

Town Council Regular Meeting



May 16, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

A public reception will be held at 5:30 pm in the Town Hall lobby for outgoing and newly elected council members.

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. Certificate of Achievement, Marcus Girls Soccer - UIL 6a State Champions
2. Public Works Week Proclamation (May 21- 27)

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. 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 5/1 - Consider approval of the minutes from a regular meeting held on 5/1.
2. Election Canvass (General) - Consideration and approval of an ordinance canvassing the returns and declaring the results of a General Election held May 6, 2023, for the purpose of electing Council Member Places 2 and 5 and providing an effective date.
3. Election Canvass (Special - Bond) - Consideration and approval of an ordinance canvassing the returns and declaring the results of a Bond Election held on May 6, 2023, by the Town of Flower Mound, Texas.
4. Upper Timber Interceptor - BuyBoard Award - Consider approval of Sanitary Sewer Rehabilitation Services related to the Upper Timber Interceptor (Morris Road to One Place Lane) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through BuyBoard, in the amount of \$281,576.00.
5. Alcoholic beverages at SIM Chef Competition - Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary Elite Chef Competition on June 22, 2023.
6. TxDOT Grant Resolution - Consider approval of a resolution authorizing the application of a grant proposal to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program 2023 Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.
7. Twin Coves Park Housekeeping Agreement - Consider approval of a Contract for Services Agreement with Festac Building Construction, Inc. to provide housekeeping services for Twin Coves Park, at the unit prices bid and to establish an annual bid price contract for routine housekeeping services to clean the rented cabins in an annual estimated amount of \$42,000.00; and authorization for the Mayor to execute same on behalf of the Town. This is the award of Bid No 2023-39-A and the contract is for one-year with four one-year renewal options.
8. 3rd FY 22-23 Budget Amendment - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22 and No. 06-23 for adjustments to the General Fund.
9. Breathing apparatus for firefighters - Consider approval of the purchase of replacement Self Contained Breathing Apparatus from Casco Industries, Inc through BuyBoard Purchasing Contract No. 698-23 in the total amount of \$921,662.43, and authorization for the Mayor to execute same on behalf of the Town.

G. RECOGNITION OF AND REMARKS FROM OUTGOING COUNCILMEMBER SANDEEP SHARMA

H. OATH OF OFFICE FOR NEWLY ELECTED/REELECTED OFFICIALS

1. Administer Oath of Office to newly elected Councilmember Place 2, Chris Drew and issue Certificate of Election.
2. Administer Oath of Office to reelected Councilmember Place 5, Ann Martin and issue Certificate of Election.

I. REMARKS FROM NEWLY ELECTED/REELECTED COUNCILMEMBERS

J. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551.074 to discuss matters relating to personnel as follows:

1. Discuss and consider election of Mayor Pro Tem and Deputy Mayor Pro Tem

K. 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 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.

L. COORDINATION OF CALENDARS

1. May 18 - Work session
2. June 5 - Regular meeting
3. Discuss and consider date and time options for a Strategic Planning Retreat on June 15.

M. ADJOURN

N. FUTURE ITEMS

1. Future Agenda

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 11, 2023, at 4:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

Town Council Regular Meeting



May 1, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. 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
Gerald Pruitt, Town Attorney
Tommy Dalton, Assistant Town Manager
Melody Eby, Senior Economic Development Specialist
JP Walton, Strategic Services Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
Andy Kancel, Police Chief
Wendell Mitchell, Assistant Police Chief

B. INVOCATION

Mayor France asked everyone to participate in a moment of silence in honor of former Denton County Judge Mary Horn who recently passed away in her home at the age of 77.

Chaplain Cole 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. PRESENTATION(S)

1. Presentation to Mayor for the Day (Ava McIntire)
Mayor France acknowledged Ava McIntire for being Mayor for the Day and presented her with a Town sign.

E. PUBLIC COMMENT

No one spoke.

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor Pro Tem Sharma announced that May 6th is Election Day. He also announced that the Town's Splash Pad is now open at Heritage Park.

Deputy Mayor Pro Tem Martin extended congratulations to the Library and Communications staff for their award from the Texas Libraries Association for last year's summer reading promotional video (Oceans of Possibility).

Councilmember Engel extended congratulations to the Town's Economic Development staff for their award from Business Facilities (Site Selector in the U.S.). He also reported that the Town has its first ad in a national site selection magazine.

Mayor France reported that some of the Flower Mound schools are competing in various sports events and look forward to recognizing them at a future meeting.

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
Ms. Eby reported that the Junior Leadership Program received the Economic Development Organization award from the national publication of Business Facilities.
 - a. 2023 Business Survey

Ms. Eby provided background information on a new 2023 Business survey.

3. Organizational Updates
4. Legislative Update and matters related thereto, including possible action.

Mr. Walton gave a presentation identifying or noting:

- Town Council action summary

- Update since April 20

and he responded to questions from Council regarding:

- what are other cities doing to express their opposition
- possibility of a legal opinion on the demise of the Town's Master Plan if some of these bills pass

Council Discussion

There was Council discussion regarding:

- possibility of a special legislative session for some bills
- importance of informing the community of the significance of some bills currently being considered by the Texas Legislature and the impact on Flower Mound residents
- voting behavior by Texas legislators
- for future updates, interested in language that amends the applicability based on the size of the town
- possibility of identifying individuals or groups that are supporting the bills (to understand who or what is driving the bills forward)
- possibility of going to Austin to testify
- possibility of calling a special Town Council meeting

Mr. Childers summarized next steps.

H. FUTURE AGENDA ITEM(S)

Councilmember Taylor requested a future agenda item to get an update on various TxDot projects that impact Flower Mound, including the widening of Highway 377. There was Council consensus to proceed.

Councilmember Engel reported on the high numbers associated with home appraisals residents are currently receiving and requested a future agenda item on the topic to understand options. There was Council consensus to proceed.

I. COORDINATION OF CALENDARS

1. May 16 (Tue) - Regular meeting
2. May 18 - Work session
Mayor France confirmed that all members of Council plan to attend the above-referenced meetings, with the understanding Councilmember Engel will not be at the May 18 work session and there will be a new Councilmember for Place 2.

J. CONSENT ITEM(S)

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve the following consent items as presented in the agenda caption.
Councilmember Jim Engel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 4/17 & 4/20 - Consider approval of the minutes from a regular meeting on 4/17 and a work session held on 4/20.
2. Evidence Storage Server Expansion - Consider approval of the expansion of the Assureon, "Chain of Evidence" storage servers, on GSA contract, from Soccour Solutions, in the amount of \$51,171.
3. Upper Trinity Board Appointment - Consider approval of a resolution appointing Clay Riggs as the Town's representative, to serve on the Upper Trinity Regional Water District (UTRWD) Board of Directors for a four-year term ending May 31, 2027; and authorization for the Mayor to sign on behalf of the Town.

K. REGULAR ITEM(S)

The following item was moved from consent to regular at the request of Deputy Mayor Pro Tem Martin.

1. PSA - Flock Group - Consider approval of a Professional Services Agreement with Flock Group, Inc., to provide equipment, installation, technical support, and software for license plate reader technology at five (5) locations along Town roadways as part of a sixty-day pilot period as a no cost-effectiveness trial to evaluate effectiveness for consideration as a decision package in the FY 23 - 24 fiscal budget; and authorization for the Mayor to execute same on behalf of the Town.

