33 p.m.

Council Discussion

There was Council discussion regarding:
Concern regarding the number of trees being removed

ACTION: Councilmember Jim Engel moved to approve item K.1. as presented in the agenda caption. Councilmember Adam Schiestel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. Z22-0006 - Oakridge Lane - Public Hearing to consider an ordinance amending the zoning (Z22-0006- Oakridge Lane) from Interim Holding (IH) uses to Single Family District-10 (SF-10) uses. The property is generally located southwest of the intersection of Oakridge Lane and Ridgecrest Drive. (The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its January 9, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Zoning exhibit (4 lots)(request to change from interim holding to SF10)
- Site photos

and she, Ms. Kreh, Ms. Bruce, Mr. Childers, or Mr. Dalton responded to questions regarding:

- Did the Town fail to provide municipal services at the time of annexation
- Sewer line tie in as it relates to this project
- Impact on the adjacent neighborhood by going forward with this agenda item
- Clarification regarding zoning versus rezoning language
- Non conforming lots
- Emergency response impacts or fire hydrant requirements

Denisse Carrera, Den Stone Remodeling, Applicant, responded to questions from Council regarding:

- Situation with previous framing/concrete pour

- Zoning concerns by neighbors

Mayor France opened the public hearing at 6:39 p.m.

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	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.		Brooklyn Bernard, 10605 Sunrise Cir	Dennis Hepler, 10705 Sunrise Cir, sewer /water utilities
2.		Khosrow Sadeghian, 10137 Sunrise Cir	Matthew McCutcheon, 10309 Sunrise Cir, Zoning change request/sewer infrastructure
3.		Dana Ellsworth, 1419 Limerick Ct, Keller	Dakota Starnes, 4353 Meadow View Dr, Argyle (SF 5 rezoning request)
4.		Richard Pollic, on behalf of Kamy Investments, 2014 Wayford Pl, Arlington	Dana Ellsworth, 1419 Limerick Ct, Keller (Fire hydrant spacing concern)
5.		Dustin Atchisan, 10528 Sunrise Cir*	Jerry Hicks, 10700 Sunrise Cir, Argyle (sewer/water/SF 5)
6.			Celso Brionos, 10532 Sunrise Cir (sewer)

** Indicates person did not wish to speak*

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

There was Council discussion regarding how there are other issues that need to be addressed; however, unrelated to tonight's agenda item, and don't want to delay this project from moving forward.

Mr. Childers pointed out those other issues will be a February work session item.

ORDINANCE NO. 01-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE FLOWER MOUND CODE BY ADOPTING SF-10 SINGLE FAMILY DISTRICT-10 ZONING ON APPROXIMATELY 0.60 ACRES OF LAND BEING ALL OF LOTS 51, 52, 53,

AND 54 OF THE STONECREST SOUTH ADDITION IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Councilmember Brian Taylor moved to approve item K.2. as presented in the agenda caption. Mayor Pro Tem Sandeep Sharma seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. Agenda Packet Content - Discuss and consider Town Council agenda packet content.

Ms. Scott provided background information regarding the item.

There was Council discussion regarding:

- Possible content
- How many of the pages are drawings or legalease
- Some issues with new software
- Other city agenda content
- How the motion sometimes changes and toward the end of the page, and a summary page might be beneficial
- How the presentation slides are beneficial
- How the packet is too big for viewing on a phone, and an html version might be helpful
- Have the hyperlinks open on a different tab so you can refer to both

The overall feedback was to not make any changes to the agenda packet structure.

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.

No discussion.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 7:29 p.m. on January 17, 2023, 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.

1. Consultation with Town Attorney.
No action taken.
 - 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. Legal issues associated with municipal boundary adjustment/annexation, and ESD and CCN service areas
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.
No action taken.
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.
No action taken.
4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.
No action taken.
5. Annual Performance Review of Town Manager.
ACTION: Councilmember Jim Engel moved to approve an adjustment to the Town Manager's compensation package as discussed. Mayor Pro Tem Sandeep Sharma seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town

Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE TO REGULAR MEETING

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

The Town Council reconvened into an open meeting at 10:22 p.m. on January 17, 2023, to take action on the items as indicated.

O. ADJOURN

Mayor France adjourned the meeting at 10:23 p.m. on Tuesday, January 17, 2023, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



January 19, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

The Town Council met in a work session 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
James W. Childers, Town Manager
Bryn Meredith, Town Attorney (Item E1 only)
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Paul Henley, Fire Chief

B. INVOCATION

Mayor France gave the 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."

Mayor France led the pledges.

D. PUBLIC COMMENT

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

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- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

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 name and address	Subject (as written on the form)
1.	Todd Bayuk, 10845 Pedernales Falls Dr	Item E
2.	Kenneth Brown, 113211 Bull Head Ln	Oncor power lines
3.	Chris Drew, 5209 Ravine Ridge Ct	Oncor
4.	Danny Mitchell, 1901 Shoreline	Transmission lines
5.	Carmelita Teeter-Leehawit, 638 Forest Trl, Argyle	Item E
6.	Tim Whisenant, 2300 Olympia	Item E1
7.	Marsha Gavitt, 6501 Meadowcrest Ln	Historical structure
8.	Geoff Gabel, 6712 Elderberry	Oncor
9.	Mahesh Sirioeddy, 11133 Aspenleaf Dr, Argyle*	Oncor (opposition)
10.	Hope Morton, 3501 Northdale Ln, Northlake*	Oncor (opposition)
11.	Ana Linan De La Vega, 11351 Gable Cir	Oncor (opposition)
12.	Nora C Samano, 11313 Dusty Trail Ct	Oncor (opposition)
13.	Susan Gabel, 6712 Elderberry Way*	Oncor (opposition)
14.	Saurabh Shukla, 1537 Eagleton Ln, Northlake	Oncor (opposition)

** Indicates person did not wish to speak*

E. WORK SESSION ITEM

1. Presentation and discussion regarding the proposed Oncor Ramhorn Hill-Dunham 345 kV Transmission Line Project.

Mayor France provided remarks indicating that the Council had prepared questions for this item, and notes were taken during public comment. He also acknowledged representatives from the Army Corp of Engineers who were in the audience and pointed out that there was a meeting earlier today with Congressman Burgess on this topic, and in the interest of finding a solution for all the agencies involved.

Mayor France asked Steven Elk, Oncor Area Manager, to introduce their representatives and to offer an explanation regarding the need for the new routes and why they selected the proposed locations.

Mr. Elk introduced the following Oncor and legal representatives:
Seth Sampson, Ifeoluwa Adetoro, and Jaren Taylor (Vinson & Elkins LLP),

Mr. Taylor and Mr. Adetoro responded to questions or comments from Council regarding:

- What is driving the need for the additional lines
- If there is any flexibility regarding the timing
- What criteria do you look for when routes are suggested
- Overhead versus underground options for high transmission lines, including cost
- Easement right of way
- Feasibility for adding to the existing tower (some or all of the route)
- Route options, including what gets presented to the Public Utility Commission (PUC)
- How are they responding to the feedback received to date, including the option of including the Corp property
- Timing for filing the application with the PUC, and what does that look like, and how long the construction period will be
- How much time would it add to the project to go through the federal government for the Corp property option
- Tower height
- What is the impact on the Corp property should the transmission lines be placed there
- Voltage and amps
- Clarification regarding the purpose of the lines and more about the substation, including electrical infrastructure and timing
- Possible preservation of historical structures on the site
- Additional projects in the works
- Risk of power shortages prior to project completion
- Next steps Council could take prior to them going to the PUC
- At what point can they provide an updated map with more specific options they are pursuing
- Do any of the proposed routes include condemnation

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

- If the Town was to opt for the underground option, how would that be handled

2. Long-range Fire Operations discussion.

Mr. Childers provided background information on the item.

Chief Henley gave a presentation identifying or noting:

- Growth
- Needed FMFD Growth
- Station 6 constraints, including current and proposed drive times
- Furst Ranch
- ISO Needs
- Relocation of Station 3
- 4th ambulance
- Upcoming Capital Replacements (1-5 year outlook); Expenses
- Additional personnel needs

and he responded to questions from Council regarding:

- What is the reason for the increase in call volume
- Use of different types of transport vehicles to get EMTs to a scene quickly
- Use of assets and proposed model
- Replacement cycle for ambulances and trucks
- How does population density and building heights impact equipment needs
- Are there any disadvantages to having multi-use apparatus on a truck as opposed to being on one
- Station 6 timing

There was Council discussion regarding:

- Appreciate getting advanced knowledge of future needs

F. ADJOURN

Mayor France adjourned the work session at 7:55 p.m. and all were in favor.



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

DATE: February 6, 2023
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of a resolution calling for a general election to be held May 6, 2023, for the offices of Town Council Place 2 and Town Council Place 5, establishing procedures for the election; and providing an effective date.**

BACKGROUND: The Town's General Election will be held on the first Saturday in May in accordance with state law. Councilmembers Place 2 and 5 shall be elected at the General Election, and each for a three-year term.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed resolution calls for the May 6, 2023, election, and establishes the procedures for the election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$17,970

Proposed Expenditure/(Revenue)

\$12,720 (Denton County)

\$ 4,200 (Tarrant County) This amount has increased from \$400 to \$4,200 due to Tarrant County voters surpassing 500.

\$ 150 (Translation Services)

\$ 900 (newspaper publication)

Account Number(s):

100-610-10300-5110

100-610-10300-5110

100-610-10300-5110

100-610-10300-5040

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

ATTACHMENTS:

1. Calling Election Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. __23

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 6, 2023, FOR THE OFFICES OF TOWN COUNCIL PLACE 2 AND PLACE 5; ESTABLISHING PROCEDURES FOR THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, Section 41.001 of the Texas Election Code (the “Code”) specifies that the first Saturday in May shall be a “uniform election date” and that a general election of a town may be held on such day; and,

WHEREAS, state law and the charter of the Town of Flower Mound require that a general election be held; and,

WHEREAS, by this Resolution, it is the intention of the Town Council to officially call the general election and establish the election procedures for that election;

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

SECTION 1

GENERAL ELECTION CALLED. A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 6, 2023, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

COUNCIL MEMBER, PLACE 2 – For a three-year term ending May, 2026.

COUNCIL MEMBER, PLACE 5 – For a three-year term ending May, 2026.

Additionally, voting shall be conducted at the following locations:

1. Flower Mound Community Activity Center, 1200 Gerault Rd, Flower Mound, Texas 75028
2. Flower Mound Senior Center, 2701 West Windsor Dr, Flower Mound, Texas 75028

SECTION 2

APPLICATION FOR A PLACE ON THE BALLOT. Any eligible and qualified person shall have their name printed upon the official ballot as a candidate for the offices herein set forth by filing their sworn application with the Town Secretary not earlier than January 18, 2023, and not later than 5:00 p.m. on February 17, 2023. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 3

AGREEMENT WITH DENTON AND TARRANT COUNTIES. Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Code and other applicable statutes and laws.

SECTION 4

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

SECTION 5

(a) **EARLY VOTING- DENTON COUNTY.** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Denton County Joint Election Agreement ("Denton Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 24, 2023, and continuing through May 2, 2023, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on the following days and times:

Date	Time
Monday, April 24 – Saturday, April 30	8:00 a.m. – 5:00 p.m.
Sunday, April 30	11:00 a.m. – 5:00 p.m.
Monday, May 1 – Tuesday, May 2	7:00 a.m. – 7:00 p.m.

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy

between this resolution and the Denton Agreement as to early voting locations or times, the Denton Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: www.votedenton.gov; Phone: 940.349.3200; Fax: 940.349.3201; email: elections@dentoncounty.gov to be received not later than the close of business on April 25, 2023. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton Agreement.

(b) **EARLY VOTING - TARRANT COUNTY.** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement ("Tarrant Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 24, 2023, and continuing through May 2, 2023, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on the following days and times:

Date	Time
Monday, April 24 – Friday, April 28	8:00 a.m. – 5:00 p.m.
Saturday, April 29	7:00 a.m. – 7:00 p.m.
Sunday, April 30	10:00 a.m. – 4:00 p.m.
Monday, May 1 – Tuesday, May 2	7:00 a.m. – 7:00 p.m.

Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this resolution and the Tarrant Agreement as to early voting locations or times, the Tarrant Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas, 76111; Website: www.tarrantcounty.com/en/elections.html; Phone: 817.831.8683; Fax: 817.831.6118; Email: votebymail@tarrantcountytx.gov to be received not later than the close of business on April 25, 2023. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant Agreement.

(c) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The Presiding Election Judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The Presiding Election Judge, or the Alternative Election Judge, in the absence of the Presiding Election Judge, and the election clerks shall constitute the Early Voting Ballot Board to process early voting results from the election. The Presiding Election Judge and the Alternate Election Judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 6

(a) **METHOD OF VOTING - DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

(b) **METHOD OF VOTING - TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

SECTION 7

GOVERNING LAW AND QUALIFIED VOTERS. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 8

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the election shall be published in accordance with Chapter 4 (Sec 4.003) of the Code.

SECTION 9

RUN-OFF ELECTION. In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on June 10, 2023.

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS THE 6TH DAY OF FEBRUARY, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: February 6, 2023
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of an ordinance calling a bond election to be held May 6, 2023, for the purpose of submitting to the qualified voters a ballot proposition on whether to construct a tennis center with general obligation bonds in the amount of \$7,500,000; resolving other matters incident and related to such election, and providing a publication of notice.**

BACKGROUND: In April 2022, the Parks & Recreation Department presented to the Town Council a Tennis Center (Center) Feasibility Study. During 2022, the Town Council was presented with funding option considerations. At the December 15, 2022, Town Council meeting, staff received direction to place the Center on the election ballot as a proposition for the citizens' consideration. The attached Order will call for an election to place the Center as Proposition A on May 6, 2023, General Election.

The Center is projected to cost approximately \$15,000,000. The funding will be a combination of \$7,500,000 from general obligation bond proceeds and \$7,500,000 of cash contributions from the proposed fund balances of the General Fund, the 4B Sales Tax Fund and the Park Development Fund. Debt service of the bonds will be funded with a blend of 4B Sales Tax and ad valorem tax revenues.

An informational publication will be sent to Flower Mound residents utilizing the utility billing customer database describing the Center's details, location, costs and the funding of the bonds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$25,000.00

Proposed Expenditure/(Revenue)

\$25,000.00 (informational mailer/newspaper)

Account Number(s):

100-650-51000-5040

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed ordinance. No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Town of Flower Mound Bond Election Draft Ordinance

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

ORDINANCE NO. _____

**AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE
TOWN OF FLOWER MOUND, TEXAS; AND RESOLVING OTHER
MATTERS INCIDENT AND RELATED TO SUCH ELECTION**

* * * * *

WHEREAS, the Town Council (the “Council”) of the Town of Flower Mound, Texas (the “Town”), hereby finds and determines that an election should be held to determine whether the Council shall be authorized to issue general obligation bonds of the Town in the amount and for the purpose hereinafter identified (the “Election”); and

WHEREAS, the Council hereby finds and determines that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purpose hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the Town; now, therefore,

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

SECTION 1. The Election shall be held in the Town of Flower Mound, Texas on the 6th day of May, 2023 (“Election Day”), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this ordinance (the “Ordinance”), for the purpose of submitting the following proposition to the qualified voters of the Town:

PROPOSITION A

“Shall the Town Council of the Town of Flower Mound, Texas, be authorized to issue general obligation bonds of the Town in the principal amount of \$7,500,000 for permanent public improvements and public purposes, to-wit: designing, constructing, improving, and equipping park and recreation facilities, to-wit: a community tennis center and acquiring lands, interests in lands, and rights-of-way related thereto; such bonds to mature serially or otherwise over a period not to exceed 30 years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the Town Council at the time of issuance of the bonds; and whether the Town Council of the Town shall be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in the Town sufficient to pay the principal of and interest on the bonds?”

