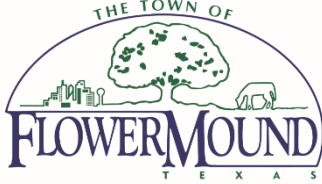


**FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION,
AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**



August 7, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG
"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PRESENTATION(S)

1. Certificate of Achievement for Flower Mound High School Jaguar Baseball Team State Champions

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects
3. Organizational Updates
 - a. Employee Recognition
4. Citizen Engagement Program opportunity

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. August 17 - Budget Work session
2. August 21 - Regular meeting

J. CONSENT ITEM(S)

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

1. Minutes 7/17 & 7/20 - Consider approval of the minutes from a regular meeting held on July 17, and a work session held on July 20.
2. PSA Design - Lower Timber Interceptor - 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 \$69,475.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Bucket Truck Purchase - Consider approval of the purchase of one 2023 Chevrolet 5500 Crew Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Vendor Quote from Lake County Chevrolet for Public Works in the amount of \$181,225.16.
4. PSA - Consulting Services 1800 Timber Creek - Consider approval of a Professional Services Agreement with Champion Environmental Consulting Inc. for asbestos management services for the Town building located at 1800 Timbercreek in the amount of \$27,285. Champion Environmental will develop the technical specifications for the abatement and disposal of asbestos-containing materials, will attend and/or lead necessary pre-construction meetings, and will provide on-site personnel to monitor the work performed by the abatement contractor.
5. Demolition Proposal - 1800 Timber Creek - Consider the proposal by Cactus Abatement & Demolition, LLC for asbestos management services for asbestos remediation and structure demolition of the Town building located at 1800 Timber Creek Road, in the amount of \$302,900.00, utilizing the TIPS USA Contract 22100201.

6. Easement Abandonment 7015 Woodridge Drive - Consider approval of an ordinance vacating and abandoning of the existing 10-foot utility easement located along the south and west property lines of Lot 4, Woodridge Estates Subdivision. The property is generally located south of Cross Timbers Road (FM 1171) and west of Shiloh Road.
7. PSA - Design Lakeside Reuse Water System - Consider approval of a Professional Services Agreement with Plummer Associates, Inc., for the design phase services associated with the Lakeside Reuse Water Distribution System - Phase I project, in the amount of \$845,081.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Certified Collection Rate - Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2023, and ending September 30, 2024.
9. 2023 Certified Appraisal Roll - Consider approval of an ordinance establishing the 2023 certified appraisal roll.
10. No-New-Revenue and Voter-Approval Tax Rates - Consider accepting the submission of the notice of a no-new-revenue tax rate of \$0.359022 per \$100 assessed valuation and a voter-approval tax rate of \$0.387327 per \$100 assessed valuation for the fiscal year beginning October 1, 2023, and ending September 30, 2024.
11. Schedule Budget and Tax Rate Meetings - Consider proposing a maximum tax rate of \$0.387327 per \$100 valuation for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and scheduling August 21, 2023, public hearing on the budget, scheduling September 18, 2023, public hearing on the tax rate, and scheduling the September 18, 2023, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
12. Set Crime District Budget - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 21, 2023, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2023, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
13. Set Fire District Budget - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2023, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2023, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
14. Annual PID SAP and Assessment Roll - Consider approval of an ordinance adopting the 2023-2024 annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.
15. 2023 CDBG Annual Action Plan - Consider approval of a resolution authorizing the adoption of the Program Year 2023 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same

- on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
16. LISD Police Officer Security Agreement - Consider approval of an agreement for the 2023-2024 school year with the Lewisville Independent School District (LISD) to contract with the Town of Flower Mound for law enforcement services for LISD elementary schools and authorize the Mayor to execute same on behalf of the Town.
 17. PSA - Marketing Economic Development Video - Consider approval of a Professional Services Agreement with The John R McAdams Company, Inc for video marketing services, in the amount of \$17,000, to prepare a marketing video highlighting approved and existing developments within the Town's Lakeside Business District.
 18. All Together FM Commission - Consider approval of a Resolution to formally dissolve the All Together Flower Mound Commission.
 19. Oncor Rate Case- Denial Resolution - Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company's requested rate increase.