Assistant Chief Mitchell gave a presentation identifying or noting:

- mission and goals of Flock Safety
- using License Plate Recognition (LPR)
- Flock Safety (how it works)
- Flock in Texas (cities that use Flock)
- why Flock Safety
- what is this tech
- protecting data and privacy
- transparency and insights (public portal and dashboard)
- success story

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

- how is data captured by Flock Safety
- is the trial period of 60 days sufficient
- how many cameras would be needed on a town-wide basis in the long term
- is there an opt-out option for individual drivers (HOA example)
- who has access to information
- can the contract be customized
- how the toll system uses this type of technology and how long do they keep that data
- lead time from approval to implementation
- option of appropriating funding and bringing the item forward later
- what is driving the 60-day trial period

Council Discussion

There was Council discussion regarding:

- concerns about facial recognition being captured (news article)
- privacy rights
- data retention (30 days too long) and the possibility of a court order to retain longer (3 - 7 days would be reasonable)
- interest in getting legal input as to whether this is considered an infringement on 4th amendment rights (pending case law)
- 3rd party users and who can access data
- the contract indicates they can aggregate data and can use it for AI, so they can take the data and other information for other trends (marketing content)
- interest in seeing a policy proposal specific to Flower Mound that addresses the concerns identified
- data tracking in other states
- how we could be catching criminals from other communities and that puts officers and citizens at risk
- how the benefits are clear, but there are tradeoffs that need to be discussed in more detail
- how the program is controversial in Trophy Club
- how Flower Mound is a low-crime community and there is great trust amongst the police and citizenry - and if that was not the case, this technology could close that gap
- categories such as crime, silver alert, amber alert
- concerns regarding gathering information from people that don't want their information stored anywhere
- if things such as retention, policies, and the contract can be worked out, this program could be beneficial

- hesitant to move forward without seeing a specific policy that the town would use
- given the volume of cities using this system, concerns regarding data exposure
- concerns regarding Flock using the data in perpetuity
- it would be important to let the community know about this technology being in place
- interest in giving more staff to the PD than the cameras
- interest in having data from a neutral 3rd party to have a better understanding of the return on investment, instead of success stories from the vendor
- interest in having the policy prior to the pilot implementation (including training, login, and credentials)
- how the item will require Council approval after the trial period
- security of the data and how it is used is important
- how the policy may change after it's been used during the trial period
- interest in having frequent audits within the system to make sure all searches were valid
- like the idea of identifying exactly what it can and cannot be used for, and err on the side of over-communicating information
- how some comfort has been obtained given its use by others
- there is a ripe opportunity for misuse of town data in another state where it can't be controlled
- not interested in being the next data collector for Google, for example
- timing for possible implementation as it relates to the budget cycle
- possibility of extending the trial period to 90 days

Mr. Childers outlined the timing as it relates to the trial period and the budget process.

ACTION:	Deputy Mayor Pro Tem Ann Martin moved to postpone item K.1 to a date to be determined by the Police Department upon completion of their draft policy. Councilmember Adam Schiestel seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

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, Capital Improvements Advisory Committee, 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 action taken.

M. CLOSED MEETING

Mayor France announced that the time is now 8:07 p.m. and the Town Council is convening into a closed meeting, pursuant to Texas Government Code Chapter 551, and Sections 071, 072, .074, and 087.

1. Consultation with Town Attorney.
 - a. Oncor transmission line, switch, and substation projects.
2. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, 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 reconvened into an open meeting at 8:19 p.m. on May 1, 2023, and no action was taken on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 8:19 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: May 16, 2023
FROM: Theresa Scott, Town Secretary
ITEM: **Consideration and approval of an ordinance canvassing the returns and declaring the results of a General Election held May 6, 2023, for the purpose of electing Council Member Places 2 and 5 and providing an effective date.**

BACKGROUND: A General Election was held on May 6, 2023, with voters casting ballots on Election Day and during early voting. The Town Charter (Sec. 5.07) and Texas Election Code (Sec 67.003) require canvassing the results after the election.

Town Charter 5.06 - Election by Majority.

At any regular or special election, the candidates in each place or office who shall have received the majority of votes cast in such election shall be declared elected.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. 5.16.23_Canvass Ord
2. Canvass-Denton County
3. Canvass_Tarrant County

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 6, 2023, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER PLACES 2 AND 5, OF THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of Flower Mound, Texas (the “Town”), caused to be published in accordance with the laws of the State of Texas, notice of the election held May 6, 2023, for the election of council member places 2 and 5, of the Town; and

WHEREAS, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notice of said election; and

WHEREAS, said election was duly and legally held on May 6, 2023, in the Town and in conformity with the election laws of the State of Texas, and the results of said election have been certified and returned by the proper judge and clerks thereof; and

WHEREAS, the Town Council has considered the returns of said election held May 6, 2023, and pursuant to state law and Section 5.07 of the Home Rule Charter of the Town, the Council shall canvass and declare the official results; and

WHEREAS, the election returns, duly and legally made, showed that there were cast at said election a total of 7,937 valid and legal votes (14%), and that each of the candidates in said election received the following votes:

COUNCIL MEMBER PLACE 2

Candidate	Early Voting	Election Day	Total*	Percentage
Brad Ruthrauff	1,753	542	2,295	30.62%
Chris Drew	3,922	1,279	5,201	69.38%

COUNCIL MEMBER PLACE 5

Candidate	Early Voting	Election Day	Total*	Percentage
Ann G Martin	4,116	1,317	5,433	100%

**Denton and Tarrant County total*

WHEREAS, pursuant to Section 5.06 Article V of the Home Rule Charter of the Town, in order to be declared elected, a candidate must receive the majority of the votes cast for the office or place for which such person is a candidate.

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

SECTION 1

Each and every one of the recitals, findings, and determinations contained in the preamble of this Ordinance are found to be true and correct and are hereby repeated and incorporated herein as if copied in their entirety.

SECTION 2

It is further found and determined that the results of the election as canvassed and tabulated, as referenced in the preamble to this Ordinance, reflect the expressed desires of the resident, qualified electors of the Town, and that the above canvass is hereby approved.

SECTION 3

The duly elected members of the Town Council of the Town of Flower Mound, Texas, elected on May 6, 2023, council member places 2 and 5, subject to the taking of the oaths as provided by the laws of the State of Texas, are as follows:

Council Member, Place 2
Council Member, Place 5

Chris Drew
Ann G Martin

Three Year Term
Three Year Term

SECTION 4

The Mayor is hereby authorized and directed to execute and deliver this Ordinance canvassing the General Election in accordance with the Texas Election Code and all other necessary action in connection therewith.

SECTION 5

This Ordinance shall take effect and be in force from and after its final passage and approval, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 16TH DAY OF MAY 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Flower Mound Canvass

Run Time 7:51 AM
Run Date 05/15/2023

Denton County

Joint, General & Special Elections

5/6/2023

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Frank Phillips

Official Results

Registered Voters
7897 of 56040 = 14.09%

Precincts Reporting
25 of 25 = 100.00%

Town of Flower Mound Councilmember, Place 2 - Three Year Term

Precinct	Brad Ruthrauff	Chris Drew	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3138 - 12	118	301	419	36	0	6	333	116	455	3,979	11.44%
3139 - 12	178	329	507	27	0	4	380	150	534	4,449	12.00%
3140 - 12	172	387	559	34	0	1	420	172	593	4,349	13.64%
3141 - 10	0	3	3	0	0	0	3	0	3	36	8.33%
3141 - 12	134	395	529	18	0	4	412	131	547	3,828	14.29%
3141 - 13	4	56	60	0	0	2	46	12	60	326	18.40%
3142 - 10	9	91	100	3	0	1	72	30	103	528	19.51%
3142 - 11	4	7	11	0	0	0	11	0	11	128	8.59%
3142 - 12	3	4	7	0	0	0	7	0	7	27	25.93%
3142 - 13	0	0	0	0	0	0	0	0	0	0	0.00%
3143 - 12	77	199	276	20	0	4	203	89	296	1,732	17.09%
3144 - 12	135	353	488	34	0	3	380	139	522	3,685	14.17%
3145 - 12	143	410	553	50	0	1	468	134	603	4,540	13.28%
3146 - 12	93	210	303	29	1	2	267	64	333	2,652	12.56%
3147 - 12	177	438	615	26	0	2	468	171	641	4,428	14.48%
3148 - 12	63	222	285	17	0	3	213	86	302	2,638	11.45%
3149 - 12	152	223	375	16	0	5	272	114	391	3,168	12.34%
3150 - 12	99	224	323	22	0	2	263	80	345	2,662	12.96%
3151 - 12	214	272	486	18	0	4	403	97	504	3,616	13.94%
4204 - 12	138	323	461	32	0	2	373	118	493	3,207	15.37%