SECTION 2. The election shall be conducted by the Denton County Elections Department (the “Denton County Elections Administrator”) for that portion of the Town located in Denton County and the Tarrant County Elections Department (the “Tarrant County Elections Administrator” and together with the Denton County Elections Administrator, the “Election Administrators”) for that portion of the Town located in Tarrant County, in accordance with the provisions of the respective Denton County Election Contract and Tarrant County Election Contract (jointly, the “Contracts”).

On Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m. at the locations designated by the Election Administrators in accordance with the Contracts. The locations of such polling places on Election Day are set forth in **Exhibit A** which is attached hereto and incorporated herein by reference as a part of this Ordinance for all purposes. **Exhibit A** shall be modified to include additional or different Election Day polling places designated by the Election Administrators and to conform to the Contracts.

SECTION 3. With respect to that portion of the Town located in Denton County, the locations, dates and times for early voting for this election shall be as shown in **Exhibit B-1**, which is attached hereto and incorporated herein by reference as a part hereof for all purposes. Frank Phillips, Denton County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Denton County Election Contract.

With respect to that portion of the Town located in Tarrant County, the locations, dates and times for early voting for this election shall be as shown in **Exhibit B-2**, which is attached hereto and incorporated herein by reference as a part hereof for all purposes. Heider Garcia, Tarrant County Elections Administrator, is hereby appointed as early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Tarrant County Election Contract.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contracts.

SECTION 4: With respect to voters of the Town residing in Denton County, the Central Counting Station for the tabulation and counting of ballots for this election shall be located at the Office of the Elections Department, 701 Kimberly Drive, Suite A10, Denton, Texas 76208 and the Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at such Central Counting Station shall be determined, appointed and designated in accordance with the agreement with the Denton County Elections Department. The Manager and Presiding Judge of such Central Counting Station may appoint clerks to serve at such Station, as provided by Texas Election Code, Section 127.006, as amended.

With respect to voters of the Town residing in Tarrant County, the Central Counting Station for the tabulation and counting of ballots for this election shall be located at the Tarrant County Election Department, 2700 Premier Street, Fort Worth, Texas and the Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at such Central Counting Station shall be determined, appointed and designated in accordance with the agreement with the Tarrant

County Elections Department. The Manager and Presiding Judge of such Central Counting Station may appoint clerks to serve at such Station, as provided by Section 127.006 of the Election Code, as amended.

SECTION 5: A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting. Such voting system shall comply with Texas and federal laws establishing the requirement for a voting system that is equipped for disabled individuals. Pursuant to Section 61.012, as amended, Texas Election Code, the Elections Administrators shall provide at least one accessible voting system in each polling place used in the Election.

SECTION 6. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid proposition which shall appear on the ballot substantially as follows:

PROPOSITION A

“THE ISSUANCE OF \$7,500,000 GENERAL OBLIGATION BONDS FOR PARK AND RECREATION FACILITIES, TO-WIT: A COMMUNITY TENNIS CENTER AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”

SECTION 7. All resident qualified voters of the Town shall be permitted to vote at the Election. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may be required by any other law. To the extent required by law, all materials and proceedings relating to the Election shall be printed in English, Spanish and Vietnamese.

SECTION 8. Notice of election, including a Spanish and Vietnamese translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the Town, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Ordinance and the voter information document as shown in **Exhibit C**, including a Spanish and Vietnamese translation thereof, shall be posted (i) at Town Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the Town not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the Town’s internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the Town’s internet website not less than 21 days prior to Election Day.

SECTION 9. In accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the Town, as of the date of the adoption of this Ordinance, had outstanding an aggregate principal amount of debt equal to \$149,350,000; the aggregate amount of the interest owed on such Town debt obligations, through respective maturity, totaled \$42,694,628; and the Town levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.0441

per \$100 of taxable assessed valuation. Based on the bond market conditions on the date of the adoption of this Ordinance, the maximum interest rate for any series of bonds authorized at the Election is 5.00% (expressed as a net effective interest rate applicable to any such series of bonds). The bonds that are the subject of this Election shall mature serially or otherwise overall a specified number of years (not more than 30 years from their date of issuance), though the Town estimates that, based on current bond market conditions, such bonds will amortize over a 20-year period from their respective date of issue. The foregoing estimated interest rate and amortization period are only estimates, provided for Texas statutory compliance, and do not serve as a cap on the interest rate or the amortization period for bonds that are the subject of the Election.

SECTION 10. The Council authorizes the Mayor, the Town Manager, or their respective designee of either of such parties, to make such modifications to this Ordinance that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein. By incorporating all essential terms necessary for a joint election agreement, this Ordinance is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the Council. To the extent needed or desirable, the Administrators are hereby appointed as joint custodians of voted ballots in their respective County for the purposes of Section 31.096, as amended, Texas Election Code.

SECTION 11. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 12. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 13. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 14. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 15. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption.

* * * *

PASSED, APPROVED, and ADOPTED on the 6th day of February, 2023.

TOWN OF FLOWER MOUND, TEXAS

Mayor

ATTEST:

Town Secretary

(TOWN SEAL)

Exhibit A

DENTON COUNTY ELECTION DAY PRECINCT AND POLLING INFORMATION

Election Day: Saturday, May 6, 2023

Election Day Polling Locations open from 7 a.m. to 7 p.m.

Voters will be able to cast their ballots on election day at the polling places identified in the Denton County Election Contract and at the Denton County website at: www.votedenton.gov.

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TARRANT COUNTY ELECTION DAY POLLING INFORMATION*

Election Day: Saturday, May 6, 2023

Election Day Polling Locations open from 7 a.m. to 7 p.m.

*Tarrant County participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters of the Town of Flower Mound, Texas who reside in Tarrant County will be able to cast their Election Day ballots at any of the Vote Centers in Tarrant County identified below and on Tarrant County's website at:
www.tarrantcounty.com/en/elections.html

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtice and Curtis Larson Elementary School	2620 Avenue K	Grand Prairie, TX 75050
Asia Times Square	2625 West Pioneer Parkway	Grand Prairie, TX 75051
James Starrett Elementary School	2675 Fairmont Drive	Grand Prairie, TX 75052
Anna May Daulton Elementary School	2607 North Grand Peninsula Drive	Grand Prairie, TX 75054
Kenneth Davis Elementary School	900 Eden Road	Arlington, TX 76001
R. F. Patterson Elementary School	6621 Kelly Elliott Road	Arlington, TX 76001
Janet Brockett Elementary School	810 Dove Meadows Drive	Arlington, TX 76002
MISD Student Nutrition Department	1151 Mansfield Webb Road	Arlington, TX 76002
Sherrod Elementary School	2626 Lincoln Drive	Arlington, TX 76006
Elzie Odom Athletic Center	1601 Northeast Green Oaks Boulevard	Arlington, TX 76006
Dora E. Nichols Junior High School	2201 Ascension Boulevard	Arlington, TX 76006
Meadowbrook Recreation Center	1400 Dugan Street	Arlington, TX 76010
Tarrant County Sub-Courthouse in Arlington	700 East Abram Street	Arlington, TX 76010
Arlington ISD Dan Dipert Career & Technical Center	2101 Browning Drive	Arlington, TX 76010
John Webb Elementary School	1200 North Cooper Street	Arlington, TX 76011
Berta May Pope Elementary School	901 Chestnut Drive	Arlington, TX 76012
Shackelford Junior High School	2000 North Fielder Road	Arlington, TX 76012
Town of Pantego Council Chambers	1614 South Bowen Road	Pantego, TX 76013
South Davis Elementary School	2001 South Davis Drive	Arlington, TX 76013
C. C. Duff Elementary School	3100 Lynnwood Drive	Arlington, TX 76013
Bailey Junior High School	2411 Winewood Lane	Arlington, TX 76013
Atherton Elementary School	2101 Overbrook Drive	Arlington, TX 76014
Bob Duncan Center	2800 South Center Street	Arlington, TX 76014
Floyd Gunn Junior High School / Fine Arts and Dual Language Academy	3000 South Fielder Road	Arlington, TX 76015
Dalworthington Gardens City Hall	2600 Roosevelt Drive	Dalworthington Gardens, TX 76016
Charles W. Young Junior High School	3200 Woodside Drive	Arlington, TX 76016
Ruth Ditto Elementary School	3001 Quail Lane	Arlington, TX 76016

Miller Elementary School	6401 West Pleasant Ridge Road	Arlington, TX 76016
Truett Boles Junior High School	3900 Southwest Green Oaks Boulevard	Arlington, TX 76017
Corey Academy	5200 Kelly Elliott Road	Arlington, TX 76017
City of Arlington South Service Center	1100 Southwest Green Oaks Boulevard	Arlington, TX 76017
Fitzgerald Elementary School	5201 Creek Valley Drive	Arlington, TX 76018
L. R. Bebensee Elementary School	5900 Inks Lake Drive	Arlington, TX 76018
Ferguson Education Center	600 Southeast Green Oaks Boulevard	Arlington, TX 76018
Pelican Bay City Hall	1300 Pelican Circle	Pelican Bay, TX 76020
Azle ISD Instructional Support Center	483 Sandy Beach Road, Suite C	Azle, TX 76020
Pat May Center	1849-B Central Drive	Bedford, TX 76022
Precinct One Garage	800 East Rendon Crowley Road	Burleson, TX 76028
Tarver Rendon Elementary School	6065 Retta Mansfield Road	Burleson, TX 76028
Colleyville Public Library	110 Main Street	Colleyville, TX 76034
Crowley 9th Grade Campus	1016 FM 1187	Crowley, TX 76036
Eules Family Life Senior Center	300 West Midway Drive	Eules, TX 76039
St. John Missionary Baptist Church	3324 House Anderson Road	Eules, TX 76040
Grapevine Public Library	1201 Municipal Way	Grapevine, TX 76051
Sendera Ranch Elementary School	1216 Diamondback Lane	Haslet, TX 76052
Legacy Learning Center Northwest ISD	501 School House Road	Haslet, TX 76052
Brookside Center	1244 Brookside Drive	Hurst, TX 76053
Kennedale Community Center	316 West 3rd Street	Kennedale, TX 76060
Mansfield Sub-Courthouse	1100 East Broad Street	Mansfield, TX 76063
Dr. Jim Vaszauskas Center for the Performing Arts	1110 West Debbie Lane	Mansfield, TX 76063
J. L. Boren Elementary School	1401 Country Club Drive	Mansfield, TX 76063
Vernon Newsom Stadium	3700 East Broad Street	Mansfield, TX 76063
Southlake Town Hall	1400 Main Street	Southlake, TX 76092
Tarrant County Plaza Building	201 Burnett Street	Fort Worth, TX 76102
Greenway Church	1816 Delga Street	Fort Worth, TX 76102
Trinity Terrace	1600 Texas Street	Fort Worth, TX 76102
Christ Cathedral Church	3201 Purington Avenue	Fort Worth, TX 76103
Sagamore Hill Elementary School	701 South Hughes Avenue	Fort Worth, TX 76103
Victory Temple Worship Center	2001 Oakland Boulevard	Fort Worth, TX 76103
Van Zandt-Guinn Elementary School	600 Kentucky Avenue	Fort Worth, TX 76104
Community Christian Church Education Building	1720 Vickery Boulevard East	Fort Worth, TX 76104
Southside Community Center	959 East Rosedale Street	Fort Worth, TX 76104
Carroll Peak Elementary School	1201 East Jefferson Avenue	Fort Worth, TX 76104
Morningside Elementary School	2601 Evans Avenue	Fort Worth, TX 76104
Fire Station Community Center	1601 Lipscomb Street	Fort Worth, TX 76104
D. McRae Elementary School	3316 Avenue N	Fort Worth, TX 76105
Sycamore Recreation Center	2525 East Rosedale Street	Fort Worth, TX 76105
William M. McDonald YMCA	2701 Moresby Street	Fort Worth, TX 76105
S. S. Dillow Elementary School	4000 Avenue N	Fort Worth, TX 76105
Iglesia Palabra de Amor	3402 Northwest 28th Street	Fort Worth, TX 76106
Diamond Hill/Jarvis Branch Library	1300 Northeast 35th Street	Fort Worth, TX 76106
International Newcomer Academy	3813 Valentine Street	Fort Worth, TX 76107
Como Community Center	4660 Horne Street	Fort Worth, TX 76107

North Hi Mount Elementary School	3801 West 7th Street	Fort Worth, TX 76107
Jo Kelly School	201 North Bailey Avenue	Fort Worth, TX 76107
White Settlement ISD Administration Building	401 South Cherry Lane	Fort Worth, TX 76108
Lakeside Town Hall	9830 Confederate Park Road	Lakeside, TX 76108
Brewer High School	1025 West Loop 820 North	Fort Worth, TX 76108
Blue Haze Elementary School	601 Blue Haze Drive	Fort Worth, TX 76108
McLean 6th Grade School	3201 South Hills Avenue	Fort Worth, TX 76109
Southcliff Baptist Church	4100 Southwest Loop 820	Fort Worth, TX 76109
Tanglewood Elementary School	3060 Overton Park Drive West	Fort Worth, TX 76109
Southwest Regional Library	4001 Library Lane	Fort Worth, TX 76109
E. M. Daggett Elementary School	958 Page Avenue	Fort Worth, TX 76110
Lily B. Clayton Elementary School	2000 Park Place Avenue	Fort Worth, TX 76110
R. L. Paschal High School	2911 Forest Park Boulevard	Fort Worth, TX 76110
George C. Clarke Elementary School	3300 South Henderson Street	Fort Worth, TX 76110
Worth Heights Community Center	3551 New York Avenue	Fort Worth, TX 76110
Richard J. Wilson Elementary School	900 West Fogg Street	Fort Worth, TX 76110
Worth Heights Elementary School	519 East Butler Street	Fort Worth, TX 76110
Victory Forest Community Center	3427 Hemphill Street	Fort Worth, TX 76110
Versia L. Williams Elementary School	901 Baurline Street	Fort Worth, TX 76111
Andrew "Doc" Session Community Center	201 South Sylvania Avenue	Fort Worth, TX 76111
Riverside Community Center	3700 East Belknap Street	Fort Worth, TX 76111
Oakhurst Elementary School	2700 Yucca Avenue	Fort Worth, TX 76111
Springdale Elementary School	3207 Hollis Street	Fort Worth, TX 76111
Riverside Applied Learning Center	3600 Fossil Drive	Fort Worth, TX 76111
Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth, TX 76112
First Jefferson Unitarian Universalist Church	1959 Sandy Lane	Fort Worth, TX 76112
Martin Luther King Community Center	5565 Truman Drive	Fort Worth, TX 76112
Eastern Hills High School	5701 Shelton Street	Fort Worth, TX 76112
Paul Laurence Dunbar High School	5700 Ramey Avenue	Fort Worth, TX 76112
Atwood McDonald Elementary School	1850 Barron Lane	Fort Worth, TX 76112
St. Matthew United Methodist Church	2414 Hitson Lane	Fort Worth, TX 76112
Legacy Fellowship Church	5320 Norma Street	Fort Worth, TX 76112
East Regional Library	6301 Bridge Street	Fort Worth, TX 76112
River Oaks United Methodist Church	4800 Ohio Garden Road	River Oaks, TX 76114
Sansom Park City Hall	5705 Azle Avenue	Sansom Park, TX 76114
Westworth Village City Hall	311 Burton Hill Road	Westworth Village, TX 76114
River Oaks Annex	4900 River Oaks Boulevard	River Oaks, TX 76114
James Avenue Service Center	5001 James Avenue	Fort Worth, TX 76115
Carter Park Elementary School	1204 East Broadus Avenue	Fort Worth, TX 76115
Hubbard Heights Elementary School	1333 West Spurgeon Street	Fort Worth, TX 76115
Agape Baptist Church	3900 Southwest Boulevard	Fort Worth, TX 76116
R. D. Evans Community Center	3242 Lackland Road	Fort Worth, TX 76116