K. REGULAR ITEM(S)

1. SP22-0009 - Flower Mound Medical Office Building - Public Hearing to consider a request for a Site Plan (SP22-0009 – Flower Mound Medical Office Building) to develop a medical office building with an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, of the Code of Ordinances. The property is generally located south of Cross Timbers Road and west of Churchill Drive. (PZ tabled this item to its July 24, 2023, meeting by a vote of 6 to 0 at its July 10, 2023, meeting.) (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)
2. SP23-0008 – Tesla SSD Flower Mound - Public Hearing to consider a request for a Site Plan (SP23-0008 – Tesla SSD Flower Mound) to develop car sales dealership and service center with an exception to 'Underground Utilities' pursuant to Section 82-377, "Exceptions," of the Code of Ordinances and an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)
3. SUP22-0004 – River Walk Pickle Ball Courts - Public Hearing to consider an ordinance granting Specific Use Permit No. 481 (SUP22-0004 – River Walk Pickle Ball Courts) to permit an amusement and recreation (outdoors) use. The property is generally located north of 1st Avenue and east of River Walk Drive. (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)
4. Los Caminos Tax Abatement Reinvestment Zone - Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 880 International Parkway (Los Caminos FM Property LTD).
5. Los Caminos Chapter 380 and Tax Abatement - Public Hearing to consider approval of a Chapter 380 and Tax Abatement Agreement with Los Caminos FM

- Property LTD (aka Los Caminos), for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
6. Scenic Road - Discussion regarding the current master planned cross-section of Scenic Road.
 7. Charter Review Names and Charge - A resolution of the Town Council of the Town of Flower Mound Texas, creating a Charter Review Commission (CRC) approving a charge for the CRC, providing that the Town Council shall appoint members to the CRC; making findings relative thereto; and providing for an effective date.

L. BOARDS/COMMISSIONS

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

M. CLOSED MEETING

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

1. Consultation with Town Attorney.
 - a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
 - b. Impact Fee Requirements
 - c. Building Permit Fee Requirements
 - d. House Bills 2127 and 3699
 - e. Sunrise Circle development and adjacent properties
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, healthcare facilities, 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

O. ADJOURN

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: August 4, 2023, at 5:05 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.

To preview upcoming items of business that may appear on future agendas click [HERE](#).

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



July 17, 2023

Town Hall

2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT 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

Jim Engel, Mayor Pro Tem

Ann Martin, Deputy Mayor Pro Tem

Adam Schiestel, Councilmember Place 1

Chris Drew, Councilmember Place 2

Brian Taylor, Councilmember Place 3

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

Theresa Scott, Town Secretary

James W. Childers, Town Manager

Bryn Meredith, Town Attorney

Tommy Dalton, Assistant Town Manager

Clay Riggs, Director of Public Works

Lexin Murphy, Director of Development Services

Brittni Barnett, Grants and Financial Analyst

B. INVOCATION

Chaplain Liles gave the invocation.

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

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

Mayor France led the pledges.

D. PRESENTATION(S)

1. Proclamation and presentation of Hometown Hero banner to Parker McKenna.

Mayor France recited the proclamation and presented it to Parker McKenna.

E. PUBLIC COMMENT

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

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

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

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

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

	Speaker name and address	Subject (as written on the form)
1.	Clare Harris, 416 Northwood Dr with donated time from: Mary Jo Lengnick, 1701 Marble Pass Dr	ZPD22-0001/0003
2.	Fred Vincent, 3933 Bordeaux with donated time from: Laverne Amsterdam, 5705 Pine Valley	Environmental ECO Vehicle Fair
3.	Julie Hutchens, 370 Northwood Dr with donated time from: Kevin Hutchens, 370 Northwood Dr	ZPD22-0001/0003
4.	Rebecca Cox, 10600 Dunham Rd with donated time from: Carina Vanlaet, 3400 Camden	Victory Therapy Center
5.	Patrick Martin, 4700 Oak Springs Dr	4th of July
6.	Joe Bernard, 10605 Sunrise Cir	Sunrise - Septic
7.	Andrea Jeraci, 2906 River Bend Trl	Planning & Zoning
8.	Matthew Hurst, 4158 Meadowview Dr, Argyle	Sunrise
9.	Dakota Starnes, 4353 Meadowview Dr, Argyle	Sunrise
10.	Rebecca Karatzis, 408 Northwood	ZPD22-0001/0003