Flower Mound Canvass

Run Time 7:51 AM
Run Date 05/15/2023

Denton County

Joint, General & Special Elections

5/6/2023

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Official Results

Registered Voters
7897 of 56040 = 14.09%

Precincts Reporting
25 of 25 = 100.00%

Town of Flower Mound Councilmember, Place 2 - Three Year Term

Precinct	Brad Ruthrauff	Chris Drew	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
4205 - 12	249	392	641	34	0	0	518	157	675	4,185	16.13%
4208 - 10	114	343	457	18	0	1	406	68	475	1,850	25.68%
4208 - 13	0	0	0	0	0	0	0	0	0	0	0.00%
4209 - 10	1	1	2	0	0	0	2	0	2	8	25.00%
4209 - 13	2	0	2	0	0	0	2	0	2	19	10.53%
Totals	2,279	5,183	7,462	434	1	47	5,922	1,928	7,897	56,040	14.09%

Flower Mound Canvass

Run Time 7:51 AM
Run Date 05/15/2023

Denton County

Joint, General & Special Elections

5/6/2023

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Official Results

Registered Voters
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Precincts Reporting
25 of 25 = 100.00%

Town of Flower Mound Councilmember, Place 5 - Three Year Term

Precinct	Ann G Martin	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3138 - 12	305	305	150	0	6	333	116	455	3,979	11.44%
3139 - 12	383	383	151	0	4	380	150	534	4,449	12.00%
3140 - 12	413	413	180	0	1	420	172	593	4,349	13.64%
3141 - 10	2	2	1	0	0	3	0	3	36	8.33%
3141 - 12	364	364	183	0	4	412	131	547	3,828	14.29%
3141 - 13	35	35	25	0	2	46	12	60	326	18.40%
3142 - 10	71	71	32	0	1	72	30	103	528	19.51%
3142 - 11	4	4	7	0	0	11	0	11	128	8.59%
3142 - 12	5	5	2	0	0	7	0	7	27	25.93%
3142 - 13	0	0	0	0	0	0	0	0	0	0.00%
3143 - 12	194	194	102	0	4	203	89	296	1,732	17.09%
3144 - 12	374	374	148	0	3	380	139	522	3,685	14.17%
3145 - 12	407	407	196	0	1	468	134	603	4,540	13.28%
3146 - 12	229	229	104	0	2	267	64	333	2,652	12.56%
3147 - 12	450	450	191	0	2	468	171	641	4,428	14.48%
3148 - 12	191	191	111	0	3	213	86	302	2,638	11.45%
3149 - 12	258	258	133	0	5	272	114	391	3,168	12.34%
3150 - 12	233	233	112	0	2	263	80	345	2,662	12.96%
3151 - 12	351	351	153	0	4	403	97	504	3,616	13.94%
4204 - 12	327	327	166	0	2	373	118	493	3,207	15.37%

Flower Mound Canvass

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Run Date 05/15/2023

Denton County

Joint, General & Special Elections

5/6/2023

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Official Results

Registered Voters
7897 of 56040 = 14.09%

Precincts Reporting
25 of 25 = 100.00%

Town of Flower Mound Councilmember, Place 5 - Three Year Term

Precinct	Ann G Martin	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
4205 - 12	448	448	227	0	0	518	157	675	4,185	16.13%
4208 - 10	360	360	115	0	1	406	68	475	1,850	25.68%
4208 - 13	0	0	0	0	0	0	0	0	0	0.00%
4209 - 10	1	1	1	0	0	2	0	2	8	25.00%
4209 - 13	1	1	1	0	0	2	0	2	19	10.53%
Totals	5,406	5,406	2,491	0	47	5,922	1,928	7,897	56,040	14.09%

Flower Mound Canvass

Run Time 7:51 AM
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Official Results

Registered Voters
7897 of 56040 = 14.09%

Precincts Reporting
25 of 25 = 100.00%

Town of Flower Mound Proposition A

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3138 - 12	213	235	448	7	0	6	333	116	455	3,979	11.44%
3139 - 12	302	228	530	4	0	4	380	150	534	4,449	12.00%
3140 - 12	302	286	588	5	0	1	420	172	593	4,349	13.64%
3141 - 10	1	2	3	0	0	0	3	0	3	36	8.33%
3141 - 12	280	266	546	1	0	4	412	131	547	3,828	14.29%
3141 - 13	8	50	58	2	0	2	46	12	60	326	18.40%
3142 - 10	40	59	99	4	0	1	72	30	103	528	19.51%
3142 - 11	4	7	11	0	0	0	11	0	11	128	8.59%
3142 - 12	2	5	7	0	0	0	7	0	7	27	25.93%
3142 - 13	0	0	0	0	0	0	0	0	0	0	0.00%
3143 - 12	153	139	292	4	0	4	203	89	296	1,732	17.09%
3144 - 12	255	264	519	3	0	3	380	139	522	3,685	14.17%
3145 - 12	266	334	600	3	0	1	468	134	603	4,540	13.28%
3146 - 12	133	198	331	2	0	2	267	64	333	2,652	12.56%
3147 - 12	296	339	635	6	0	2	468	171	641	4,428	14.48%
3148 - 12	121	179	300	2	0	3	213	86	302	2,638	11.45%
3149 - 12	169	213	382	9	0	5	272	114	391	3,168	12.34%
3150 - 12	116	219	335	9	1	2	263	80	345	2,662	12.96%
3151 - 12	204	293	497	6	1	4	403	97	504	3,616	13.94%
4204 - 12	185	306	491	2	0	2	373	118	493	3,207	15.37%

Flower Mound Canvass

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Official Results

Registered Voters
7897 of 56040 = 14.09%

Precincts Reporting
25 of 25 = 100.00%

Town of Flower Mound Proposition A

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
4205 - 12	327	342	669	6	0	0	518	157	675	4,185	16.13%
4208 - 10	201	257	458	15	2	1	406	68	475	1,850	25.68%
4208 - 13	0	0	0	0	0	0	0	0	0	0	0.00%
4209 - 10	0	2	2	0	0	0	2	0	2	8	25.00%
4209 - 13	2	0	2	0	0	0	2	0	2	19	10.53%
Totals	3,580	4,223	7,803	90	4	47	5,922	1,928	7,897	56,040	14.09%

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*** End of report ***

3706 - 133

40 ballots cast

Town of Flower Mound - Councilmember, Place 2 - Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Brad Ruthrauff		0	0.00%	14	58.33%	2	20.00%	16	47.06%
Chris Drew		0	0.00%	10	41.67%	8	80.00%	18	52.94%
Cast Votes:		0	0.00%	24	100.00%	10	100.00%	34	100.00%
Undervotes:		2		2		2		6	
Overvotes:		0		0		0		0	

Town of Flower Mound - Councilmember, Place 5 - Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ann G Martin		0	0.00%	16	100.00%	11	100.00%	27	100.00%
Cast Votes:		0	0.00%	16	100.00%	11	100.00%	27	100.00%
Undervotes:		2		10		1		13	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		1	50.00%	20	76.92%	9	75.00%	30	75.00%
Against		1	50.00%	6	23.08%	3	25.00%	10	25.00%
Cast Votes:		2	100.00%	26	100.00%	12	100.00%	40	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

3706 - 134

0 ballots cast

Town of Flower Mound - Councilmember, Place 2 - Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Brad Ruthrauff		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Chris Drew		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Flower Mound - Councilmember, Place 5 - Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ann G Martin		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Against		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***



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

DATE: May 16, 2023
FROM: Theresa Scott, Town Secretary
ITEM: **Consideration and approval of an ordinance canvassing the returns and declaring the results of a Bond Election held on May 6, 2023, by the Town of Flower Mound, Texas.**

BACKGROUND: A Special Election was held on May 6, 2023, for the purpose of voters casting ballots on Election Day and during early voting on Proposition A for 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.