Country Inn & Suites	2730 South Cherry Lane	Fort Worth, TX 76116
Harvest United Methodist Church	6036 Locke Avenue	Fort Worth, TX 76116
Haltom City Library	4809 Haltom Road	Haltom City, TX 76117
Haltom City Senior Center	3201 Friendly Lane	Haltom City, TX 76117
First Baptist Hurst at the Trails	9208 Trammel Davis Road	Fort Worth, TX 76118
Richland Hills City Hall	3200 Diana Drive	Richland Hills, TX 76118
Beth Eden Missionary Baptist Church	3208 Wilbarger Street	Fort Worth, TX 76119
Bradley Center	2601 Timberline Drive	Fort Worth, TX 76119
Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth, TX 76119
W. M. Green Elementary School	4612 David Strickland Road	Fort Worth, TX 76119
Sunrise-McMillian Elementary School	3409 Stalcup Road	Fort Worth, TX 76119
A. M. Pate Elementary School	3800 Anglin Drive	Fort Worth, TX 76119
Glen Park Elementary School	3601 Pecos Street	Fort Worth, TX 76119
Central Bible Church - The Connection	8200 Anderson Boulevard	Fort Worth, TX 76120
Meadowcreek Elementary School	2801 Country Creek Lane	Fort Worth, TX 76123
Blue Mound Community Center	1824 Fagan Drive	Blue Mound, TX 76131
Northbrook Elementary School	2500 Cantrell Sansom Road	Fort Worth, TX 76131
Chisholm Ridge Elementary School	8301 Running River Lane	Fort Worth, TX 76131
Sonny and Allegra Nance Elementary School	701 Tierra Vista Way	Fort Worth, TX 76131
Hyatt Place Fort Worth / Cityview	5900 Cityview Boulevard	Fort Worth, TX 76132
Oakmont Elementary School	6651 Oakmont Trail	Fort Worth, TX 76132
St. Matthew's Lutheran Church	5709 Wedgwood Drive	Fort Worth, TX 76133
Westminster Presbyterian Church	7001 Trail Lake Drive	Fort Worth, TX 76133
Bruce Shulkey Elementary School	5533 Whitman Avenue	Fort Worth, TX 76133
Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth, TX 76133
Trinity Cumberland Presbyterian Church	7120 West Cleburne Road	Fort Worth, TX 76133
Genesis United Methodist Church	7635 South Hulen Street	Fort Worth, TX 76133
Greenbriar Elementary School	1605 Grady Lee Street	Fort Worth, TX 76134
New Hope Fellowship	6410 South Freeway	Fort Worth, TX 76134
Edgecliff Village Community Center	1605 Edgecliff Road	Edgecliff Village, TX 76134
Highland Hills Community Center	1600 Glasgow Road	Fort Worth, TX 76134
St. Luke Cumberland Presbyterian Church	1404 Sycamore School Road	Fort Worth, TX 76134
Parkway Elementary School	1320 West Everman Parkway	Fort Worth, TX 76134
Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth, TX 76135
Bluebonnet Elementary School	7000 Teal Drive	Fort Worth, TX 76137
Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth, TX 76137
Hillwood Middle School	8250 Parkwood Hill Boulevard	Fort Worth, TX 76137
Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill, TX 76140
Everman Civic Center	213 North Race Street	Everman, TX 76140
Watauga City Hall	7105 Whitley Road	Watauga, TX 76148
Candlewood Suites Hotel	4200 Reggis Court	Fort Worth, TX 76155
M. G. Ellis	215 Northeast 14th Street	Fort Worth, TX 76164
J. P. Elder Middle School	709 Northwest 21st Street	Fort Worth, TX 76164
Northside Community Center	1100 Northwest 18th Street	Fort Worth, TX 76164
Eagle Mountain Elementary School	9700 Morris Dido Newark Road	Fort Worth, TX 76179

John Ed Keeter Public Library	355 West McLeroy Boulevard	Saginaw, TX 76179
Northwest Branch Library	6228 Crystal Lake Drive	Fort Worth, TX 76179
North Richland Hills City Hall	4301 City Point Drive	North Richland Hills, TX 76180
North Richland Hills Public Library	9015 Grand Avenue	North Richland Hills, TX 76180
Former Bursey Road Senior Adult Center	7301 Bursey Road	North Richland Hills, TX 76182
Golden Triangle Branch Library	4264 Golden Triangle Boulevard	Fort Worth, TX 76244
Woodland Springs Elementary School	12120 Woodland Springs Drive	Fort Worth, TX 76244
Northpark YMCA	9100 North Beach Street	Fort Worth, TX 76244
Bear Creek Intermediate School	801 Bear Creek Parkway	Keller, TX 76248
Shady Grove Elementary School	1400 Sarah Brooks Drive	Keller, TX 76248
Town of Westlake	1500 Solana Boulevard, Building 7, Suite 7100	Westlake, TX 76262
Trophy Club Town Hall	1 Trophy Wood Drive	Trophy Club, TX 76262
John M. Tidwell Middle School	3937 Haslet-Roanoke Road	Roanoke, TX 76262

Exhibit B-1

DENTON COUNTY EARLY VOTING LOCATIONS, DATES AND HOURS

Early voting begins Monday, April 24, 2023, and ends on Tuesday, May 2, 2023.

Dates/Times

Monday, April 24 – Saturday, April 30	8:00 a.m. – 5:00 p.m.
Sunday, April 30	11:00 a.m. – 5:00 p.m.
Monday, May 1 – Tuesday, May 2	7:00 a.m. – 7:00 p.m.

Main Early Voting Location

Denton County Elections Administration
701 Kimberly Dr., Ste. A111
Denton, TX 76208

Town voters who reside in Denton County may vote at the main early voting location and at any of the early voting locations provided in the Denton County Election Contract or at www.votedenton.gov.

Early Voting By Mail

Applications for voting by mail should be received (not post marked) no later than the close of business (5:00 p.m.) on Tuesday, April 25, 2023. Applications should be sent to:

Early Voting Clerk
PO Box 1720,
Denton, Texas 76202
fax: 940-349-3201
email: elections@dentoncounty.gov

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

Exhibit B-2

TARRANT COUNTY EARLY VOTING LOCATIONS, DATES AND HOURS

Early voting begins Monday, April 24, 2023, and ends on Tuesday, May 2, 2023.

Dates/Times

April (Abril) (Tháng Tư) 24 - 28	Monday - Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
April (Abril) (Tháng Tư) 29	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
April (Abril) (Tháng Tư) 30	Sunday (Domingo) (Chủ Nhật)	10:00 a.m. – 4:00 p.m.
May (Mayo) (Tháng Năm) 1 - 2	Monday – Tuesday (Lunes – Martes) (Thứ Hai – Thứ Ba)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB - Portable Building (edificio móvil) (Nhà Di Động) C	2100 Southeast Parkway	Arlington	76018
7	Azle ISD Instructional Support Center	483 Sandy Beach Road, Suite C	Azle	76020
8	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
9	Blue Mound Community Center	1824 Fagan Drive	Blue Mound	76131
10	Colleyville Public Library	110 Main Street	Colleyville	76034
11	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
12	Eules Family Life Senior Center	300 W Midway Drive	Eules	76039
13	Everman Civic Center	213 N Race Street	Everman	76140
14	Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	76140
15	Como Community Center	4660 Horne Street	Fort Worth	76107
16	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
17	Golden Triangle Branch Library	4264 Golden Triangle Boulevard	Fort Worth	76244
18	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
19	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
20	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
21	Northside Community Center	1100 NW 18 th Street	Fort Worth	76164

22	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
23	Southwest Regional Library	4001 Library Lane	Fort Worth	76109
24	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
25	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
26	Tarrant County Elections Center <i>Main Early Voting Site</i> <i>(Principal sitio de votación adelantada)</i> <i>(Trung Tâm Bầu Cử Sớm)</i>	2700 Premier Street	Fort Worth	76111
27	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
28	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
29	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
30	Grapevine Public Library	1201 Municipal Way	Grapevine	76051
31	Haltom City Library	4809 Haltom Road	Haltom City	76117
32	Haltom City Senior Center	3201 Friendly Lane	Haltom City	76117
33	Legacy Learning Center Northwest ISD	501 School House Road	Haslet	76052
34	Brookside Center	1244 Brookside Drive	Hurst	76053
35	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
36	Kennedale Community Center	316 W 3rd Street	Kennedale	76060
37	Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
38	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
39	Vernon Newsom Stadium	3700 E Broad Street	Mansfield	76063
40	Former Bursey Road Senior Adult Center	7301 Bursey Road	N Richland Hills	76182
41	North Richland Hills Public Library	9015 Grand Avenue	N Richland Hills	76180
42	River Oaks Annex <i>Old Library Building</i>	4900 River Oaks Boulevard	River Oaks	76114
43	Former Eagle Mountain-Saginaw ISD Building	1600 N Old Decatur Road	Saginaw	76179
43	Southlake Town Hall	1400 Main Street	Southlake	76092
44	White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

Town voters who reside in Tarrant County may vote at the main early voting location or at any of the additional early voting locations provided in the Tarrant County Election Contract or at www.tarrantcounty.com/en/elections.html

Early Voting By Mail

Applications for voting by mail should be received (not post marked) no later than the close of business (5:00 p.m.) on Tuesday, April 25, 2023. Applications should be sent to:

Tarrant County Elections
PO Box 961011
Fort Worth, Texas 76161
fax: 817-850-2344
email: votebymail@tarrantcounty.com

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

EXHIBIT C
VOTER INFORMATION DOCUMENT

Town of Flower Mound Proposition A:

☐ FOR (a favor)	“THE ISSUANCE OF \$7,500,000 GENERAL OBLIGATION BONDS FOR PARK AND RECREATION FACILITIES, TO-WIT: A COMMUNITY TENNIS CENTER AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.”
☐ AGAINST (en contra)	

principal of debt obligations to be authorized	\$7,500,000
estimated interest for the debt obligations to be authorized presuming an interest rate of 5.00%	\$4,413,250
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized if amortized over 20 years	\$11,913,250
as of the date the election was ordered, principal of all outstanding debt obligations	\$149,350,000
as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$42,694,628
estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 20 years	\$192,044,628
estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved. In calculating the tax impact on a residence homestead, the Town of Flower Mound, Texas applied a 10% homestead exemption. The Town did not apply any other exemptions in connection with this calculation. A homeowner may qualify for exemptions not considered in calculating the tax impact, such as exemptions for the elderly and disabled. This figure assumes the amortization of the Town’s debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the Town; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.	\$4.05

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

DATE: February 6, 2023
FROM: Shane Jennings, Assistant Chief of Police
ITEM: **Consider approval to replace the audio video hardware for the Police Department from Data Projections for an amount not to exceed \$75,000.**

BACKGROUND: The audio video systems currently being used by the police department in the training and conference rooms are either nonexistent or have become very unstable and otherwise outdated. Evaluation by the Facilities and Information Technology Divisions has determined the current system's hardware has degraded with poor audio quality, low video resolution and antiquated presenting equipment.

Flower Mound PD relies heavily on AV systems to properly present training materials and hold administrative functions. Should the equipment not be replaced, the police department may have to cancel or avoid hosting important training and administrative functions necessary for the successful daily operation of police services.

Data Projections has provided the cost to replace the audio video equipment and install new wiring, hardware, tech support, and commissioning of the systems. Data Projections has successfully installed AV systems in several town buildings. This expenditure was approved in the 2022-2023 FY budget, and the request is to proceed with the purchase and installation of necessary equipment to facilitate our AV technology needs in these areas.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$73,625.81

Proposed Expenditure/(Revenue)
\$73,625.81

Account Number(s):
318-560-43500-6090

LEGAL REVIEW: N/A

ATTACHMENTS:

1. AV Data Projections Quote

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



DATA
PROJECTIONS

Police Station AV Upgrades

Quote Number: 12086

Contract Number: TIPS 210101

Date: 01/12/2023

Prepared for:

Town Of Flower Mound

Jeff Garner



Thank you for allowing Data Projections the opportunity to present this solution.

As a leading audiovisual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual command and control systems
- College and university classrooms, lecture halls, and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital, and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Data Projections, Inc.



Summary

Data Projections (DPI) will upgrade the AV systems in 5 meeting rooms at the Flower Mound Police department. Conference Room B and the Chief's Conference room will be equipped to accommodate videoconferencing via Teams as well as other VC applications through connectivity to owner furnished in-room PC's as well as connectivity through wireless Clickshare Conference systems for laptops. Training Rooms A and B will be equipped with system that enable users to share content locally to viewers in the room using either the in-room PC or a laptop via a Clickshare wireless presentation system. The Briefing room will be equipped to enable users to share content from the in-room PC to the wall-mounted display

System Description

Conference Room B (Room 1) An owner furnished PC will provide Microsoft Teams functionality and will be default source in the room for local presentations and videoconferencing. The existing Logitech Meetup system will provide room audio along with camera and microphone coverage for users in the room to participate in videoconferencing applications on the in-room PC, and the new Clickshare Conference system will enable users to do so wirelessly as well using their laptops or other compatible devices. The existing credenza at the head of the room will be used to house the new hardware and provide a station for users to place their laptops when connected to the system. The system will be configured with a Biamp wall controller which will enable users to select between sources. The room will reuse its existing Dell 70" monitor.

Training Room B (Room 2) An owner furnished PC will be the default source in the room for local presentations, and a Clickshare presentation system will enable users to present content wirelessly from their laptops or other compatible devices. JBL ceiling speakers will provide room audio. A new 98" Samsung display will replace the existing projector and screen and 1 additional 65" Samsung display will be installed on an articulating mount on one of the the side walls for additional in-room visual presentation support for viewers at the rear of the room. A new credenza will be installed at the front of the room to house the new hardware and provide a station for users to place their laptops when connected to the system. The system will be configured with a Biamp wall controller which will enable users to select between sources.

Training Room A (Room 3) A new 65" display will be installed in place of the the existing display and soundbar system, which will be removed from this room so that they can be repurposed elsewhere. On the opposite wall, a new 98" Samsung display will be installed to serve as the primary display for presenting content in the room, with the smaller 65" serving as a confidence monitor for the instructor in the room. An owner furnished PC will be the default source in the room for local presentations, and a Clickshare presentation system will enable users to present content wirelessly from their laptops or other compatible devices. JBL ceiling speakers will provide room audio. A new credenza will be installed to house the new hardware and provide a station for users to place their laptops when connected to the system. The system will be configured with a Biamp wall controller which will enable users to select between sources.

Chief's Conference Room (Room 4) An owner furnished PC will provide Microsoft Teams functionality and will be default source in the room for local presentations and videoconferencing. A Logitech Rally Bar Mini system will provide room audio along with camera and microphone coverage for users in the room to participate in videoconferencing applications on the in-room PC, and the new Clickshare Conference system will enable users to do so wirelessly as well using their laptops or other compatible devices. The existing credenza at the head of the room will be used to house the new hardware and provide a station for users to place their laptops when connected to the system. The system will be configured with a Biamp wall controller which will enable users to select between sources. The room will reuse its existing Dell 70" monitor.

Briefing Room (Room 5) An owner furnished PC will be the default source in the room for local presentations, and a Clickshare presentation system will enable users to present content wirelessly from their laptops or other compatible devices. The 70" display currently located in Training Room A will be relocated in this room, replacing the existing projector/screen. The system will be configured with a Biamp wall controller which will provide volume and basic room control. New ceiling speakers will provide audio coverage for the audience in the room while minimizing bleed-over into other nearby spaces through the open plenum space above the ceiling.