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor France or Councilmembers made the following announcements regarding:
 - staff and volunteers appreciation for their work in another successful Independence Fest event
 - attendance at a 101st birthday celebration
 - upcoming art show at the senior center
 - attendance at a Fire Department promotion and pinning ceremony
 - Twin Coves Park open house this Saturday
 - sensory-friendly water time at the Community Activity Center
 - Argyle won the lone star cup in 5A
 - new Argyle ISD superintendent - Dr. Carpenter
 - LISD art competition

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Director of Information Technology introduction - Jose Mendez
Mr. Childers introduced Jose Mendez, the Town's new IT Director.
4. Community Support Funding Recommendations
Ms. Barnett gave a presentation identifying or noting:
 - Process overview
 - Community support funding recommendation updateand she responded to questions from Council regarding:
 - How the numbers are calculated for the various organizations
 - Unused funds
5. Water Conservation
Mr. Riggs provided a reminder that the Town is in Stage 2 for watering and he outlined what those restrictions entail.

H. FUTURE AGENDA ITEM(S)

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

There were no future agenda item request.

I. COORDINATION OF CALENDARS

Mayor France asked for confirmation from members of Council regarding their attendance at the following meetings.

Councilmember Taylor indicated he will not be at the August 7th meeting and Councilmember Drew indicated he will be late.

1. July 20 - Work session
2. August 7 - Regular meeting

J. CONSENT ITEM(S)

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

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve items 1 - 7 as presented in the agenda caption. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes - 6/15 and 6/19 - Consider approval of the minutes from a Strategic Planning Retreat held on 6/15, and a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on 6/19.
2. Retaining Wall at the Mound - Construction Agreement - Consider approval of a Construction Agreement with C. Green Scaping, LP, for the Retaining Wall at the Mound renovation project, in the amount of \$226,867.15; and authorization for the Mayor to execute the same on behalf of the Town.
3. Wastewater Treatment Plant SBR Pump Rebuild - Consider approval of the purchase of Services to rebuild the Wastewater Treatment Plant 20-Inch Sequence Batch Reactor (SBR) Pump from Zone Industries/Precision Pump Systems in the amount of \$74,879.00.
4. Oak Street Sewer Lift Station Pump Rebuild - Consider approval of the purchase to rebuild the Oak Street Lift Station Pump Number 4 from Xylem Water Solutions and Water Technology in the amount of \$79,500.00.

5. HVAC replacement/renovation - Central Fire Station. - Consider approval of the proposal from Trane to replace the existing HVAC systems on the crew side of Central Fire Station (Fire Station One) with Variable Refrigerant Flow Technology, and renovation of electrical systems to include demolition and relocation of commercial and emergency generator distribution systems to convert the Emergency Operations Center and specific HVAC systems to emergency power in the amount of \$660,153.00. This project is submitted per Omnia Partners Racine Contract # 3341 with Quote Number: L3-02-10514-22-002.
6. Bucket Truck Purchase-Public Works - Consider approval of the purchase of one 2023 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford for Public Works in the amount of \$183,966.50.
7. Budget Amendment (6th - FY 22-23) - 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, No. 06-23, No. 16-23, No. 19-23 and No. 21-23 for adjustments to the General Fund.

ORDINANCE NO. 28-23

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, NO. 06-23, NO. 16-23, NO. 19-23 AND NO. 21-23, 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.