The purpose of this item is to canvass the results of that special election.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue)
\$

Account Number(s):
100-XXX-XXXXX-XXXX

LEGAL REVIEW: Robert Dransfield with Norton Rose Fulbright has prepared the ordinance as to form and legality.

ATTACHMENTS:

1. Bond Canvass Ordinance
2. Canvass Report-Denton County
3. Canvass Report-Tarrant County

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

ORDINANCE NO. _____

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on February 14, 2023, the Town Council (the *Council*) of the Town of Flower Mound, Texas (the *Town*) called an election to be held on May 6, 2023 for the purpose of determining whether the resident, qualified voters of the Town would authorize the issuance of general obligation bonds by the Town; and

WHEREAS, it is hereby found and determined that notice of the election was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, the Council hereby canvasses the returns of this election, at which there was submitted to all resident, qualified voters of the Town for their action thereupon, the following proposition:

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?”

and

WHEREAS, the Council has diligently inquired into the poll lists and the official election returns which were duly and lawfully made to the Council by the judges and clerks holding and conducting such election; the poll lists and the official election returns showing separately the votes cast in the election; and

WHEREAS, from these returns, this Council hereby finds that the following votes were cast in the election by voters who were resident, qualified voters of the Town:

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.”

Denton County		
	<u>For</u>	<u>Against</u>
Early/Absentee Votes	2,756	3143
Election Day Votes	824	1080
TOTAL	3,580	7,803

Tarrant County		
	<u>For</u>	<u>Against</u>
Early/Absentee Votes	21	7
Election Day Votes	9	3
TOTAL	30	10

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

SECTION 1: The Council officially finds, determines, and declares that the election was duly and properly called, that proper legal notice of such election was duly given in the English language, the Spanish language and the Vietnamese language that proper election officers were duly appointed prior to the election, that the election was duly and legally held, that all resident, qualified voters of the Town were permitted to vote at the election, that due returns of the results of the election had been made and delivered, and that the Council has duly canvassed such returns, all in accordance with the laws of the State of Texas and of the United States of America, and the ordinance calling the election.

SECTION 2: A MAJORITY of the resident, qualified voters of the Town of Flower Mound, Texas voting in such election, having voted AGAINST the authorization and issuance of bonds \$7,500,000 and the levy and pledge of the tax in payment thereof as provided in Proposition A, the Council hereby finds and determines that Proposition A failed at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law.

SECTION 3: 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 4: All resolutions and ordinances, 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 resolved herein.

SECTION 5: This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6: 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 the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7: 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 8: This Ordinance shall be in force and effect from and after its final passage and it is so resolved.

PASSED, ADOPTED, AND APPROVED on May 16, 2023, the date of the canvassing meeting.

TOWN OF FLOWER MOUND, TEXAS

Mayor

ATTEST:

Town Secretary

(TOWN SEAL)

Flower Mound Canvass

Run Time 7:51 AM
Run Date 05/15/2023

Denton County

Joint, General & Special Elections

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Frank Phillips

Official Results

Registered Voters
7897 of 56040 = 14.09%

Precincts Reporting
25 of 25 = 100.00%

Town of Flower Mound Councilmember, Place 2 - Three Year Term

Precinct	Brad Ruthrauff	Chris Drew	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3138 - 12	118	301	419	36	0	6	333	116	455	3,979	11.44%
3139 - 12	178	329	507	27	0	4	380	150	534	4,449	12.00%
3140 - 12	172	387	559	34	0	1	420	172	593	4,349	13.64%
3141 - 10	0	3	3	0	0	0	3	0	3	36	8.33%
3141 - 12	134	395	529	18	0	4	412	131	547	3,828	14.29%
3141 - 13	4	56	60	0	0	2	46	12	60	326	18.40%
3142 - 10	9	91	100	3	0	1	72	30	103	528	19.51%
3142 - 11	4	7	11	0	0	0	11	0	11	128	8.59%
3142 - 12	3	4	7	0	0	0	7	0	7	27	25.93%
3142 - 13	0	0	0	0	0	0	0	0	0	0	0.00%
3143 - 12	77	199	276	20	0	4	203	89	296	1,732	17.09%
3144 - 12	135	353	488	34	0	3	380	139	522	3,685	14.17%
3145 - 12	143	410	553	50	0	1	468	134	603	4,540	13.28%
3146 - 12	93	210	303	29	1	2	267	64	333	2,652	12.56%
3147 - 12	177	438	615	26	0	2	468	171	641	4,428	14.48%
3148 - 12	63	222	285	17	0	3	213	86	302	2,638	11.45%
3149 - 12	152	223	375	16	0	5	272	114	391	3,168	12.34%
3150 - 12	99	224	323	22	0	2	263	80	345	2,662	12.96%
3151 - 12	214	272	486	18	0	4	403	97	504	3,616	13.94%
4204 - 12	138	323	461	32	0	2	373	118	493	3,207	15.37%

Flower Mound Canvass

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Denton County

Joint, General & Special Elections

5/6/2023

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Official Results

Registered Voters
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25 of 25 = 100.00%

Town of Flower Mound Councilmember, Place 2 - Three Year Term

Precinct	Brad Ruthrauff	Chris Drew	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
4205 - 12	249	392	641	34	0	0	518	157	675	4,185	16.13%
4208 - 10	114	343	457	18	0	1	406	68	475	1,850	25.68%
4208 - 13	0	0	0	0	0	0	0	0	0	0	0.00%
4209 - 10	1	1	2	0	0	0	2	0	2	8	25.00%
4209 - 13	2	0	2	0	0	0	2	0	2	19	10.53%
Totals	2,279	5,183	7,462	434	1	47	5,922	1,928	7,897	56,040	14.09%

Flower Mound Canvass

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Official Results

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Precincts Reporting
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Town of Flower Mound Councilmember, Place 5 - Three Year Term

Precinct	Ann G Martin	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3138 - 12	305	305	150	0	6	333	116	455	3,979	11.44%
3139 - 12	383	383	151	0	4	380	150	534	4,449	12.00%
3140 - 12	413	413	180	0	1	420	172	593	4,349	13.64%
3141 - 10	2	2	1	0	0	3	0	3	36	8.33%
3141 - 12	364	364	183	0	4	412	131	547	3,828	14.29%
3141 - 13	35	35	25	0	2	46	12	60	326	18.40%
3142 - 10	71	71	32	0	1	72	30	103	528	19.51%
3142 - 11	4	4	7	0	0	11	0	11	128	8.59%
3142 - 12	5	5	2	0	0	7	0	7	27	25.93%
3142 - 13	0	0	0	0	0	0	0	0	0	0.00%
3143 - 12	194	194	102	0	4	203	89	296	1,732	17.09%
3144 - 12	374	374	148	0	3	380	139	522	3,685	14.17%
3145 - 12	407	407	196	0	1	468	134	603	4,540	13.28%
3146 - 12	229	229	104	0	2	267	64	333	2,652	12.56%
3147 - 12	450	450	191	0	2	468	171	641	4,428	14.48%
3148 - 12	191	191	111	0	3	213	86	302	2,638	11.45%
3149 - 12	258	258	133	0	5	272	114	391	3,168	12.34%
3150 - 12	233	233	112	0	2	263	80	345	2,662	12.96%
3151 - 12	351	351	153	0	4	403	97	504	3,616	13.94%
4204 - 12	327	327	166	0	2	373	118	493	3,207	15.37%

Flower Mound Canvass

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Official Results

Registered Voters
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Precincts Reporting
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Town of Flower Mound Councilmember, Place 5 - Three Year Term

Precinct	Ann G Martin	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
4205 - 12	448	448	227	0	0	518	157	675	4,185	16.13%
4208 - 10	360	360	115	0	1	406	68	475	1,850	25.68%
4208 - 13	0	0	0	0	0	0	0	0	0	0.00%
4209 - 10	1	1	1	0	0	2	0	2	8	25.00%
4209 - 13	1	1	1	0	0	2	0	2	19	10.53%
Totals	5,406	5,406	2,491	0	47	5,922	1,928	7,897	56,040	14.09%