BRIEFING ROOM - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
R9861511US	BARCO	CLICKSHARE C-10 WIRELESS PRESENTATION SYSTEM	1.00	\$1,305.00	\$1,305.00
AD-USB3/AC	KRAMER	USB 3.0 C FEMALE TO USB 3.0 A MALE ADAPTER	1.00	\$5.89	\$5.89
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTROL SYSTEM					
IMPERA UNIFORM	BIAMP	8-BUTTON E-INK CONTROL PAD WITH ETHERNET	1.00	\$357.14	\$357.14
SW-100-04P	LUXUL	4-PORT GIGABIT UNMANAGED POE+ SWITCH	1.00	\$94.05	\$94.05
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDWARE					
HDPMM10F	LIBERTY	10' KINETIC SERIES PREMIUM HIGH-SPEED HDMI CABLE, CERTIFIED 18G	2.00	\$18.33	\$36.66
BRIEFING ROOM - HARDWARE SUBTOTAL:					\$1,798.74

BRIEFING ROOM - SERVICES

Installation Services Details	TOTAL PRICE
INSTALLATION LABOR	\$1,200.00
PROJECT MANAGEMENT	\$900.00
DESIGN/ENGINEERING	\$787.50
PROGRAMMING LABOR	\$800.00
COMMISSIONING LABOR	\$300.00
BRIEFING ROOM - SERVICES SUBTOTAL:	
	\$3,987.50

CHIEF'S CONFERENCE ROOM - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
R9861512US	BARCO	CLICKSHARE CONFERENCE CX-20 WIRELESS PRESENTATION SYSTEM	1.00	\$1,755.00	\$1,755.00
AD-USB3/AC	KRAMER	USB 3.0 C FEMALE TO USB 3.0 A MALE ADAPTER	1.00	\$5.89	\$5.89
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONFERENCE, COLLABORATION, & STREAMING SYSTEM					
960-001336	LOGITECH	RALLY BAR MINI, GRAPHITE	1.00	\$2,699.10	\$2,699.10
952-000041	LOGITECH	RALLY BAR TV MOUNT	1.00	\$161.10	\$161.10
TOGGLE	INOGENI	USB 3.0 SWITCH	1.00	\$400.90	\$400.90
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTROL SYSTEM					
IMPERA UNIFORM	BIAMP	8-BUTTON E-INK CONTROL PAD WITH ETHERNET	1.00	\$357.14	\$357.14
SW-100-04P	LUXUL	4-PORT GIGABIT UNMANAGED POE+ SWITCH	1.00	\$94.05	\$94.05
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDWARE					
HDPMM15F	LIBERTY	15' KINETIC SERIES PREMIUM HIGH-SPEED HDMI CABLE, CERTIFIED 18G	2.00	\$43.09	\$86.18
E-USB3AB-10	LIBERTY	10' USB 3.0 AM-BM CABLE	1.00	\$7.03	\$7.03
CHIEF'S CONFERENCE ROOM - HARDWARE SUBTOTAL:					\$5,566.39

CHIEF'S CONFERENCE ROOM - SERVICES

Installation Services Details	TOTAL PRICE
INSTALLATION LABOR	\$1,400.00
PROJECT MANAGEMENT	\$450.00
DESIGN/ENGINEERING	\$437.50
PROGRAMMING LABOR	\$800.00



DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

COMMISSIONING LABOR

\$300.00

CHIEF'S CONFERENCE ROOM - SERVICES SUBTOTAL:

\$3,387.50

CONFERENCE ROOM B - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
R9861512US	BARCO	CLICKSHARE CONFERENCE CX-20 WIRELESS PRESENTATION SYSTEM	1.00	\$1,755.00	\$1,755.00
AD-USB3/AC	KRAMER	USB 3.0 C FEMALE TO USB 3.0 A MALE ADAPTER	1.00	\$5.89	\$5.89
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONFERENCE, COLLABORATION, & STREAMING SYSTEM					
TOGGLE	INOGENI	USB 3.0 SWITCH	1.00	\$400.90	\$400.90
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTROL SYSTEM					
IMPERA UNIFORM	BIAMP	8-BUTTON E-INK CONTROL PAD WITH ETHERNET	1.00	\$357.14	\$357.14
SW-100-04P	LUXUL	4-PORT GIGABIT UNMANAGED POE+ SWITCH	1.00	\$94.05	\$94.05
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDWARE					
HDPMM15F	LIBERTY	15' KINETIC SERIES PREMIUM HIGH-SPEED HDMI CABLE, CERTIFIED 18G	2.00	\$43.09	\$86.18
E-USB3AB-10	LIBERTY	10' USB 3.0 AM-BM CABLE	1.00	\$7.03	\$7.03

CONFERENCE ROOM B - HARDWARE SUBTOTAL:

\$2,706.19

CONFERENCE ROOM B - SERVICES

Installation Services Details	TOTAL PRICE
INSTALLATION LABOR	\$1,400.00
PROJECT MANAGEMENT	\$450.00
DESIGN/ENGINEERING	\$437.50
PROGRAMMING LABOR	\$800.00
COMMISSIONING LABOR	\$300.00
CONFERENCE ROOM B - SERVICES SUBTOTAL:	\$3,387.50

TRAINING ROOM A - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
QB98T-B	SAMSUNG	QBT-B SERIES 98" EDGE-LIT 4K UHD LED DISPLAY FOR BUSINESS	1.00	\$8,125.00	\$8,125.00
QB65B	SAMSUNG	QBB SERIES 65" SLIM 4K UHD DISPLAY FOR BUSINESS	1.00	\$1,230.95	\$1,230.95
DL-44E-H2-KIT	LIBERTY	DIGITALINX 4X4 HDMI / HDBASET MATRIX SWITCH KIT - INCLUDES 3 RECEIVERS	1.00	\$1,840.05	\$1,840.05
R9861511US	BARCO	CLICKSHARE C-10 WIRELESS PRESENTATION SYSTEM	1.00	\$1,305.00	\$1,305.00
AD-USB3/AC	KRAMER	USB 3.0 C FEMALE TO USB 3.0 A MALE ADAPTER	1.00	\$5.89	\$5.89
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
CSA140Z	JBL	1X40 WATT DRIVECORE AMPLIFIER, FANLESS, 4OHM / 8OHM / 70V / 100V	1.00	\$216.60	\$216.60
CONTROL 26CT	JBL	6.5" CEILING LOUDSPEAKER TRANSDUCER ASSEMBLY	6.00	\$168.25	\$1,009.50
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTROL SYSTEM					
IMPERA UNIFORM	BIAMP	8-BUTTON E-INK CONTROL PAD WITH ETHERNET	1.00	\$357.14	\$357.14
SW-100-08P	LUXUL	8-PORT GIGABIT UNMANAGED POE+ SWITCH	1.00	\$172.62	\$172.62



DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDWARE					
XSM1U	CHIEF	X-LARGE FUSION MICRO-ADJUSTABLE FIXED WALL DISPLAY MOUNT	1.00	\$206.40	\$206.40
TS525TU	CHIEF	LARGE THINSTALL DUAL SWING ARM WALL DISPLAY MOUNT	1.00	\$426.60	\$426.60
FHB5147	CHIEF	UNIVERSAL FLAT PANEL MOUNT HARDWARE KIT	1.00	\$9.90	\$9.90
CR1000EX	AVFI	SINGLE 12U RACK CREDENZA - FINISH TBD	1.00	\$903.57	\$903.57
HDPMM03F	LIBERTY	3' KINETIC SERIES PREMIUM HIGH-SPEED HDMI CABLE, CERTIFIED 18G	2.00	\$12.99	\$25.98
HDPMM06F	LIBERTY	6' KINETIC SERIES PREMIUM HIGH-SPEED HDMI CABLE, CERTIFIED 18G	2.00	\$15.47	\$30.94
TRAINING ROOM A - HARDWARE SUBTOTAL:					\$15,866.14

TRAINING ROOM A - SERVICES

Installation Services Details	TOTAL PRICE
INSTALLATION LABOR	\$2,800.00
PROJECT MANAGEMENT	\$750.00
DESIGN/ENGINEERING	\$700.00
PROGRAMMING LABOR	\$1,600.00
COMMISSIONING LABOR	\$600.00
TRAINING ROOM A - SERVICES SUBTOTAL:	\$6,450.00

TRAINING ROOM B - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
QB98T-B	SAMSUNG	QBT-B SERIES 98" EDGE-LIT 4K UHD LED DISPLAY FOR BUSINESS	1.00	\$8,125.00	\$8,125.00
QB65B	SAMSUNG	QBB SERIES 65" SLIM 4K UHD DISPLAY FOR BUSINESS	1.00	\$1,230.95	\$1,230.95
DL-44E-H2-KIT	LIBERTY	DIGITALINX 4X4 HDMI / HDBASET MATRIX SWITCH KIT - INCLUDES 3 RECEIVERS	1.00	\$1,840.05	\$1,840.05
R9861511US	BARCO	CLICKSHARE C-10 WIRELESS PRESENTATION SYSTEM	1.00	\$1,305.00	\$1,305.00
AD-USB3/AC	KRAMER	USB 3.0 C FEMALE TO USB 3.0 A MALE ADAPTER	1.00	\$5.89	\$5.89
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
CSA140Z	JBL	1X40 WATT DRIVECORE AMPLIFIER, FANLESS, 40HM / 80HM / 70V / 100V	1.00	\$216.60	\$216.60
CONTROL 26CT	JBL	6.5" CEILING LOUDSPEAKER TRANSDUCER ASSEMBLY	8.00	\$168.25	\$1,346.00
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTROL SYSTEM					
IMPERA UNIFORM	BIAMP	8-BUTTON E-INK CONTROL PAD WITH ETHERNET	1.00	\$357.14	\$357.14
SW-100-08P	LUXUL	8-PORT GIGABIT UNMANAGED POE+ SWITCH	1.00	\$172.62	\$172.62
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MISCELLANEOUS HARDWARE					
XSM1U	CHIEF	X-LARGE FUSION MICRO-ADJUSTABLE FIXED WALL DISPLAY MOUNT	1.00	\$206.40	\$206.40
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HDPMM06F	LIBERTY	6' KINETIC SERIES PREMIUM HIGH-SPEED HDMI CABLE, CERTIFIED 18G	2.00	\$15.47	\$30.94



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TRAINING ROOM B - HARDWARE SUBTOTAL: \$16,202.64

TRAINING ROOM B - SERVICES

Installation Services Details			TOTAL PRICE
INSTALLATION LABOR			\$2,800.00
PROJECT MANAGEMENT			\$750.00
DESIGN/ENGINEERING			\$700.00
PROGRAMMING LABOR			\$1,600.00
COMMISSIONING LABOR			\$600.00
TRAINING ROOM B - SERVICES SUBTOTAL:			\$6,450.00

MISCELLANEOUS MATERIALS

Miscellaneous Details	QTY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS MATERIALS	1.00	\$2,607.74	\$2,607.74
MISCELLANEOUS MATERIALS SUBTOTAL:			\$2,607.74

SERVICE AGREEMENT & MAINTENANCE

Service Agreement Details			TOTAL PRICE
SILVER MAINTENANCE AGREEMENT 1 YR			\$3,042.36
SERVICE AGREEMENT & MAINTENANCE SUBTOTAL:			\$3,042.36



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Police Station AV Upgrades

Prepared by:

Data Projections, Inc.

Branch: Coppell, TX

Matt Gallagher

(469) 629 1210

mgallagher@dataprojections.com

Job Location:

Town Of Flower Mound

2121 Cross Timbers Rd
Flower Mound, TX 75028

Jeff Garner

(972)874-6064

Quote Information:

Quote Number: 12086

Date: 01/12/2023

Expiry Date: 04/30/2022

P.O. No:

Contract No: TIPS 210101

Quote Summary

DESCRIPTION	AMOUNT
BRIEFING ROOM - HARDWARE	\$1,798.74
BRIEFING ROOM - SERVICES	\$3,987.50
CHIEF'S CONFERENCE ROOM - HARDWARE	\$5,566.39
CHIEF'S CONFERENCE ROOM - SERVICES	\$3,387.50
CONFERENCE ROOM B - HARDWARE	\$2,706.19
CONFERENCE ROOM B - SERVICES	\$3,387.50
TRAINING ROOM A - HARDWARE	\$15,866.14
TRAINING ROOM A - SERVICES	\$6,450.00
TRAINING ROOM B - HARDWARE	\$16,202.64
TRAINING ROOM B - SERVICES	\$6,450.00
MISCELLANEOUS MATERIALS	\$2,607.74
SERVICE AGREEMENT & MAINTENANCE	\$3,042.36
Subtotal:	\$71,452.70
Shipping:	\$2,173.11
Estimated Tax:	\$0.00
Total:	\$73,625.81

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Data Projections, Inc.

SIGNATURE:

NAME: Matt Gallagher

TITLE: Account Executive

DATE: 01/24/2023

Town Of Flower Mound

SIGNATURE:

NAME:

TITLE:

DATE:



GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.



- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply



to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months before the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, online job boards or postings, agencies, open houses, or job fairs.

Payment Terms

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project becomes delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.



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

DATE: February 6, 2023
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of the purchase of 25 Automated External Defibrillators(AEDs) to replace out of warranty devices in all Town-owned buildings in the amount of \$51,050.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The purpose of the AED program is to promote public health, safety, and welfare by improving emergency care response times for those suffering from sudden cardiac arrest. The Town's current inventory of AEDs are beyond their warranty date and industry recommended life span requiring replacement. The new units will be available to the public, allowing use prior to the first responders' arrival. The up-to-date AEDs coach untrained bystanders through use as well as CPR, saving valuable time in transitioning patient care. A trade-in for the old AEDs is offered and will be calculated at the time of replacement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$51,050.00

Proposed Expenditure/(Revenue)
\$51,050.00

Account Number(s):
100-660-65000-6190

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

ATTACHMENTS:

1. AED123 Customer Agreement for Town of Flower Mound
2. AED123 Quote# 107526

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



AED123 CUSTOMER AGREEMENT

This agreement (the “Agreement”) is entered into on _____ between AED123, LLC, with primary office at 3232 McKinney Ave, Suite 500, Dallas, Texas 75204 (“AED123”), and Town of Flower Mound (“Customer”) with primary office at 3911 S Broadway Ave, Flower Mound, Texas 75028 (each, a “Party” and collectively the “Parties”).

AED Location(s): 25 AED Locations are listed in Appendix A

Start Date: 1/16/23

TERMS

1. **Services Provided.** For each AED Location, AED123 will provide the following services:
 - a. Provide inspection tags for customer to use in monthly inspections and support customer in resolving any issues
 - b. Partner with Customer to ensure replacement of AED batteries/pads as needed and per the device manufacturer’s guidelines (shipments of batteries and pads are included)
 - c. Monitor for recalls and changes to AED/CPR guidelines and support Customer in updating AED software when required
 - d. Provide physician oversight, including post-use reporting and support
 - e. Notify EMS of AED placement and device usage (notification is NOT real-time; responder(s) MUST dial 911 for EMS)
 - f. Maintain record of the device, pads and batteries and provide monthly reporting
 - g. Maintain product liability, general liability, and umbrella insurance policies, and provide customer with certificates of insurance upon request
2. **CPR Training.** AED123 will not provide CPR training under the current Agreement. CPR training can be added to the provided services through a contract addendum.
- 3a. **Monthly Service Fee.** Customer will pay AED123 \$450 per month for services (the “Service Fee”). The first payment will be made on or about the Start Date, and subsequent payments will be made on or about the same day of each month thereafter, through recurring automated billing of the payment method on file.
- 3b. **Option for Annual Service Fee.** AED123 will waive one month’s Service Fee if Customer elects to pay Service Fee annually instead of monthly. In this case, Customer will pay AED123 a Service Fee of \$4,950 per year, with the first payment being made on or about the Start Date, and subsequent payments being made on or about the same day of each year thereafter, through recurring automated billing of the payment method on file.
4. **Customer Responsibility.** Customer shall:
 - a. Provide AED123 with information requested regarding devices, pads, and batteries
 - b. Inspect AED(s) monthly
 - c. Replace and update AED pads, batteries, and devices per instructions provided by AED123
 - d. Take reasonable measures to protect AEDs and cabinets from abuse, tampering, and theft
 - e. Notify AED123 promptly if an AED is moved, used, or requires service (AEDs need service if their ready indicator is not green or if they are emitting an audible chirp)
 - f. Contact AED123 with any questions or concerns at 1-833-AED-1231 or support@aed123.com and submit any ideas, notices, or feedback to feedback@aed123.com
5. **Service Term.** This Agreement will be effective on the Start Date and for 36 months thereafter (the “Initial Term”). AED123 will not increase the Service Fee during the Initial Term (see Section 10).
6. **Renewal.** After the Initial Term, this Agreement shall automatically renew for successive 12-month periods (each a “Renewal Term”) unless Customer gives written notice to AED123 of Customer’s desire to cancel automatic renewal of this Agreement as provided in Section 7.
7. **Canceling Automatic Renewal.** Customer may cancel automatic renewal of this Agreement by giving written notice to AED123 of Customer’s decision to cancel automatic renewal at least 30 days prior to the end of the

Initial Term or the Renewal Term (as the case may be). In such event, this Agreement shall not automatically renew.