Joint, General & Special Elections

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Run Date

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Town of Flower Mound Proposition A

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3141 - 10	1	2	3	0	0	0	3	0	3	36	8.33%
3141 - 12	280	266	546	1	0	4	412	131	547	3,828	14.29%
3141 - 13	8	50	58	2	0	2	46	12	60	326	18.40%
3142 - 10	40	59	99	4	0	1	72	30	103	528	19.51%
3142 - 11	4	7	11	0	0	0	11	0	11	128	8.59%
3142 - 12	2	5	7	0	0	0	7	0	7	27	25.93%
3142 - 13	0	0	0	0	0	0	0	0	0	0	0.00%
3143 - 12	153	139	292	4	0	4	203	89	296	1,732	17.09%
3144 - 12	255	264	519	3	0	3	380	139	522	3,685	14.17%
3145 - 12	266	334	600	3	0	1	468	134	603	4,540	13.28%
3146 - 12	133	198	331	2	0	2	267	64	333	2,652	12.56%
3147 - 12	296	339	635	6	0	2	468	171	641	4,428	14.48%
3148 - 12	121	179	300	2	0	3	213	86	302	2,638	11.45%
3149 - 12	169	213	382	9	0	5	272	114	391	3,168	12.34%
3150 - 12	116	219	335	9	1	2	263	80	345	2,662	12.96%
3151 - 12	204	293	497	6	1	4	403	97	504	3,616	13.94%
4204 - 12	185	306	491	2	0	2	373	118	493	3,207	15.37%

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Official Results

Registered Voters
7897 of 56040 = 14.09%

Precincts Reporting
25 of 25 = 100.00%

Town of Flower Mound Proposition A

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
4205 - 12	327	342	669	6	0	0	518	157	675	4,185	16.13%
4208 - 10	201	257	458	15	2	1	406	68	475	1,850	25.68%
4208 - 13	0	0	0	0	0	0	0	0	0	0	0.00%
4209 - 10	0	2	2	0	0	0	2	0	2	8	25.00%
4209 - 13	2	0	2	0	0	0	2	0	2	19	10.53%
Totals	3,580	4,223	7,803	90	4	47	5,922	1,928	7,897	56,040	14.09%

Joint, General & Special Elections

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*** End of report ***

3706 - 133

40 ballots cast

Town of Flower Mound - Councilmember, Place 2 - Three Year Term									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Brad Ruthrauff		0	0.00%	14	58.33%	2	20.00%	16	47.06%
Chris Drew		0	0.00%	10	41.67%	8	80.00%	18	52.94%
Cast Votes:		0	0.00%	24	100.00%	10	100.00%	34	100.00%
Undervotes:		2		2		2		6	
Overvotes:		0		0		0		0	

Town of Flower Mound - Councilmember, Place 5 - Three Year Term									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ann G Martin		0	0.00%	16	100.00%	11	100.00%	27	100.00%
Cast Votes:		0	0.00%	16	100.00%	11	100.00%	27	100.00%
Undervotes:		2		10		1		13	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		1	50.00%	20	76.92%	9	75.00%	30	75.00%
Against		1	50.00%	6	23.08%	3	25.00%	10	25.00%
Cast Votes:		2	100.00%	26	100.00%	12	100.00%	40	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

3706 - 134

0 ballots cast

Town of Flower Mound - Councilmember, Place 2 - Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Brad Ruthrauff		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Chris Drew		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Flower Mound - Councilmember, Place 5 - Three Year Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ann G Martin		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Town of Flower Mound Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Against		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***



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

DATE: May 16, 2023
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of Sanitary Sewer Rehabilitation Services related to the Upper Timber Interceptor (Morriss Road to One Place Lane) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through BuyBoard, in the amount of \$281,576.00.**

BACKGROUND: The Upper Timber Interceptor (Morriss Road to One Place Lane) project consists of Cured-In-Place Pipe (CIPP) rehabilitation of the existing 27-inch sanitary sewer main, roughly 131 feet, that extends under Morriss Road just south of 8th Ave. The project also includes one point repair on the 27-Inch interceptor, raising three manholes for future maintenance, and extensive by-pass pumping during the rehabilitation.

On June 20, 2022 Insituform Technologies, LLC was awarded, by Town Council, \$55,302.50 for cleaning and Closed Circuit TV video of the existing 27-inch sanitary sewer main. This information was provided back to the Town in a report to help improve the understanding of the existing condition of the sanitary sewer main and to generate the proposed project scope.

The services Insituform Technologies, LLC is providing will repair the deteriorated sanitary sewer infrastructure and improve functionality of this critical sanitary sewer interceptor.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the BuyBoard Proposal for the sanitary sewer rehabilitation would remove Town staff's ability to coordinate the upgrades necessary to prolong the service life of the infrastructure.

FISCAL IMPACT: \$281,576.00

Proposed Expenditure/(Revenue)
\$281,576.00

Account Number(s):
630-970-98734-6180

LEGAL REVIEW: Cara Leahy White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has previously reviewed the identical language used for the BuyBoard Proposal as to form and legality with the Timber Creek Trunk Line (Morriss Road to Rawlings Street) project approved by Town Council on May 12, 2021.

ATTACHMENTS:

1. Insituform - BuyBoard Proposal
2. Form 1295 (Internal Use)

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

April 17, 2023

SF#: SO-00106505

Mr. Blake Hummel, PE
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028-1820

Buyboard Proposal

Project Name: **Town of Flower Mound, TX – Upper Timbercreek Ph 1
Sewer Rehab by CIPP Crossing Morris, Park Point Repair, MH Ring/Cover Replacement
and Raising Manholes to Grade**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps and other information presented by the Town of Flower Mound) utilizing the Local Purchasing Cooperative Contract #635-21, administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. The design is based on a Fully Deteriorated condition with a 100-year design life. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon. **It should be noted that Insituform has already completed a preliminary TV and clean assessment of the lines and all quantities are based on those findings. Insituform will do a final TV and clean prior to lining the segment after obstruction removals and to confirm pipe readiness.**

Laterals. No laterals have been identified on this phase.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. The Owner shall furnish Insituform Technologies, LLC with required water meters and pay all associated fees, deposits, and charges. Insituform Technologies, LLC will follow all required backflow prevention and metering procedures.

Insituform will supply the Town of Flower Mound 2-year Maintenance, Payment, and Performance Bonds (if required), and Certificate of Insurance following acceptance of this proposal.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

Special:

- 1. Water shall be provided as noted above.**
- 2. Insituform expects to complete the work in approximately 120 days.**
- 3. Quantities are based on the best available information at the time of this proposal. Final actual quantities will be billed.**

PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	27" x 10.5mm CIPP	131	LF	\$135.00	\$17,685.00
2	27" Additional 1.5mm	131	LF	\$20.00	\$2,620.00
3	27" CIPP Setup Charge Per Install Length	131	LF	\$35.00	\$4,585.00
4	CIPP Short Length Add-On (<300 LF)	3,537	IN- DIA/LF	\$12.00	\$42,444.00
5	27" Post TV Inspection After Rehabilitation	131	LF	\$5.00	\$655.00
6	Bypass System Equip/Pipe Delivery, Tear Down, Pick Up 6"	2	EA	\$9,500.00	\$19,000.00
7	Bypass System Equip/Pipe Delivery, Tear Down, Pick Up 12"	1	EA	\$50,000.00	\$50,000.00
8	Set Up 6" Pump (Per Pump)	7	EA	\$1,250.00	\$8,750.00
9	Set Up 12" Piping	131	LF	\$27.00	\$3,537.00
10	Operate 6" Pumping System (fuel & maint)	8	DAY	\$300.00	\$2,400.00
11	Bypass Pump Watch Labor	4	DAY	\$2,100.00	\$8,400.00
12	Bypass Line Watch Labor	2	DAY	\$1,250.00	\$2,500.00
13	Bypass - Street Ramp (Setup, Operate, Maintain)	8	DAY	\$300.00	\$2,400.00
14	Travel & Mobilization – Excavation Crew	1	EA	\$7,500.00	\$7,500.00
15	Point Repair 27" (0'-10' deep) Segment 3514	1	EA	\$16,500.00	\$16,500.00
16	Raise MH 3356 to Grade w/ Grade Rings (up to 24") – unpaved area	1	EA	\$5,100.00	\$5,100.00
17	Raise MH 3817 to Grade w/ Grade Rings (up to 24") – unpaved area	1	EA	\$5,100.00	\$5,100.00
18	Raise MH 5182 to Grade w/ Grade Rings (up to 24") – paved area	1	EA	\$5,900.00	\$5,900.00
19	Remove/Replace MH Frame & Cover w/ Composite	6	EA	\$5,300.00	\$31,800.00
20	New Composite MH Ring/Cover	3	EA	\$2,650.00	\$7,950.00
21	Repair/Rehab 6" Concrete Street Pavement	10	SY	\$335.00	\$3,350.00
22	Repair/Rehab 4" Concrete Sidewalk (if needed)	200	SF	\$30.00	\$6,000.00
23	Sod	20	SY	\$20.00	\$400.00
24	Seeding (excludes watering)	6,000	SF	\$0.25	\$1,500.00
25	Placement of Asphalt Bags – Temp Curb Ramp	1	EA	\$750.00	\$750.00
26	Traffic Control	3	DAY	\$1,000.00	\$3,000.00
27	Obstruction Removals	4	EA	\$350.00	\$1,400.00
28	Lighted Arrow Board (Per Arrow Board)	3	DAY	\$200.00	\$600.00
29	Bonds (2 Year Maintenance)	1	LS	\$4,750.00	\$4,750.00
30	Owner's Contingency Allowance	1	AL	\$15,000.00	\$15,000.00
				TOTAL	\$281,576.00

Note: A Tax-Exempt certificate will need to be provided prior to mobilization.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Initial pipeline cleaning of segment completed in previous phase to include obstruction removals for conditions found in previous phase.
3. Bypass pumping.
4. Traffic control.
5. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.

6. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
7. Insitutube wetout using 400,000 Flexural Modulus Polyester resin, inversion, curing, and finishing.
8. Confined space safe entry practices.
9. Two-year standard construction warranty. Ten-year for manhole rehab directly from manufacturer.
10. Two-year Maintenance Bond.
11. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) If preliminary video inspection of the pipe interior not included in the initial phase indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by change order or allowance, if approved by the Owner.
- b) Additional mobilizations and/or setups may apply due to point repairs, obstruction removals, or delays out of our control.
- c) Manual operation of any pumping and/or metering stations.
- d) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- e) Legal dumpsite for debris resulting from pipes cleaning.
- f) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- g) Manhole installation, rehabilitation, and/or replacement.
- h) Project permits and/or local licenses with be provided by the Owner or Engineer.
- i) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- j) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

- a) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- b) CONSEQUENTIAL DAMAGES related to or arising out of this contract shall be limited to 1.5 times the contract value or \$422,364.00.
- c) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- d) Quantities are estimated. Unit prices apply for actual invoice and payment.
- e) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- f) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- g) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.

OFFERED BY:

ACCEPTED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

SIGNATURE

DATE

**TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER**

NAME

**REVIEWED BY:
ANDY OZMENT
AREA MANAGER**

TITLE

cc: Ben Hawkins
Josh Awalt

ORGANIZATION



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

DATE: May 16, 2023
FROM: Jaime Jaco-Cooper, Senior Center Manager
ITEM: **Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary Elite Chef Competition on June 22, 2023.**

BACKGROUND: Mary Kay Walker with the SIM Auxiliary, Inc. is requesting approval from the Town Council to serve wine at their Elite Chef Competition fundraiser on Thursday, June 22, 2023, from 5:00 – 8:00 p.m. at the Flower Mound Senior Center.

The SIM Auxiliary (SIMA) was formed in 2009 as a 501(c)3 to support Flower Mound seniors and the Town's Seniors In Motion Program. SIMA has raised and contributed over \$100,000, which has been used to purchase equipment, furniture, and other items to help offset the cost of the accessible bus for the Town's senior program.

The Elite Chef Competition is an exciting event for SIM members and is also open to the general public. For this event, SIMA partners with four local businesses each donating a chef and tasting servings for 200 people. During the event, four chefs will prepare small portions for each guest to sample. Guests will get to sample each dish and vote for their favorite dish. The winning chef will receive the Elite Chef Trophy. Guests will purchase a ticket for \$30 which will include appetizers, wine, and beverages. SIMA has held this event annually at the Flower Mound Senior Center since 2015 and raised more than \$10,000 for the Flower Mound Seniors In Motion Program.

During the fundraiser, a TABC-licensed server will be on site to serve wine, as well as monitor participant consumption to ensure that no one is over-served. There will be enough wine for two servings per person registered for the event. SIMA will take on the risk and liability of providing alcohol at the event. The Town will be named as an additional insured on their liability insurance. No one under 21 will be admitted access to the event.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Town Council could deny the request and SIM Auxiliary will not be able to serve wine at the event.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Elite Chef 2023

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

SIM AUXILIARY & TERESA'S HOUSE PRESENTS

ELITE CHEF

Competition

THURSDAY, JUNE 22

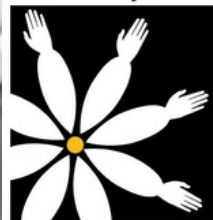
5:30 - 8 P.M.

\$30 PER PERSON

FLOWER MOUND SENIOR CENTER

2701 W. WINDSOR DRIVE

SIM
Auxiliary Inc.



A friend of Flower Mound
Seniors in Motion



Tickets can be purchased at the
Senior Center Courtesy Desk
or by calling 972.874.6110.

All proceeds will be donated to SIM Auxiliary,
benefiting the Flower Mound Senior Center



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

DATE: May 16, 2023
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a resolution authorizing the application of a grant proposal to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program 2023 Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Every two years, the Texas Department of Transportation (TxDOT) advertises its Transportation Alternatives (TA) Set-Aside Program. The TA Program provides 80% matching grant funds for trail enhancements and non-infrastructure projects. TxDOT's 2023 TA Call for Projects features a two-step application process which includes a preliminary application and a detailed application. The Town's preliminary application was submitted in January and consisted of one (1) mid-block crossing improvement, up to ten (10) bicycle/pedestrian counter locations, locations for cautionary signage improvements along Shiloh and Scenic, locations for cautionary signage improvements at blind curves along existing trails, one (1) high emphasis crosswalk at Morriss and Garden Rd., and ADA upgrades along the trail system consistent with the Town's ADA Transition Plan. The preliminary application provided TxDOT with high-level proposed project information to determine eligibility and funding opportunities. TxDOT notified Town staff in late March that the application was eligible for funding and approved the Town to move forward with the detailed application. The deadline to submit the detailed application for funding through this grant program is June 5, 2023.

It is anticipated that the total cost of these projects will be \$1,000,000 and the Town's match could be up to \$200,000. For the last two years, the Town has put aside \$250,000 in 4B funds in the Trails Master Plan – Implementation project which would cover the required 20% match.

TxDOT will review all projects by August of 2023 and the Commission will consider funding projects in October of 2023. If the Town of Flower Mound is awarded grant funding, staff will bring the TxDOT Advance Funding Agreement to the Town Council for approval. More details about this grant opportunity can be found at the following website: <https://www.txdot.gov/business/grants-and-funding/bicycle-pedestrian-local-federal-funding-programs.html>

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Town Council can decide not to submit a grant application at this time.

FISCAL IMPACT: \$200,000

Proposed Expenditure/(Revenue)
\$200,000

Account Number(s):
317-110-70424-6210

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

ATTACHMENTS:

1. Flower Mound Resolution

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

TOWN OF FLOWER MOUND

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS SUPPORTING THE TOWN'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS.