8. **Termination for Non-appropriation.** The obligations of Customer to make payments pursuant to this Agreement are subject to appropriation by Customer of funds that are lawfully available to be applied for such purpose. If Customer fails to make an appropriation for payments prior to the beginning of a fiscal period of Customer, Customer may terminate this Agreement. Customer may terminate this Agreement by providing written notice of such termination to AED123 not less than thirty (30) days prior to the first day of any fiscal year period during which payments are scheduled.
9. **Termination for Cause.** Either Party may terminate this Agreement due to the other Party's failure to comply with any provision of this Agreement, after it has 1) provided the other Party with notice of the intent to terminate based on the failure to comply, and 2) provided the other Party 30 days after such notice to cure the failure. If the issue remains uncured 30 days after such notice is provided, then the Party providing such notice will have the right to terminate this Agreement. If AED123 terminates this Agreement because the terms of this Agreement were breached by Customer, Customer will owe AED123 the unpaid monthly or annual Service Fees attributable to the remainder of the then current Initial Term or Renewal Term (as the case may be).
10. **Service Fee Adjustments.** The amount of the Service Fee shown above will not be adjusted during the Initial Term of this Agreement. AED123 may adjust the amount of the Service Fee to be charged and paid during any Renewal Term, provided that AED123 notifies Customer of such Service Fee adjustment at least 60 days before the start of such Renewal Term. Customer retains the option to cancel automatic renewal of this Agreement after receiving notification of a Service Fee adjustment (as outlined in Section 7).
11. **Late Fees.** Interest will accrue on Service Fees that are not paid when due, starting on the date the payment was due, at an interest rate equal to the lesser of 1.5% per month or the highest rate permissible by applicable law. AED123 will notify Customer if the payment method on file is declined; AED123 will not assess a late fee in situations where the payment method on file is declined and Customer provides a valid payment method within 14 days of such notice.
12. **Post Termination of Agreement.** Upon termination of this Agreement, Customer is responsible for returning to AED123 any AEDs, cabinets, and fast response kits that AED123 owns. AED123 will ship customer box(es) and shipping label(s) to facilitate such return. Customer will pay AED123 for any AEDs or cabinets that it does not return, at the pricing listed on AED123's public website.
13. **Marketing.** Customer has the right to publicize that it has deployed an AED through AED123, and AED123 has the right to include Customer's name and logo in a section on its website listing its customers.
14. **Indemnification:** To the extent permitted by law, each Party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent the loss, cost, or damage arose out of its breach of this Agreement, and/or its negligence or willful misconduct.
- 15a. **LIMITATION OF LIABILITY.** WHILE NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE LIABILITY OF AED123 FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS GROSS NEGLIGENCE, FRAUD, OR FRAUDULENT MISREPRESENTATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ANY PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 15b. **AGGREGATE LIABILITY.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL SERVICE FEES FOR THE INITIAL TERM.

16. **Governing Law.** This Agreement will be governed by the laws of the State of Texas.
17. **Choice of Forum.** Each Party irrevocably and unconditionally agrees that all disputes arising out of or relating to this Agreement shall be brought in the US District Court for the Northern District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Denton County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
18. **Mediation.** N/A
19. **Disclaimer:** To the fullest extent permitted by applicable law, AED123 disclaims all express and implied warranties, oral or written, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, noninfringement and any warranties arising from course of dealing, course of performance or usage of the trade.
20. **Entire Agreement.** This Agreement sets forth the full and complete understanding of the Parties, and supersedes all prior agreements, whether made orally or in writing. This Agreement is not cancelable except as provided herein.
21. **Amendment.** No amendment or modification of this Agreement shall be effective unless set forth in writing and agreed to by both Parties. However, AED123 may determine from time-to-time that this Agreement requires amendment to address current laws, future laws, or other concerns. As such, AED123 reserves the right to unilaterally amend this Agreement by giving at least 30 days' notice to Customer of such amendment and its effective date. If Customer is unwilling for this Agreement to continue with any such amendment, Customer may terminate this Agreement by giving notice to AED123 no later than the effective date of the amendment. If Customer does not provide such notice to AED123 before the effective date of the amendment, then Customer will be deemed to have agreed to the amendment, and the amendment will take effect on the effective date.
22. **Severability.** If any clause or provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, then such clause or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be given full force and effect.
23. **Assignment.** This agreement is binding upon AED123, Customer, and their respective heirs, personal representatives, successors, and assigns. While AED123 does not foresee an acquisition, AED123 may assign this Agreement to an acquiring entity. Any assignment by Customer will require AED123's written consent, which will not be withheld unreasonably.
24. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
25. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
26. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
27. **Electronic signatures.** Each Party agrees that an electronic signature (e.g., via HelloSign or a .pdf editor) is a legal representation of a manual signature, and electronic signatures of the Parties included in this Agreement have the same force and effect as manual signatures.
28. **Survival.** The following Sections shall survive termination or expiration of this Agreement: 8, 9, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year first written above by their respective duly authorized officers.

AED123, LLC

Signature: _____
Bobby Wehmeyer, Founder & CEO

Town of Flower Mound

Signature: _____

Name: Derek France

Title: Mayor

APPENDIX A

Asset Location(s)

Physical Address of Location	Description of Location (e.g., which floor or wing)	Asset Type	Asset Owner	Monthly Service Fee
Bakersfield Park 1201 Duncan Ln. Flower Mound, TX 75028	Baseball Concessions	ZOLL AED 3 In Cabinet	Customer	\$18
Bakersfield Park 1201 Duncan Ln. Flower Mound, TX 75028	Softball Concessions	ZOLL AED 3 In Cabinet	Customer	\$18
Jakes Hilltop Park 4975 Timber Creek Rd. Flower Mound, TX 75028	TBD	ZOLL AED 3 In Cabinet	Customer	\$18
Chinn Chapel Soccer Complex 100 Chinn Chapel Rd. Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
Twin Coves – Office Twin Coves Park Rd Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Community Center 1200 Gerault Rd. Flower Mound, TX 75028	Lobby	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Community Center 1200 Gerault Rd. Flower Mound, TX 75028	Pool	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Senior Center 2701 W Windsor Dr. Flower Mound, TX 75028	Lobby	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Senior Center 2701 W Windsor Dr. Flower Mound, TX 75028	Bus	ZOLL AED 3 In Cabinet	Customer	\$18
Gibson Grant Log Cabin 4860 Quail Run Rd. Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Public Library 3030 Broadmoor Ln. Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Town Hall 2121 Cross Timbers Rd. Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
WWTP Building – Public Works Duncan Ln. Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
O & M Conference Room 201 Spinks Rd. Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Fleet Services 201 Spinks Rd. Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Animal Services 3950 Justin Rd. Flower Mound, TX 75028	Exact Location TBD	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound PD 4150 Kirkpatrick Ln. Flower Mound, TX 75028	Jail	ZOLL AED 3 In Cabinet	Customer	\$18

Flower Mound PD 4150 Kirkpatrick Ln. Flower Mound, TX 75028	Gym	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound PD 4150 Kirkpatrick Ln. Flower Mound, TX 75028	Municipal Court	ZOLL AED 3 In Cabinet	Customer	\$18
Flower Mound Fire Department 3911 S Broadway Ave. Flower Mound, TX 75028	Administration	ZOLL AED 3 In Cabinet	Customer	\$18
Command 500 (Vehicle) Flower Mound, TX 75028	N/A	ZOLL AED 3 In Carrying Case	Customer	\$18
Fire Admin Vehicle 1 Flower Mound, TX 75028	N/A	ZOLL AED 3 In Carrying Case	Customer	\$18
Fire Admin Vehicle 2 Flower Mound, TX 75028	N/A	ZOLL AED 3 In Carrying Case	Customer	\$18
Fire Admin Vehicle 3 Flower Mound, TX 75028	N/A	ZOLL AED 3 In Carrying Case	Customer	\$18
Fire Admin Vehicle 4 Flower Mound, TX 75028	N/A	ZOLL AED 3 In Carrying Case	Customer	\$18

AED123, LLC

3232 McKinney Ave, Suite 500
Dallas, TX 75204

1-833-AED-1231
accounting@aed123.com

www.aed123.com



Quote

Created Date 1/5/2023
Expiration Date 2/4/2023
Quote # 107526
Prepared By Clint Kelly
Phone (214) 238-4863
Email ckelly@aed123.com

Town of Flower Mound
3911 South Broadway Avenue
Flower Mound, TX 75028
United States

Product	Original Price	Discount	Sales Price	Quantity	Total Price
ZOLL AED 3, Fully-Automatic AED	\$3,019.00	\$1,175.00	\$1,844.00	25.00	\$46,100.00
Bronze AED Support Plan (paid annually)	\$253.00	\$55.00	\$198.00	25.00	\$4,950.00

Subtotal \$51,050.00
Grand Total \$51,050.00



TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: February 6, 2023
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of the purchase of Life Fitness strength equipment for the Community Activity Center from vendor Advanced Exercise through Buy Board contract #665-22 in the amount of \$113,878.40.**

BACKGROUND: The Parks and Recreation Department secured approval for a non-discretionary request in fiscal year 22-23 to replace the current Cybex selectorized strength equipment at the Community Activity Center. Staff visited multiple recreation facilities to assess several different brands of equipment, ultimately evaluating Life Fitness as the best option to purchase.

The lifecycle of strength equipment, in a commercial setting, is approximately 10-15 years, and the equipment at the CAC was installed when the facility opened in 2008. The current equipment undergoes a quarterly preventative maintenance program, and repairs are conducted as parts fail. Sourcing parts can take time, leaving equipment out of service until fixed. As the equipment continues to get older, finding replacement parts has become more difficult as the manufacturer phases out their production.

Replacing old equipment is in alignment with the Town's strategic vision of providing residents with first rate infrastructure and facilities, and superior leisure opportunities. Newer equipment will enhance the amenities provided to members and guests of the CAC. Servicing and repair of the equipment would be supported by the manufacturer with replacement parts being more readily available. The new equipment will be warrantied as specified in the quote packet.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$113,878.40

Proposed Expenditure/(Revenue)
\$113,878.40

Account Number(s):
100-630-34400-2300

LEGAL REVIEW: The Town's standard purchasing order terms and conditions, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., will be used for this purchase.

ATTACHMENTS:

1. FM Revised Proposal_66016-6

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



advanced exercise

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT

Michelle Kesterson
mkesterson@advancedexercise.com
Phone:
Fax:

Date: January 23, 2023
Quote Expires: 30 day(s)
Proposal # 066016-R6

BILL TO

Town of Flower Mound
1200 Gerault Road
Flower Mound, TX 75028
David Powell
972-874-7275
david.powell@flower-mound.com

SHIP TO

Town of Flower Mound
1200 Gerault Rd
Flower Mound, TX 75028
David Powell
972-874-7275
david.powell@flower-mound.com



STRENGTH EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SS-SLP	Life Fitness	Insignia Seated Leg Press 	• Upright Design & Angled Seat for Optimal Fit • Adjustable Starting Position • Force is displaced on hips & glutes not the spine • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 335 lbs • 45" L x 79" W x 65" H	9,794.00	1	\$9,794.00
SS-SLP-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Seated Leg Press)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-SLP-50001	Life Fitness	Standard Full Shroud (Seated Leg Press)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-SLP-7002	Life Fitness	L Trim Package (Seated Leg Press)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
IS-HAA	Life Fitness	Insignia Hip Abduction/Adduction 	• Advanced Cam Mechanism Provides Biomechanically Correct Strength Profiles - No Need to Change Weight Setting Between Exercises • Kneepads and Dual Foot Positions • Elevated Weight Stack Easily Accessible From Seated Position • Workarm Adjusts to 10 Positions • Machine Weight: 624 lbs • Standard Weight Stack: 260 lbs • 67" L x 65" W x 58.1" H	7,345.00	1	\$7,345.00



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
IS-HAA-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Hip Abduction/Adduction))	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
IS-HAA-50001	Life Fitness	Standard Full Shroud (Hip Adduction/Abduction)	• Full Weight Stack Shroud	277.00	1	\$277.00
IS-HAA-7002	Life Fitness	L Trim Package (Hip Adduction/Abduction)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
SS-CE	Life Fitness	Insignia Calf Extension 	• Rubber Coated Foot Plate Rotates in Natural Motion • Adjustable Back Pad • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 335 lbs • 40" L x 69" W x 58" H	6,073.00	1	\$6,073.00
SS-CE-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Calf Extension)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-CE-50001	Life Fitness	Standard Full Shroud (Calf Extension)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-CE-7002	Life Fitness	L Trim Package (Calf Extension)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
SS-PD	Life Fitness	Insignia Pulldown 	• Independant Diverging Movement Arms • Angled Adjustable Thigh Pad • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 260 lbs • 57" L x 55" W x 76" H	6,391.00	1	\$6,391.00
SS-PD-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Pulldown)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-PD-50001	Life Fitness	Standard Full Shroud (Pulldown)	• Full Weight Stack Shroud	277.00	1	\$277.00



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SS-PD-7002	Life Fitness	L Trim Package (Pulldown)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
SS-RW	Life Fitness	Insignia Row/Rear Deltoid 	• Independant Diverging Movement Arms • Adjustable Chest Pad • Fixed Center Grip for Single Arm Isolation • Four Bar Linkage Seat Design for Optimum Fit • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 260 lbs • 49" L x 54" W x 58" H	6,158.00	1	\$6,158.00
SS-RW-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Row/Rear Deltoid)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-RW-50001	Life Fitness	Standard Full Shroud (Row/Rear Deltoid)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-RW-7002	Life Fitness	L Trim Package (Row/Rear Deltoid)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
SS-CP	Life Fitness	Insignia Chest Press 	• Independant Converging Press Arms • Adjustable Starting Position • Four Bar Linkage Seat Design for Optimum Fit • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 260 lbs • 57" L x 43" W x 58" H	6,762.00	1	\$6,762.00
SS-CP-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Chest Press)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-CP-50001	Life Fitness	Standard Full Shroud (Chest Press)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-CP-7002	Life Fitness	L Trim Package (Chest Press)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SS-LR	Life Fitness	Insignia Lateral Raise 	• Independant Variable Cam Arms • Counterbalanced Arms for Low Starting Resistance • Pivoting Handles Accomodate Variety of User Sizes • Four Bar Linkage Seat Design for Optimum Fit • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 170 lbs • 52" L x 53" W x 58" H •	6,158.00	1	\$6,158.00
SS-LR-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Lateral Raise)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-LR-50001	Life Fitness	Standard Full Shroud (Lateral Raise)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-LR-7002	Life Fitness	L Trim Package (Lateral Raise)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
SS-TE	Life Fitness	Insignia Triceps Extension 	• Angled Arm Pad Triceps Extension • Swivel Handle for Arm Fit & Comfort • Four Bar Linkage Seat Design for Optimum Fit • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 170 lbs • 53.89" L x 39.59" W x 58.20" H	5,480.00	1	\$5,480.00
SS-TE-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Triceps Extension)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-TE-50001	Life Fitness	Standard Full Shroud (Triceps Extension)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-TE-7002	Life Fitness	L Trim Package (Triceps Extension)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SS-BCD	Life Fitness	Insignia Biceps Curl (Dependant Arm) 	• Seated Arm Curl Pad Biceps Curl • Angled Handles for Neutral Grip • Four Bar Linkage Seat Design for Optimum Fit • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 170 lbs • 55.02" L x 39.59" W x 58.2" H	5,480.00	1	\$5,480.00
SS-BCD-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Biceps Curl)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-BCD-50001	Life Fitness	Standard Full Shroud (Biceps Curl)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-BCD-7002	Life Fitness	L Trim Package (Biceps Curl)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
SS-LE	Life Fitness	Insignia Leg Extension 	• Variable Cam Design Allows Proper Range of Motion • 100° Degree Angle between back pad & seat for comfort • Adjustable Starting Position • Adjustable Back Pad • Adjustable Tibia Pad • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 260 lbs • 40" L x 69" W x 58" H	6,667.00	1	\$6,667.00
SS-LE-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Leg Extension)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-LE-50001	Life Fitness	Standard Full Shroud (Leg Extension)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-LE-7002	Life Fitness	L Trim Package (Leg Extension)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SS-SLC	Life Fitness	Insignia Seated Leg Curl 	• Variable Cam Design Allows Proper Range of Motion • Adjustable Starting Position • Adjustable Back Pad • Adjustable Tibia Pad • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 260 lbs • 40" L x 61" W x 58" H	6,815.00	1	\$6,815.00
SS-SLC-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Seated Leg Curl)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-SLC-50001	Life Fitness	Standard Full Shroud (Seated Leg Curl)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-SLC-7002	Life Fitness	L Trim Package (Seated Leg Curl)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
SS-SP	Life Fitness	Insignia Shoulder Press 	• Independant Converging Press Arms • Counterbalanced Press Arms for Low Starting Resistance • Neutral & Pronated Grips • Four Bar Linkage Seat Design for Optimum Fit • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 170 lbs • 57" L x 64" W x 73" H	6,158.00	1	\$6,158.00
SS-SP-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Shoulder Press)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-SP-50001	Life Fitness	Standard Full Shroud (Shoulder Press)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-SP-7002	Life Fitness	L Trim Package (Shoulder Press)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SS-BE	Life Fitness	Insignia Back Extension 	• Two Foot Peg heights to accommodate user size • Five Adjustable Starting Positions • Lumbar Pad allows for complete range of motion • Low Profile Shroud Design • Adjustment Knobs & Levers Color Coded • Rear Weight Stacks Shrouds • Large Color Exercise Graphic • QR Code to log workout on LF Connect • Standard Weight Stack: 260 lbs • 55" L x 42" W x 58" H	6,391.00	1	\$6,391.00
SS-BE-4004	Life Fitness	Standard Weight Stack with Push/Pull (LB) (Back Extension)	• Standard Weight Stack with Push Pull 7.5lb Increment Weight	0.00	1	\$
SS-BE-50001	Life Fitness	Standard Full Shroud (Back Extension)	• Full Weight Stack Shroud	277.00	1	\$277.00
SS-BE-7002	Life Fitness	L Trim Package (Back Extension)	• L Trim Package Upgrades • Electronic Rep Counter & Timer • Ergonomic Hand Grips • Painted Aluminum Tower Cap	553.00	1	\$553.00
CMDAP	Life Fitness	Signature Series Cable Motion Dual Adjustable Pulley 	• Oval frame 11-gauge tubing with powder coat finish • 1" solid steel weight plates • Rear weight stack shrouds • 22 adjustment positions per column • 1:4 resistance ratio • 3 position pull up station • Accessory kit & storage included • Machine Weight: 1265lb. • Weight Stack: 2 x 390lb. • Dimensions with pull-up handles: 44"L x 62"W x 95"H • Made in USA	8,787.00	1	\$8,787.00
MJADC-STA	Life Fitness	Cable Motion Dip Chin Assist 	• Oval Steel Frame with Powder Coat Finish • 1" Solid Steel Weight Plates • Standing Assist Dip & Chin Up • Multi Grip Chin & Adj Handles • Standing Carriage Moves for Bodyweight Use • Total Weight: 555lb. • Dimensions: 49"L x 46.5"W x 97.5"H • Made in USA	4,759.00	1	\$4,759.00



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
MJAP41-STA	Life Fitness	Cable Motion Multi-Jungle Adjustable Pulley 4:1 Ratio 	• Oval Steel Frame with Powder Coat Finish • 1" Solid Steel Weight Plates • 4:1 resistance ratio • Adjustable Pulley Height • Includes Molded Grip Handle • Total Weight: 460lb. • Weight Stack: 390lb. • Dimensions: 14.5"L x 18.5"W x 92"H • Made in USA	3,773.00	1	\$3,773.00
MJRW-STA	Life Fitness	Cable Motion Multi-Jungle Row 	• Oval Steel Frame with Powder Coat Finish • 1" Solid Steel Weight Plates • Contoured Cushions with Molded Foam • Single Low Pulley Includes V-Bar Handle • Total Weight: 360lb. • Weight Stack: 260lb. • Dimensions: 26.75"L x 37.25"W x 92"H • Made in USA	3,402.00	1	\$3,402.00
MJLP-STA	Life Fitness	Cable Motion Multi-Jungle Lat Pulldown 	• Oval Steel Frame with Powder Coat Finish • 1" Solid Steel Weight Plates • Contoured Cushions with Molded Foam • Dual High Pulleys • Includes Lat Bar • Total Weight: 340lb. • Weight Stack: 260lb. • Dimensions: 26.75"L x 37.25"W x 92"H • Made in USA	3,402.00	1	\$3,402.00
MJ-CORE	Life Fitness	Cable Motion Multi-Jungle MJ Core 	• Oval Steel Frame with Powder Coat Finish • For Use with Cable Motion Stations • Total Weight: 225lb. • Dimensions: 32.5"L x 32.5"W x 94"H • Made in USA	1,876.00	1	\$1,876.00



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GROUP EXERCISE

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
FXT-BM	Life Fitness	Synrgy360 Cable Crossover Boom Connector	• Boom Connects MJ Cores & Synrgy • Multi Grip Chin Up Handles	1,045.00	1	\$1,045.00



FXTT-VCV	Life Fitness	Synrgy360T Versa-Cable-Versa		9,762.00	1	\$9,762.00
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TRADE-IN EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TRADE-IN	Advanced Exercise	Trade-In		4,200.00	-1	\$-4,200.00

Comments:
Buy Board 665-22

PMF Install

8 long boom to connect core to SYN

Subtotal: **\$129,068.00**

Discount: -25,813.60

Net Total: **\$103,254.40**

Freight, Delivery and Install: **10,624.00**

Taxes As Applicable
Total: \$113,878.40

WARRANTY – COMMERCIAL STRENGTH

Valid as of August 2018



LIFE FITNESS PRODUCTS	LABOR	UPHOLSTERY	SPRINGS	BELTS	BEARINGS	CABLES	GRIPS	BLOCKS, PULLEYS, PLATES, RODS	FRAME	HARDWARE/ MECHANICAL	COSMETIC/ ITEMS NOT SPECIFIED
Circuit Series	3 months	3 months	3 months	3 months	1 year	1 year	1 year	5 years	10 years	3 months	3 months
Fit Series	3 months	3 months	3 months	3 months	1 year	1 year	1 year	1 year	10 years	3 months	3 months
Insignia Series	3 months	3 months	3 months	3 months	1 year	1 year	1 year	5 years	10 years	3 months	3 months
Optima Series	3 months	3 months	3 months	3 months	1 year	1 year	1 year	1 year	10 years	3 months	3 months
Signature Series Benches & Racks	3 months	3 months	3 months	3 months	1 year	1 year	1 year	5 years	10 years	3 months	3 months
Signature Series Cable Motion	3 months	3 months	3 months	3 months	1 year	1 year	1 year	5 years	10 years	3 months	3 months
Signature Series Multi Jungles	3 months	3 months	3 months	3 months	1 year	1 year	1 year	5 years	10 years	3 months	3 months
Signature Series Plate Loaded	3 months	3 months	3 months	3 months	1 year	1 year	1 year	5 years	10 years	3 months	3 months
Synrgy360, Synrgy90	3 months	3 months	3 months	3 months	1 year	1 year	1 year	5 years	10 years	3 months	3 months

HAMMER STRENGTH PRODUCTS	LABOR	UPHOLSTERY	SPRINGS	BELTS	BEARINGS	CABLES	GRIPS	BLOCKS, PULLEYS, PLATES, RODS	FRAME	HARDWARE/ MECHANICAL	COSMETIC/ ITEMS NOT SPECIFIED
Commercial Hammer Product											
Hammer Benches & Racks	3 months	3 months	3 months	3 months	5 years	-	3 months	-	10 years	3 months	3 months
Hammer HD Elite	3 months	3 months	3 months	3 months	5 years	1 year	3 months	5 years	10 years	3 months	3 months
Hammer HD Athletic	3 months	3 months	3 months	3 months	5 years	1 year	3 months	5 years	10 years	3 months	3 months
Hammer MTS	3 months	3 months	3 months	1 year	5 years	-	1 year	5 years	10 years	3 months	3 months
Hammer Plate Loaded	3 months	3 months	-	3 months	5 years	-	3 months	-	10 years	3 months	3 months
Hammer Platforms	-	-	-	-	-	-	-	-	1 year	3 months	3 months
Hammer Select	3 months	3 months	3 months	3 months	1 year	1 year	1 year	5 years	10 years	3 months	3 months
Hammer Strength – Other	3 months	3 months	3 months	3 months	5 years	1 year	3 months	5 years	10 years	3 months	3 months



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

DATE: February 6, 2023
FROM: Brett Cast, CIP Manager
ITEM: **Consider Approval of Amendment No. 2 to the Fiscal Year 2022-2023 Capital Improvement Program.**

BACKGROUND: The Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) Amendment No. 1, was approved by Council on December 19, 2022. The proposed CIP Amendment No. 2, for FY 2022-23 would increase the currently adopted Utility Fund budget expenditures from \$15,702,000 to \$15,802,000. General Fund expenditures will remain unchanged.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$100,000.00

Proposed CIP:

FY 2022-2023:	General Capital Projects	\$17,097,311
	Utility Capital Projects	\$15,802,000

Five-Year CIP Plan:	General Capital Projects	\$285,980,720
	Utility Capital Projects	\$235,743,690

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. 2.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP 2022-23 Amendment 2 Changes
3. CIP 2022-23 Amendment 2

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

Project Modification Listing

Attachment 1

FY 2022-2023 - CIP Amendment 2

February 6, 2023

Utility Funds

Water Project

	Description	FY 22-23	5 Yr CIP
Royal Oaks Water Line Replacement Ph 1	Additional Funding required to award the Royal Oaks Water Line Replacement Ph 1 project construction and testing contracts. Additional amount of \$100,000 from Project Savings.	\$100,000	\$100,000
Total Water Impact		\$100,000	\$100,000
Total Utility Fund Impact		\$100,000	\$100,000

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 2
(Changes)
02/06/2023

	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	-
	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	-
	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	-
	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

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 2
(Changes)
02/06/2023

	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

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TOWN OF FLOWER MOUND
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02/06/2023

	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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 2
(Changes)
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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

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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 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	-	-	-	-	-	-	-
	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	-	-	-	-	-	-	-
	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

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 2
(Changes)
02/06/2023

	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	-	-	-	-	-	-	-	
OLD	Royal Oaks Water Line Replacement Phase I	150,000	1,230,000	-	-	-	-	-	1,380,000	-	-	150,000	1,230,000	1,230,000	-	-	-	-	
NEW	Royal Oaks Water Line Replacement Phase I	150,000	1,330,000	-	-	-	-	-	1,480,000	100,000	2	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	-	-	-	-	-	
	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	-	-	-	-	-	-	-	
OLD	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
New	SUBTOTAL	\$ 27,956,405	\$ 9,925,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 151,107,905	\$ 26,479,305		\$ 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)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 2
(Changes)
02/06/2023

	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	-	-	-	-	-	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
OLD	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
NEW	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 15,802,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 235,743,690	\$ 47,350,090		\$ 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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 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 2
02/06/2023

	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	-
	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	-
	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	-
	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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TOWN OF FLOWER MOUND
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

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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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

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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	-	-	-	-	-	-	-
	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	-	-	-	-	-	-	-
	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	-	-	-	-	-	-	-
	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

*General Obligation Bonds
** Project Includes ADA Improvements

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

**TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 2
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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	1,330,000	-	-	-	-	-	1,480,000	100,000	2	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	\$ 9,925,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 151,107,905	\$ 26,479,305		\$ 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
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02/06/2023**

	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.)
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TOWN OF FLOWER MOUND
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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	-	-	-	
	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 (Morriss Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	90,000	
	Southside Force Main Extension	-	-	-	2,500,000	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	1,000,000	-	-	
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	2,900,000	-	
	Southside Pump Upgrade	90,000	-	-	590,000	-	-	-	680,000	390,000	0.5	-	290,000	-	-	290,000	-	-	
	Spring Meadow Lane Sewer Line Replacement	1,540,000	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 (Morriss Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-	-	875,000	-	-	-	-	-	-	
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	-	550,000	-	-	-	550,000	-	-	-	550,000	-	-	550,000	-	-	
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	480,000	-	-	-	-	480,000	-	-	-	480,000	-	480,000	-	-	-	
	Upper Timber Interceptor (Morriss Road to One Place Lane)	400,000	-	-	-	-	-	4,875,000	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	-	-	-	-	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	\$ 15,802,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 235,743,690	\$ 47,350,090		\$ 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
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)



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

DATE: February 6, 2023
FROM: Joelle Hainley, Building Official
ITEM: **Consider approval of a professional services agreement between the Town of Flower Mound and Bureau Veritas to provide third-party inspection services for new highrise buildings being built within the Town of Flower Mound.**

BACKGROUND: At the October 17, 2022, Council meeting, the Town Council approved the adoption of the 2021 International Building Code which included an amendment that requires third-party inspections for all highrise buildings. The Town's Building Inspections department interviewed three companies that have the qualifications necessary to perform these third-party inspections. Bureau Veritas was chosen as the provider due to their staffing levels and the ability to handle the upcoming projects within the Town. Having a professional services agreement in place with Bureau Veritas allows the Town to engage the third party to perform the inspections of highrise buildings built within the Town. The cost of these services will be paid to the Town by the applicant for the highrise building and then subsequently paid by the Town to Bureau Veritas, resulting in no financial impact to the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Professional Services Agreement

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



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the Town of Flower Mound, Texas, ("Client") and consists of all of the Agreement Documents as defined in paragraph 30 herein.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with the Agreement Documents.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. Initiation of Services: During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. Scope of Services: BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. Term. This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information,

or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. **Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. **Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. **Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. **Ownership of Documents:** All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall

remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. INTENTIONALLY DELETED.

12. INTENTIONALLY DELETED.

13. INTENTIONALLY DELETED.

14. INTENTIONALLY DELETED.

15. INTENTIONALLY DELETED.

16. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

17. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney’s fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

18. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

19. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively “Disputes”) shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute,

Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

20. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

21. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

22. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

23. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

24. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, TX 75028
Attn.: Town Manager

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

25. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each

party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

26. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

27. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

30. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

31. Agreement Documents: The Agreement Documents consist of this Agreement (BVNA's "Standard Professional Services Agreement"), Attachment A – Scope of Services, Attachment B – Fee Schedule, and Town's Addendum to the Agreement. The Agreement Documents constitutes the complete and exclusive statement of agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by the Agreement Documents.

32. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

33. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

34. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

[signature pages, attachments, and addendum follow]

BUREAU VERITAS NORTH AMERICA, INC.

Signature

Printed Name

Title

Signed on the _____ day of _____, 2023.

Address

Telephone

Email

DTQR

CLIENT

TOWN OF FLOWER MOUND, TEXAS

Signature

Printed Name

Title

Signed on the _____ day of _____, 2023.