WHEREAS, the Texas Department of Transportation (TxDOT) issued a call for projects on December 2, 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program to plan for and construct a variety of alternative transportation projects that improve safety and mobility for non-motorized travelers and mitigate congestion by providing safe alternatives to motor vehicle transport; and

WHEREAS, TxDOT may administer TA funds to be used for locally sponsored bicycle and pedestrian infrastructure projects in communities across the state. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The Town of Flower Mound (Town) would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the Town is desirous of authorizing an official to represent and act for the Town in dealing with the Department concerning the Program.

NOW, THEREFORE, BE IT RESOLVED BY THE FLOWER MOUND TOWN COUNCIL THAT: The Town supports funding this project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, TxDOT's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The Town hereby authorizes and directs the Director of Parks and Recreation to act for the Town in dealing with TxDOT for the purposes of the Program, and Chuck Jennings is hereby officially designated as the representative in this regard. The Town is willing and able to enter into an agreement with TxDOT by resolution or ordinance, should the project be selected for funding.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16th DAY OF MAY, 2023.

Derek France, Mayor

ATTEST:

Theresa Scott, Town Secretary



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

DATE: May 16, 2023
FROM: Travis Cunniff, Assistant Director of Parks and Recreation
ITEM: **Consider approval of a Contract for Services Agreement with Festac Building Construction, Inc. to provide housekeeping services for Twin Coves Park, at the unit prices bid and to establish an annual bid price contract for routine housekeeping services to clean the rented cabins in an annual estimated amount of \$42,000.00; and authorization for the Mayor to execute same on behalf of the Town. This is the award of Bid No 2023-39-A and the contract is for one-year with four one-year renewal options.**

BACKGROUND: The Town of Flower Mound solicited bids for housekeeping services to be performed at 19 cabins in Twin Coves Park. Cabins will be required to be cleaned on the day of check out ensuring that they are available for rent the same day. Services to be performed include: sweeping, mopping, vacuuming, cleaning windows, changing linens, disinfecting bathrooms and kitchen areas, dusting, general cleaning, etc.

A scope of services was developed, and the proposal was distributed to potential vendors for this service. Staff held a pre-bid meeting and site visit with two (2) prospective vendors. Two (2) proposals were received by the due date and time. Bids were evaluated by representatives from the Parks and Recreation Department based on the following evaluation criteria:

1. Respondent's overall ability to meet the Town's objectives for providing housekeeping services for Twin Coves Park.
2. Respondent's experience in providing commercial housekeeping services.
3. Respondent's experience in providing housekeeping services for park model cabins, campground rentals, or rooms rented for the purposes of hospitality.
4. Respondent's location and ability to schedule service for up to seven (7) days a week.
5. Pricing

Staff recommends award of bid to Festac Building Construction, Inc. the lowest responsible, responsive bidder. Based on unit prices bid, the Parks and Recreation Division estimates an annual expenditure of \$42,000 for routine cleaning upon guest check-out and additional services to be provided on an as-needed basis. These additional services include carpet cleaning and power washing.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: Estimated Annual Expenditure \$42,000

Proposed Expenditure/(Revenue)
\$42,000

Account Number(s):
100-630-33100-5110

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

ATTACHMENTS:

1. Proposed Contract

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) and Festac Building Construction, Inc. (“Contractor”). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Cabin Housekeeping Services at Twin Coves Park (hereinafter referred to as “Services”) in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.

3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.

4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.

5. **COMPENSATION.** Contractor’s total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor’s Pricing Sheet or Criteria.

6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month’s service.

7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants for employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of TBD. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. PERFORMANCE BY CONTRACTOR. All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

 X **Yes, Others can purchase**

 No, only the Town can purchase

24. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Isaac Prince
Title: Owner
Company: Festac Building Construction, Inc.
Address: 2828 Forest Lane, Suite 1011
City, State, Zip: Dallas, TX 75234

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: FESTAC BUILDING CONSTRUCTION, INC.

Signature _____
Isaac Prince – Owner

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Derek France

Date: _____



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

DATE: May 16, 2023
FROM: Kay Wilkinson, Director of Budget Services
ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22 and No. 06-23 for adjustments to the General Fund.

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

If approved, General Fund expenditures will increase by \$921,665 from \$84,257,319 to \$85,178,984. In the Fire and Emergency Services department, expenditures will increase by \$921,665 from \$19,499,281 to \$20,420,946. The Fire department needs to replace their self-contained breathing apparatuses (SCBA). SCBAs consist of an air pack, cylinder, and mask that are utilized by firefighters to enter immediately dangerous to life & health environments. Air packs have a 10-15-year service life, and the department replaced all their SCBAs in 2013. The current SCBAs are at end-of-life and will no longer be supported. Due to the type of SCBAs purchased previously, the department has to replace all of the units at one time. The vendor is increasing costs, so replacing all of the units now will save the Town money.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$921,665

Proposed Expenditure/(Revenue)
\$921,665

Account Number(s):
Fund 100 General Fund

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

ATTACHMENTS:

1. Ordinance- Budget Amendment-3rd FY 22-23

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 45-22 AND AMENDED BY ORDINANCE NO. 60-22 AND NO. 06-23, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, said Annual Budget was adopted by Ordinance No. 45-22 on September 19, 2022 and amended by Ordinance 60-22 on December 19, 2022 and by Ordinance 06-23 on March 6, 2023; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as heretofore adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22 and No. 06-23, is hereby amended to provide for adjustments to the General Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 16th DAY OF MAY, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

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

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, expenditures will increase by \$921,665 from \$84,257,319 to \$85,178,984.

In the Fire and Emergency Services department, expenditures will increase by \$921,665 from \$19,499,281 to \$20,420,946. The Fire department needs to replace their self-contained breathing apparatuses (SCBA). SCBAs consist of the air pack, cylinder, and mask that are utilized by firefighters to enter immediately dangerous to life & health environments. Air packs have a 10-15-year service life, and the department replaced all their SCBAs in 2013. The current SCBAs are at end-of-life and will no longer be supported. Due to the type of SCBAs purchased previously, the department has to replace all of the units at one time. The vendor is increasing costs so replacing all of the units now will save the Town money.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 3,633,625	\$ 3,633,625	\$ 3,633,625	\$ -
Town Secretary's Office	547,589	598,329	598,329	-
Development Services	2,365,145	2,365,145	2,365,145	-
Parks and Recreation Services	10,772,827	10,831,100	10,831,100	-
Library Services	2,123,151	2,129,173	2,129,173	-
Police Services	17,976,186	18,105,409	18,105,409	-
Financial Services	4,234,015	4,259,015	4,259,015	-
Administrative Services	7,807,437	8,415,674	8,415,674	-
Fire and Emergency Services	19,499,281	19,499,281	20,420,946	921,665
Communications	834,813	834,813	834,813	-
Non-Departmental Services	4,098,834	4,098,834	4,098,834	-
Public Works	7,782,525	7,882,609	7,882,609	-
Environmental Services	1,604,312	1,604,312	1,604,312	-
Total	\$ 83,279,740	\$ 84,257,319	\$ 85,178,984	\$ 921,665



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

DATE: May 16, 2023
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of the purchase of replacement Self Contained Breathing Apparatus from Casco Industries, Inc through BuyBoard Purchasing Contract No. 698-23 in the total amount of \$921,662.43, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Self-Contained Breathing Apparatus (SCBA) consists of an air pack, cylinder, mask, and a personal alert safety system that are utilized by firefighters to enter Immediately Dangerous to Life & Health (IDLH) environments. Air packs are crucial to incidents involving fire or hazardous materials. Air packs have a 10-15-year service life, and the Flower Mound Fire Department replaced all their SCBA's in 2013. Our current equipment is nearing its end-of-life, and the manufacturer has stated that our model will no longer be supported once existing parts are exhausted. It is imperative that this vital safety equipment is in working order and can be relied on to perform as intended. Maintenance has been increasing on these assets each year and the department has actually run out of spare equipment at least twice this year due to this increased maintenance need. Unfortunately, due to the type of SCBA purchased in the past, we cannot do a piece-meal replacement of partial inventory. The department must replace all units, facepiece and replacement bottles at one time. FMFD will currently need to replace 77 units and 135 bottles. Each member of the department will also require an individual facepiece and each air pack will have firefighter tracking technology for the incident commander and a self-rescue thermal imaging camera. Also, an external safety thermal device will be required for each seat assignment. In the future, once the new air packs arrive, an equipment replacement schedule will be created to allow financial visibility for planning.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$921,662.43