Address

Telephone

Email

ATTACHMENT A

SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

**ATTACHMENT B
FEE SCHEDULE**

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address

Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential \$76.92 per address/building
Commercial and non-Single Family Residential \$125.00 per address/building/unit

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,200,000

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

**Town of Flower Mound's Addendum to
the Standard Professional Services Agreement of
Bureau Veritas North America, Inc.
(Plan Review and Inspection Services)**

This Addendum is between the Town of Flower Mound, Texas, a Texas home-rule municipal corporation, ("Town") and Bureau Veritas North America, Inc. a Delaware corporation, ("BVNA" or "Consultant") and relates, is part of, and is attached to, the Standard Professional Services Agreement of Bureau Veritas North America, Inc. ("SPSA") with Town for plan review and inspection services and is part of the Agreement Documents as defined in the Agreement.

1. CONFLICT OR INCONSISTENCY. In the event of conflict or inconsistency between the terms of this Addendum and the remaining Agreement Documents, the terms of this Addendum shall prevail.

2. NON-APPROPRIATION OF GENERAL FUNDS; SOURCE OF FUNDS FOR PAYMENT: The Town has not appropriated any general funds whatsoever for this Agreement. The Town's sole source of funds for payments of its fees due for services rendered under this Agreement are exclusively from Good Funds paid to the Town from applicants for the services described herein. "Good Funds" are funds that are immediately available to the Town upon deposit. Any services performed by BVNA under this Agreement for which Good Funds have not been received by the Town is done at risk by BVNA for receiving payment as the Town's obligation for payment is, again, exclusively from Good Funds received by the Town from applicants for the services described herein. BVNA is under an affirmative obligation to contact the Town if it has any question as to whether Good Funds have been received for services it is to undertake this Agreement.

3. GRATUITIES: The Town may, by written notice to Consultant, cancel this Agreement without liability to Consultant if it is determined by Town that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Consultant, or any agent or representative of the Consultant, to any officer or employee of the Town of Flower Mound with the view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Town pursuant to this provision, Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Consultant in providing such gratuities.

4. 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 Consultant and its subconsultants shall at all times during the term of the contract with the Town comply with the requirements of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Consultant also warrants

that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Consultant if the Town determines that (a) the Consultant or its subconsultants have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Consultant or its subconsultants fail to timely notify the Town of an IRCA violation.

5. **ADA COMPLIANCE:** All goods and services provided to the Town must be compliant with the Americans with Disabilities Act and any amendments thereto (the “ADA”) and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if required under the law or otherwise required by the Town.

6. **PROTECTION OF RESIDENT WORKERS:** The Town actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Town reserves the right to audit Consultant’s employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Agreement. The audit will be at the Town’s expense.

7. **DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Town of Flower Mound must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Town. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the Town Secretary of the Town of Flower Mound no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Town of Flower Mound or submits to the Town of Flower Mound an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Town of Flower Mound. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Consultant should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Town of Flower Mound to comply with the filing requirements of Chapter 176.

8. **CERTIFICATE OF INTERESTED PARTIES.** A Consultant that will be awarded a contract that is greater than \$50,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

and submit a signed copy of the form to the Town prior to the award of the contract. A contract, including a Town-issued purchase order, will not be enforceable or legally binding until the Town receives and acknowledges receipt of the properly completed Form 1295 from the Consultant.

9. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer or employee of the Town of Flower Mound shall have a financial interest, direct or indirect, in any contract with the Town, or shall be financially interested, directly or indirectly, in the sale to the Town of Flower Mound of any land, materials, supplies or service, except on behalf of the Town as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his/her office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the Town, shall render the involved contract voidable.

10. NO BOYCOTT OF ISRAEL: Pursuant to Texas Government Code, Chapter 2270, the Consultant agrees that acceptance of these Terms & Conditions serves as written verification that Consultant: (a) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (b) will not boycott Israel during the term of the contract.

11. NO BOYCOTT OF ENERGY COMPANIES: Pursuant to Texas Government Code, Chapter 2274, the Consultant, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Consultant: (a) does not boycott energy companies, as defined by Texas Government Code Chapter 2274; and (b) will not boycott energy companies during the term of the contract.

12. NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION COMPANIES: Pursuant to Texas Government Code, Chapter 2274, the Consultant, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Consultant: (a) does not discriminate against firearm and ammunition companies, as defined by Texas Government Code Chapter 2274; and (b) will not discriminate against firearm and ammunition companies during the term of the contract.

13. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code, Chapter 2252, Subchapter F, Consultant affirms that is it 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.

14. TEXAS PUBLIC INFORMATION ACT. Consultant acknowledges that, as a public entity in the State of Texas, Town is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code, Chapter 552 et

seq and the Texas Open Meetings Act, Texas Government Code, Chapter 551, et seq. Notwithstanding any provision of this Agreement to the contrary, disclosure required by the Texas Public Information Act, an order of a court of competent jurisdiction, or an opinion of the Attorney General of Texas pursuant to a request under the Texas Public Information Act will not be considered a breach of any provision of this Agreement.

15. PROFESSIONAL COMPETENCE/STANDARD OF CARE AND INDEMNIFICATION.

A. Professional Competence/Standard of Care. Work performed by Consultant for the Project shall comply in all aspects with the professional skill and care ordinarily provided by similar professionals providing services, findings, recommendations, and/or advice under the same or similar circumstances and professional licensure, all applicable local, state and federal laws and with all applicable rules and regulations promulgated by the local, state and national boards, bureaus and agencies. Approval of any work by the Town shall not constitute or be deemed to be a release of the responsibility and liability of Consultant or its officers, agents, employees, Consultants and subconsultants for the accuracy and competency of its services performed hereunder.

B. The Consultant agrees to waive all claims, release, indemnify, defend and hold harmless the Town, 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 which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of Consultant, its officers, agents, employees, invitees or other persons, to the extent directly arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, and Consultant will, at its own cost and expense, defend and protect the Town from any and all such claims and demands. Consultant also agrees to and shall indemnify, defend and hold harmless the Town, and all of its officials, officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property to the extent directly arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement. In the event liability is shared by the parties to this Agreement, each Party shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. A Party's indemnification obligation including any defense obligation shall not arise until an actual finding of negligence or if the parties agree prior to an actual finding of negligence.

C. The Consultant, if an engineer or architect, by law, indemnifies, holds harmless, and defends the Town against liability for any damage

caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, except to the extent such infringing material was required or provided by the Town, or failure to pay a subconsultant or supplier committed by the Consultant or Consultant's agent, consultant under contract, or another entity over which the Consultant's exercises control for this Project.

D. The indemnity contained in this paragraph is independent of Consultant's insurance, will not be limited by comparative negligence statutes, and will survive this Agreement.

16. RIGHT TO AUDIT

A. Consultant agrees that the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that the Town shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Town shall give Consultant reasonable advance notice of intended audits.

B. Consultant further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontracting consultant agrees that the Town shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that Town shall have access during normal working hours to all sub- consultant facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. Town shall give Consultant and any sub-consultant reasonable advance notice of intended audit.

C. Consultant and sub-consultants agree to photocopy such documents as may be requested by the Town. The Town agrees to reimburse Consultant for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

17. OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS. Consultant shall at all times observe and comply with all federal, state, and local laws and regulations and with all Town ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless Town and all of its officers, agents and employees from and against all claims or liability

arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

18. INSURANCE.

A. Consultant shall not commence work under this Agreement until it has obtained all insurance set forth herein and the Town has approved such insurance, nor shall Consultant allow any subconsultant to commence work on its subcontract until all similar insurance of the subconsultant has been so obtained and approval given by the Town; provided, however, Consultant may elect to add any subconsultant as an additional insured under its liability policies

B. The Consultant shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, Town shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Consultant. The Consultant shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Consultant is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this Agreement.

C. The Consultant agrees that the insurance requirements specified in this section do not reduce the liability Consultant has assumed in Section 15 of this Agreement.

D. Town reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Consultant to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of Town.

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

F. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. ISO Form Number GL 00 01 (or similar form) covering Commercial General (Public) Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:

- a. Premises/Operations
- b. Broad Form Contractual Liability
- c. Products and Completed Operations
- d. Personal Injury
- e. Broad Form Property Damage
- f. Independent Consultants

ii. Workers Compensation insurance as required by the Texas Labor Code, including Employers' Liability Insurance. Worker's Compensation and Employers' Liability insurance is only required if Consultant will use their own employees for the provision of Professional services under the Agreement.

iii. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

iv. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

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

H. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions.

i. General Liability and Automobile Liability Coverage.

a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers. ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04, or their equivalents, will be used, including coverage for Town with respect to liability arising out of the completed operations of the Consultant.

b. The Consultant insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.

d. The Consultant insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

ii. Workers Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the Town.

iii. Cyber Liability Coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

iv. All Coverage. Consultant shall provide 30 days (10 Days for Non-Payment of Premium) prior written notice by certified mail, return receipt requested, to the Town in the event of cancellation, lapse, material change or expiration of each insurance policy. Failure to provide notification shall be deemed a default and/or breach of contract.

v. The Town may request different limits of coverage depending on the scope or cost of the project.

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

J. Verification of Coverage. Consultant shall provide the Town certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Insurance Waiver Request. Consultants requesting a waiver of the minimum limits of insurance must submit the request in writing. Please note, commercial general liability cannot be waived.

L. Requirements for Professional Services.

i. Definition: Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.

ii. Minimum limits of insurance.

a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed above.

b. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Employer's Liability will be \$1,000,000 per each occurrence. Worker's Compensation and Employers' Liability insurance is only required if Consultant will use their own employees for the provision of services under the Agreement.

c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the Agreement.

d. Cyber Liability: \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

e. Professional Liability: Also known as Errors and Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate. "Claims made" policy is acceptable coverage which must

be maintained during the course of the Project, and up to two (2) years after completion and acceptance of the project by the Town.



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

DATE: February 6, 2023
FROM: Brittni Barnett, Grants and Financial Analyst
ITEM: **Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 ALERRT Travel Assistance grant; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.**

BACKGROUND: This agenda item is to consider approval of a grant application for the 2023 ALERRT Travel Assistance Grant from the Office of the Governor. If awarded, the grant funds will be used to send two of the Town's Police Officers to the Active Attack Integrated Response Train-the-Trainer Course (AAIR) offered by the Advanced Law Enforcement Rapid Response Training (ALERRT) Program.

For administrative purposes, the Town Manager has been designated the Authorized Official, because this official must have an account with the eGrants system that allows him to certify the application.

Per the grant requirements, a Resolution must be passed by Town Council demonstrating that it is aware of and approves of the grant's submission. There is no match requirement for this grant.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$0.00

Proposed Expenditure/(Revenue)
(\$1,761.60)
\$1,761.60

Account Number(s):
370-4605
Grant Fund

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

ATTACHMENTS:

1. 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, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE ALERRT TRAVEL ASSISTANCE GRANT FOR THE BENEFIT OF THE EMPLOYEES OF THE TOWN'S POLICE DEPARTMENT FOR FISCAL YEAR 2023; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED, THE TOWN WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

WHEREAS, the Town Council of the Town of Flower Mound finds it in the best interest of the citizens of the Town that the ALERRT Travel Assistance grant be operated for the fiscal year 2023; and,

WHEREAS, the Town Council finds that the Town should apply for the Office of the Governor's ALERRT Travel Assistance Grant for the 2023 fiscal year in order to provide funding for two Flower Mound Police Department officers to attend an Advanced Law Enforcement Rapid Response Training course.

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

SECTION 1

The Town Council approves submission of a grant application for the Office of the Governor's ALERRT Travel Assistance Program in order to provide funding for two Flower Mound Police Department officers to attend the ALERRT course.

SECTION 2

The Town Council agrees to accept the grant funds if awarded. In the event of loss or misuse of the Office of the Governor funds, the Town Council assures that the funds will be returned to the Office of the Governor in full.

SECTION 3

The Town Council designates the Town Manager as the Town's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the Town, and may take any actions necessary to effectuate this resolution.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 6th DAY OF FEBRUARY, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Grant Number: 4751901



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: February 6, 2023
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0004 – Mandatory Sewer Connections) by amending Chapter 90 "Subdivisions" and appendix A "Fee Schedule," to provide for an exception for mandatory sewer connections and make corrections to recently approved fee updates. (PZ recommended approval by a vote of 6 to 0 at its January 23, 2023, meeting.)**

BACKGROUND: This is a Town initiated amendment to the Town's Code of Ordinances. If approved, this amendment will establish an exception process for property owners to seek relief from mandatory sewer connections in limited circumstances. In addition, this item corrects certain planning fees that were recently adopted.

The issue of mandatory sewer connections comes up periodically. There are generally two situations in which this issue may be brought to the Town's attention. The first is when a property owner is looking to sell/develop land in a sewer service area where no convenient connection to sewer exists. This issue can be especially significant if the scope of the development is small and the added infrastructure costs exceed what is anticipated. The second situation is when an existing homeowner in a sewer service area has a septic system that fails. Under Town code, if sewer is within 300 feet of the property, the owner must connect to the sewer system. There are multiple factors that can impact the cost of abandoning a failed septic system and connecting to sewer.

This topic was first discussed at the June 16, 2022, Town Council Strategic Planning Session (SPS). The packet can be viewed [here](#), and the meeting viewed [here](#) (FF to the 4:09:15 minute mark). Staff received feedback from Council during the SPS to create an exception process for property owners to seek relief from mandatory sewer connections in limited circumstances. Staff presented draft standards to the Council at their October 20, 2022, work session ([video](#), FF to the 48:44 minute mark).

The draft standards limit the applicability of the exception to the Long Prairie sanitary sewer service area (generally land east of the intersection of Flower Mound Road and Cross Timbers Road). The standards also limit the exception to two circumstances:

1. *Replacing a failed septic system.* Existing properties with a malfunctioning or inoperable septic tank or other on-site sewerage facility (OSSF) serving said property, and within 300 feet of the Town's sanitary sewer system.
2. *Subdividing property.* Properties where a plat application has been submitted to the Town to subdivide the property into four (4) lots or less, where each lot consists of a minimum lot size of two (2) acres.

The draft standards contain provisions for submitting an application, provide for a fee, and outline the

review and approval process. As part of the review, if an applicant meets the criteria to qualify for an exception, it must be approved by staff.

The fees that are being corrected were adopted by the Town Council on December 19 with an effective date of February 6. While reviewing and testing the fees in the Town's permitting software, staff found that certain fees would undercharge in specific circumstances due to their graduated scale. There were also some necessary corrections identified for consistency purposes. The proposed corrections ensure fees obtain full cost recovery without overcharging.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its January 23, 2023, meeting.

ALTERNATIVES: The Council may approve the proposed ordinance, deny the ordinance, or approve with amendments.

FISCAL IMPACT: N/A
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. Draft Redline Standards
2. Draft Ordinance

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

Section 90-422. – On-site sewage facilities. (All exception language is new)

(a) In proposed subdivisions where public sanitary sewers are not available, the subdivider shall ensure any on-site sewage facilities are in compliance with the applicable Town and State on-site sewage facility regulations.

(b) *Exception to mandatory sanitary sewer connection.*

(1) *Applicability:* Within the Long Prairie sanitary sewer service area, the Town may consider exceptions to mandatory sewer connections pursuant to Section 70.91, under one of the following circumstances:

- i. *Replacing a failed septic system.* Existing properties with a malfunctioning or inoperable septic tank or other on-site sewerage facility (OSSF) serving said property, and within 300 feet of the Town's sanitary sewer system.
- ii. *Subdividing property.* Properties where a plat application has been submitted to the Town to subdivide the property into four (4) buildable lots or less, where each buildable lot consists of a minimum lot size of two (2) acres.

(2) *Application, Fee, Review and Approval:*

- i. Requests for an exception must be submitted on forms issued by the Town and submitted in writing to the Town's Planning Services Division. The written request must identify the standards present in Section 90-422(b)(2)(vii) that impact the subject property's ability to connect to the Town's sanitary sewer system.
- ii. Requests for replacing a failed septic system shall follow the application process and regulations outlined within Chapter 34 of the Town's On-site Sewage Disposal regulations and all applicable State regulations.
- iii. Requests for subdividing property shall accompany a plat application.
- iv. Requests that include a cost exception pursuant to Section 90-422(b)(2)(viii), must submit estimates with the application.
- v. The Town Manager, or their designee (the "Director"), may require additional information or may waive certain requirements depending

on the circumstances of the request and disposition of the subject property.