Proposed Expenditure/(Revenue)
\$921,662.43

Account Number(s):
100-660-63000-6190

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Casco Quote

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



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING NORTH TEXAS

ACCOUNT: 15500				SHIP TO: Flower Mound Fire Department			
SOLD TO: Flower Mound Fire Department				3911 S Broadway			
3911 S Broadway				Flower Mound, TX 75028			
Flower Mound, TX 75028				ATTN: Tom Nikiel			
ATTN: Tom Nikiel				PHONE: 972-874-6235			
PHONE: 972-874-6235				EMAIL: tom.nikiel@flower-mound.com			
EMAIL: tom.nikiel@flower-mound.com							

CREDIT CARD:		DIST	CUST PO NUMBER		SALES REP ID	SALES REP #
NAME/EXP DATE			Nikiel		192	GH050223
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#			30	ADD	5.2.23	QUOTE

ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		MSA # ATO: A-G1FS444MA2C4LCR	\$ -	77		\$ 7,066.62	\$ 544,129.74
		4500psig, Quick Connect, Serviceable Tunnels with Chest	\$ -			\$ -	\$ -
		Strap, Adj. Swivel Lumbar, Transfill Hose, Telemetry,	\$ -			\$ -	\$ -
		Rechargeable Battery	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
2		MSA # 10175708	\$ -	135		\$ 1,063.64	\$ 143,591.40
		G1 SCBA Cylinder for Quick Connect, 4500psig, 45-Minute	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
3		MSA # 10156459	\$ -	160		\$ 339.78	\$ 54,364.80
		Facepiece, G1, 4pt. Harness,	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
4		MSA # 10206313	\$ -	6		\$ 4,095.00	\$ 24,570.00
		G1 RIT System, 4500, Facepice, Regulator, 6-Ft Quick Fill	\$ -			\$ -	\$ -
		& ExtendAire II System (UEBSS, 2018 ed.), Remote Gauge,	\$ -			\$ -	\$ -
		URC, Quick Connect	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
5		MSA # 10175710	\$ -	6		\$ 1,305.92	\$ 7,835.52
		G1 SCBA Cylinder for Quick Connect, 4500psig, 60-Minute	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
6		MSA # 10214747 LUNAR with Single-Point Charger	\$ -	50		\$ 2,240.00	\$ 112,000.00
			\$ -			\$ -	\$ -
7		MSA # 10203941 Retractable Lanyard	\$ -	50		\$ 70.00	\$ 3,500.00
8		MSA # 10214756 LUNAR Spare Battery	\$ -	15		\$ 194.12	\$ 2,911.80
9		MSA # 10214752 Multi bay Charger for LUNAR	\$ -	7		\$ 470.98	\$ 3,296.86
			\$ -			\$ -	\$ -
10		MSA # 10197700 HUB w/ 4 antenna connection on top for	\$ -	1		\$ 4,044.05	\$ 4,044.05
		Telemetry	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
11		MSA # 10162403 Quick Connect Adapter for Fill Stations	\$ -	8		\$ 517.05	\$ 4,136.40
12		SCB # SCV10457 Double male adapter for fill station	\$ -	8	N/C	\$ -	\$ -
13		MSA # 10148741-SP Spare Rechargeable Battery	\$ -	30		\$ 362.35	\$ 10,870.50
			\$ -			\$ -	\$ -
14		MSA # 10158385 Rechargeable Battery Charging Station (6)	\$ -	8		\$ 801.42	\$ 6,411.36

ADDITIONAL COMMENTS BELOW			DIST TOTAL: \$	921,662.43	Subtotal	\$	921,662.43
<i>All items on this quote are covered through Buyboard Contract # 698-23.</i>			ADD		Tax	\$	-
					Freight	\$	-
					TOTAL	\$	921,662.43

Quote is good for 30 days. Please review our Return and Payment Policies at www.cascoindustries.com/policies

TOWN COUNCIL FUTURE AGENDA ITEMS

	Meeting Date	Agenda Item	Category
1.	05/18/2023	The following Boards and Commissions to provide status update reports relative to their duties and responsibilities and receive feedback from Town Council:	Other
2.	05/18/2023	Animal Services	Other
3.	05/18/2023	Cultural Arts	Other
4.	05/18/2023	Environmental Conservation	Other
5.	05/18/2023	Parks	Other
6.	05/18/2023	School Liaison	Other
7.	05/18/2023	Transportation	Other
8.	05/18/2023	Veterans Liaison	Other
9.	05/18/2023	Historic Commission Task Force	Other
10.	06/05/2023	Oak Street Lift Station and Force Main Phase IV - Testing PSA	Professional Service Agreement
11.	06/05/2023	Consider approval of a Professional Services Agreement with Freese and Nichols, Inc., for the design phase services associated with the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project, in the amount of \$XXX; and authoriz	Professional Service Agreement
12.	06/05/2023	Consider approval of a Professional Services Agreement with Criado & Associates, Inc., for the design phase services associated with the Forest Vista AC Water Line Decommissioning project, in the amount of \$39,500.00; and authorization for the Mayor to ex	Professional Service Agreement
13.	06/05/2023	Consider approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., for the design phase services associated with the Lakeside Parkway Capacity Improvements project, in the amount of \$754,800.00; and authorization for the Mayor to e	Professional Service Agreement
14.	06/05/2023	Consider approval of a TIRZ Consulting agreement with P3 Works LLC.	Contracts
15.	06/05/2023	Proclamation and presentation of Hometown Hero banner to Andrew Upchurch.	Presentation
16.	06/05/2023	Consider approval of an ordinance vacating and abandoning of the existing 15-foot utility easement for 2141 Midway Road located along the east property line of Tract 1, Lot 22A, Block B, Twin Coves Estates Subdivision. The property is located south of Whi	Other
17.	06/05/2023	Consider approval of an ordinance vacating and abandoning the southern 172 feet of the existing 15-foot utility easement located at 4816 Mesquite Street along	Other

TOWN COUNCIL FUTURE AGENDA ITEMS

	Meeting Date	Agenda Item	Category
		the east property line of Lot 1R, Block 29, Pecan Acres Subdivision. The Pecan Acres is general	
18.	06/05/2023	Consider approval of the purchase of (1) 2023 Chevrolet Express 3500 Van w/ KUV Body and Side Mount Ladder Racks for a grand total of \$60,566.60 utilizing the TIPS USA Contract # 210907.	Purchase
19.	06/05/2023	Consider approval of Master's Cleaners for custodial supplies, breakroom, and related products, for all Town facilities in the estimated annual amount of \$60,00.	Contracts
20.	06/05/2023	Public Hearing to consider an ordinance granting a Specific Use Permit No. 483 (SUP22-0006– 6201 Shoreview Accessory Dwelling) to permit an accessory dwelling. The property is generally located south of Shoreview Court and west of Bayshore Drive. (PZ reco	MPA/ZPD/SUP
21.	07/17/2023	High Road Water Line Phase II - Construction Agreement	Construction Agreement
22.	07/17/2023	High Road Water Line Phase II - Testing PSA	High Road Water Line Phase II - Testing PSA
23.	07/17/2023	Discuss and consider Charter review process	Other
24.	07/17/2023	Proclamation and presentation of Hometown Hero banner to Parker McKenna.	Presentation