- vi. An application and review fee of \$250.00 (“exception review fee”) shall be paid to the Town prior to staff review of the exception request. The exception review fee is in addition to the required fees for replacing a failed septic system or subdividing property.
- vii. Requests that meet the following standards shall be approved administratively by the Director:
 - 1. Requests to replace a failed septic system shall be approved if they meet the following criteria:
 - a. The proposed septic system/OSSF repairs or the new OSSF is in compliance with Article VI of Chapter 34 of the Town’s On-site Sewage Disposal regulations and all applicable State regulations.
 - b. Connecting to the Town’s sanitary sewer system requires any of the following:
 - i. Grinder pumps;
 - ii. Boring under a public thoroughfare street;
 - iii. Obtaining an easement through adjacent private property; or,
 - iv. The cost to connect to the Town’s sanitary sewer system exceeds the cost of replacing the failed septic system as described by subsection viii below.
 - 2. Requests to subdivide property shall be approved if they meet the following criteria:
 - a. The minimum lot size is two (2) acres on four (4) or fewer buildable lots, and the proposed septic system/OSSF repairs or the new OSSF is in compliance with Article VI of Chapter 34 of the Town’s On-site Sewage Disposal regulations and all applicable State regulations.

- b. Extension of the Town's sanitary sewer system to the property is not on the Town's five-year Capital Improvement Plan.
- c. Connecting to the Town's sanitary sewer system requires any of the following:
 - i. Grinder pumps;
 - ii. Obtaining an easement through adjacent private property;
 - iii. Lift station and force main; or,
 - iv. The cost to connect to the Town's sanitary sewer system exceeds the cost of installing a new septic system as described by subsection viii below.
- viii. In determining if cost is an applicable criterion for an exception, the applicant shall provide a minimum of three cost estimates for both connecting to the Town's wastewater system and replacing or installing a compliant OSSF. All cost estimates are subject to review by the Director and the applicant shall provide additional information, if requested, to clarify provided cost estimates. If the Director determines that all three cost estimates to connect to the Town's wastewater system exceed the cost to replace or install a compliant OSSF, that cost shall be deemed to meet that criterion for an exception.

(3) *Expiration of approved exception:*

- i. An approved exception for replacing a failed septic system expires if a permit to replace the failed or inoperable septic system has not been finalized by the Town within 90 calendar days from the date the exception is granted.
- ii. An approved exception associated with the subdividing of property expires if a record plat of the property has not been approved by the Town within nine (9) months from the date the exception is granted.
- iii. The Director, in their sole discretion, may extend an expiration upon request by the applicant if the Director determines that progress is being made to complete the permit or plat and that strict enforcement

of this section only creates an undue hardship in completing the permit or plat, subject to the following conditions:

1. Up to two (2) extensions may be granted; and,
 2. Each extension cannot exceed 30 days.
- iv. Once an exception expires, the applicant may reapply for the exception under the process set forth herein no more than twice per property or platted subdivision. Each reapplication requires an updated cost estimate in order for cost to be considered as a qualifying criterion for an exception.

FEE Corrections: Corrections are redlined

<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 <u>410.00</u>

<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 <u>2,165.00</u>

b)	Grading Permit	\$1,265.00 <u>1,405.00</u>
c)	Right-of-Way Permit (ROW)	\$235.00 <u>260.00</u>
d)	Small Cell Permit	\$235.00 <u>260.00</u>
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.	

Chapter 78. Administration.	
<i>Code Section Number</i>	<i>Description</i>
78-1	<i>Application fees:</i>
78-84 – 78-86	<i>Appeals: Board of Adjustment fees:</i>
78-124	<i>Outdoor lighting fees:</i>
78-263	<i>Vested rights petition:</i>
78-301	<i>Amendments to approved plans:</i>

2) ~~Appeals: Board of Adjustment requests:~~

a. Appeal of administrative decision (all), variances, and special exceptions:
~~\$100.00~~\$665.00 + legal notices (variance fee was moved from SMARTGrowth section)

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 <u>\$1,285 + \$10/acre</u>
3)	Single Family Residential (50+ acres)	\$1,655 + \$15/acre over 50 <u>\$1,805 + \$10/acre over 50</u>
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 <u>\$1,140 + \$10/acre</u>
3)	Single Family Residential (50+ acres)	\$1,585 + \$15/acre over 50 <u>\$1,735 + \$10/acre over 50</u>
4)	Multi-Family and Non-Residential	\$1,535

2) Development Applications:

c. Master plan amendments:

	Master plan amendment type:	Fee:
1)	0 to 5 acres	\$1,390 + \$25/acre
2)	5+ acres 0 to 20 acres	\$1,355 90 + \$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 0 to 20 acres	\$500 + \$25/acre

3)	20+ acres to 50 acres	\$670 + \$20/acre over 20 \$1,270
4)	50+ acres	\$860 + \$15/acre over 50 \$1,310
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 0 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 0 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/Mixed Use (MU):

	PD type:	Fee:
1)	0 to 5 acres	\$4,005 + \$25/acre
2)	5+ acres 0 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 and MU amendments):

(1) All types: \$1,000.00 plus legal notification fees prescribed above.

k. Zoning verification letter: \$25.00 each (this was moved from the SMARTGrowth section)

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 90, "SUBDIVISIONS" OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, ARTICLE VI, "STANDARDS," DIVISION 7, "UTILITIES," SECTION 90-422, "ON-SITE SEWAGE FACILITIES," PROVIDING FOR AN EXCEPTION TO THE MANDATORY SEWER CONNECTION REQUIREMENT; AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," OF THE CODE OF ORDINANCES TO CORRECT 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 90, Subdivisions, of Subpart B, Land Development Regulations, Code of Ordinances, Town of Flower Mound, Texas, as amended, establishing subdivision regulations in the Town land; and,

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Appendix A, of the Code of Ordinances, Town of Flower Mound, Texas, 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 _____, 2023, and the Town Council of the Town of Flower Mound, Texas held a public hearing on _____, 2023, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 and Chapter 212 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 and determines that Chapter 90, "Subdivisions," 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.

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:

SECTION 1

That Section 90-422, “On-site sewage facilities” of Chapter 90, “Subdivisions” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Section 90-422. – On-site sewage facilities.

(a) In proposed subdivisions where public sanitary sewers are not available, the subdivider shall ensure any on-site sewage facilities are in compliance with the applicable Town and State on-site sewage facility regulations.

(b) *Exception to mandatory sanitary sewer connection.*

(1) *Applicability:* Within the Long Prairie sanitary sewer service area, the Town may consider exceptions to mandatory sewer connections pursuant to Section 70.91, under one of the following circumstances:

- i. *Replacing a failed septic system.* Existing properties with a malfunctioning or inoperable septic tank or other on-site sewerage facility (OSSF) serving said property, and within 300 feet of the Town’s sanitary sewer system.
- ii. *Subdividing property.* Properties where a plat application has been submitted to the Town to subdivide the property into four (4) buildable lots or less, where each buildable lot consists of a minimum lot size of two (2) acres.

(2) *Application, Fee, Review and Approval:*

- i. Requests for an exception must be submitted on forms issued by the Town and submitted in writing to the Town’s Planning Services Division. The written request must identify the standards present in Section 90-422(b)(2)(vii) that impact the subject property’s ability to connect to the Town’s sanitary sewer system.

- ii. Requests for replacing a failed septic system shall follow the application process and regulations outlined within Chapter 34 of the Town's On-site Sewage Disposal regulations and all applicable State regulations.
- iii. Requests for subdividing property shall accompany a plat application.
- iv. Requests that include a cost exception pursuant to Section 90-422(b)(2)(viii), must submit estimates with the application.
- v. The Town Manager, or their designee (the "Director"), may require additional information or may waive certain requirements depending on the circumstances of the request and disposition of the subject property.
- vi. An application and review fee of \$250.00 ("exception review fee") shall be paid to the Town prior to staff review of the exception request. The exception review fee is in addition to the required fees for replacing a failed septic system or subdividing property.
- vii. Requests that meet the following standards shall be approved administratively by the Director:
 - 1. Requests to replace a failed septic system shall be approved if they meet the following criteria:
 - a. The proposed septic system/OSSF repairs or the new OSSF is in compliance with Article VI of Chapter 34 of the Town's On-site Sewage Disposal regulations and all applicable State regulations.
 - b. Connecting to the Town's sanitary sewer system requires any of the following:
 - i. Grinder pumps;
 - ii. Boring under a public thoroughfare street;
 - iii. Obtaining an easement through adjacent private property; or,
 - iv. The cost to connect to the Town's sanitary sewer system exceeds the cost of replacing the

failed septic system as described by subsection viii below.

2. Requests to subdivide property shall be approved if they meet the following criteria:

- a. The minimum lot size is two (2) acres on four (4) or fewer lots, and the proposed septic system/OSSF repairs or the new OSSF is in compliance with Article VI of Chapter 34 of the Town's On-site Sewage Disposal regulations and all applicable State regulations.
- b. Extension of the Town's sanitary sewer system to the property is not on the Town's five-year Capital Improvement Plan.
- c. Connecting to the Town's sanitary sewer system requires any of the following:
 - i. Grinder pumps;
 - ii. Obtaining an easement through adjacent private property;
 - iii. Lift station and force main; or,
 - iv. The cost to connect to the Town's sanitary sewer system exceeds the cost of installing a new septic system as described by subsection viii below.
- viii. In determining if cost is an applicable criterion for an exception, the applicant shall provide a minimum of three cost estimates for both connecting to the Town's wastewater system and replacing or installing a compliant OSSF. All cost estimates are subject to review by the Director and the applicant shall provide additional information, if requested, to clarify provided cost estimates. If the Director determines that all three cost estimates to connect to the Town's wastewater system exceed the cost to replace or install a compliant OSSF, that cost shall be deemed to meet that criterion for an exception.

(3) *Expiration of approved exception:*

- i. An approved exception for replacing a failed septic system expires if a permit to replace the failed or inoperable septic system has not been finalized by the Town within 90 calendar days from the date the exception is granted.
- ii. An approved exception associated with the subdividing of property expires if a record plat of the property has not been approved by the Town within nine (9) months from the date the exception is granted.
- iii. The Director, in their sole discretion, may extend an expiration upon request by the applicant if the Director determines that progress is being made to complete the permit or plat, and that strict enforcement of this section only, creates an undue hardship in completing the permit or plat, subject to the following conditions:
 - 1. Up to two (2) extensions may be granted; and,
 - 2. Each extension cannot exceed 30 days.
- iv. Once an exception expires, the applicant may reapply for the exception under the process set forth herein no more than twice per property or platted subdivision. Each reapplication requires an updated cost estimate in order for cost to be considered as a qualifying criterion for an exception."

SECTION 2

That 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:
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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

<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)	\$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 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 3

That Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by replacing all information and fees corresponding with Chapter 78, "Administration," in its entirety, to read as follows:

"

Chapter 78. Administration.	
<i>Code Section Number</i>	<i>Description</i>
78-1	<i>Application fees:</i>
78-84	<i>Board of Adjustment fees:</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) Board of Adjustment fees:

- a. Appeal of administrative decision (all): variances, and special exceptions:
\$665.00 + legal notices

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 4

That Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising fees corresponding to Sections 1(a) and (b) of Chapter 90, “Subdivisions,” as follows:

“

- a. Development plans:

	Development plan type:	Fee:
1)	Single Family Residential (0-50 acres)	\$1,285 + \$10/acre
2)	Single Family Residential (50+ acres)	\$1,805 + \$10/acre over 50
3)	Multi-Family and Non-Residential	\$1,680

- b. Record plats:

	Record plat type:	Fee:
1)	Single Family Residential (0-50 acres)	\$1,140 + \$10/acre
2)	Single Family Residential (50+ acres)	\$1,735 + \$10/acre over 50
3)	Multi-Family and Non-Residential	\$1,535

”

SECTION 5

That Appendix A, “Fee Schedule,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by revising fees found in Sections 2(c) through (h), and Section 2(k), corresponding with Chapter 98, “Zoning,” as follows:

“

- 2) Development Applications:

c. Master plan amendments:

	Master plan amendment type:	Fee:
1)	0 to 20 acres	\$1,355 + \$25/acre
2)	20+ acres to 50 acres	\$1,835 + \$20/acre over 20
3)	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 20 acres	\$500 + \$25/acre
2)	20 acres to 50 acres	\$1,270
3)	50+ acres	\$1,310
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 20 acres	\$2,935 + \$25/acre
2)	20+ to 50 acres	\$3,525 + \$20/acre over 20
3)	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) –Conservation:

	PD type:	Fee:
1)	0 to 20 acres	\$4,320 + \$25/acre
2)	20+ to 50 acres	\$5,295 + \$20/acre over 20
3)	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/Mixed Use (MU):

	PD type:	Fee:
1)	0 to 20 acres	\$4,005 + \$25/acre

2)	20+ to 50 acres	\$4,690 + \$20/acre over 20
3)	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 and MU amendments):

(1) All types: \$1,000.00 plus legal notification fees prescribed above.

k. Zoning verification letter: \$25.00 each”

SECTION 6

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 7

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 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 6th DAY OF
FEBRUARY, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

FUTURE AGENDA ITEMS

Agenda Date	Item Name	Item Category
02/20/2023	Consider approval of an ordinance vacating and abandoning the eastern 50 feet of the existing 15-foot utility easement located along the south property line of Lob 25, Block 11, Carriage Glen at Bridlewood Addition. The Carriage Glen at Bridlewood addition is generally located east of Bridlewood Boulevard and north of FM 1171.	Other
02/20/2023	Consider approval of the purchase of one new Case 590 SN Backhoe per Town of Flower Mound Specifications and Vendor Quote from Associated Supply Company, Inc. in the amount of \$136,600.00.	Purchases
02/20/2023	Consider approval of the purchase of one new Bobcat E50 RS Series Compact Excavator per Town of Flower Mound Specifications and Vendor Quote from Bobcat of North Texas in the amount of \$78,575.00.	Purchases
02/20/2023	Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG); authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.	Resolution
02/20/2023	Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 Bullet-Resistant Shield Grant; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.	Resolution
02/20/2023	Consider Approval of Amendment No. 3 to the Fiscal Year 2022-2023 Capital Improvement Program.	CIP
02/20/2023	Consider approval of the minutes from 2/6 regular meeting, and the 2/16 work session.	Minutes
02/20/2023	Proclamation and presentation of Hometown Hero banner to Ronald Wasilewski.	Presentation
03/06/2023	Consider approval of the minutes from the 2/20 regular meeting.	Minutes
03/06/2023	Consider approval of the purchase of one new Case TV370B Compact Rubber Track Loader per Town of Flower Mound Specifications and Vendor Quote from Associated Supply Company, Inc. in the amount of \$76,800.00.	Purchases
03/20/2023	Oak Street Lift Station and Force Main Phase IV - Testing PSA	Professional Service Agreement
03/20/2023	Consider approval of the minutes from the 3/6 regular meeting.	Minutes
04/03/2023	Consider approval of the minutes from the 3/20 regular meeting.	Minutes

04/03/2023	Consider approval of a Construction Agreement with XXXXXXXXXX, for the Timber Creek Water Line Phase I (Garden Homes) project, in the amount of \$XXXXXXX; and authorization for the Mayor to execute same on behalf of the Town.	Construction Agreement
04/17/2023	High Road Water Line Phase II - Testing PSA	Professional Service Agreement
04/17/2023	High Road Water Line Phase II - Construction Agreement	Construction Agreement
04/17/2023	Consider approval of the minutes from the 4/3 regular meeting.	Minutes
05/01/2023	Consider approval of the minutes from a regular meeting on 4/17 and a work session held on 4/20.	Minutes
05/16/2023	Consider approval of the minutes from a regular meeting held on 5/1.	Minutes