K. REGULAR ITEM(S)

1. Charter Review - Discuss and consider Charter review process.
This item was heard after regular items 2 and 3.

Ms. Scott provided background information regarding the purpose of the item and indicated that staff is seeking direction as to whether Council wants to review it themselves or appoint a Charter Review Commission.

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

- if Council reviewed, would all members have to participate or could it just be some members

- cost involved
- how many meetings a Charter review might have
- if there is a limit to the number of members
- can an existing board member serve on the commission
- whether the chair votes or not

There was Council discussion regarding:

- how many members should serve on the Commission
- the overall process, as well as the timing

There was Council consensus to proceed with a Charter Review Commission and the mayor and each council member would select someone to serve on the Charter Review Commission, for a total of 6 members. The mayor's selection would serve as chair and a voting member.

2. RP23-0001 - CNIK Addition Lots 1R & 2, Block A - Public Hearing to consider a request for a Replat (RP23-0001 - CNIK Addition Lots 1R & 2, Block A) to create two residential lots with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located northeast of the intersection of Scenic Drive and Wichita Trail. (PZ recommended approval by a vote of 6 to 0 at its June 26, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location of property
- land use and zoning
- replat
- exception (access management policy and criteria)
- site photos

and she responded to questions or comments from Council regarding:

- clarification regarding the prohibited use of a driveway on a collector street
- the alternative if not approved

Mayor France opened the public hearing at 7:08 p.m. No one spoke. Mayor France closed the public hearing at 7:08 p.m.

ACTION: Councilmember Adam Schiestel moved to approve as presented in the agenda caption, and with the requirement that the 250' separation between driveways must be

maintained. Councilmember Chris Drew seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. SUP23-0002 - Veterinary Emergency Group (VEG) - Public Hearing to consider an ordinance granting Specific Use Permit No. 485 (SUP23-0002– Veterinary Emergency Group (VEG)) to permit a veterinary hospital (inside pens) use. The property is generally located north of Churchill Drive and east of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its July 10, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- concept plan
- site photos
- concept plan
- elevations
- renderings
- conditions

Jennifer Hanlon, Director of Real Estate for Veterinary Emergency Group (VEG) gave a

Ms. Hanlon gave a presentation identifying or noting:

- Company background
- Floor plan
- Site plan
- Exterior modifications
- Landscaping upgrades
- Pet relief area - proposed materials
- FAQs
- Noise mitigation

and she responded to questions from Council regarding:

- Market research (given a similar business nearby)

Mayor France opened the public hearing at 7:23 p.m.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Rich Muller, 3017 Woodhollow Dr	None	None

Mayor France closed the public hearing at 7:26 p.m.

There was Council discussion regarding:

- importance of having vet services close by
- how the modifications to the building will be an improvement over what is there now
- appreciation for the noise abatement proposed

ORDINANCE NO. 29-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 485 (SUP-485) FOR A VETERINARY HOSPITAL (INSIDE PENS) USE ON CERTAIN PROPERTY DESCRIBED AS 0.96 ACRES OF LAND AND BEING ALL OF LOT 14, BLOCK 1 OF THE ALLISON 2 ADDITION, COMMONLY KNOWN AS 3614 LONG PRAIRIE ROAD, AND ZONED R-1 RETAIL DISTRICT-1; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Mayor Pro Tem Jim Engel moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Ann Martin seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

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, Historical Commission Task Force, 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

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

The Town Council convened into a closed meeting at 7:47 p.m. on July 17, 2023, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations.

1. Consultation with Town Attorney.
 - a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
 - b. House Bill 2127
 - c. Oncor transmission line, switch, and substation projects
 - d. Sunrise Circle development and adjacent properties
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

The Town Council reconvened into an open meeting at 10:24 p.m. on July 17, 2023, and no action was taken on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 10:24 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



July 20, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT 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
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Clay Riggs, Director of Public Works
Matt Hotelling, Assistant Director of Public Works/Transportation
JP Walton, Chief Strategic Officer

B. INVOCATION

Mayor France gave the invocation.

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

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

Mayor France led the pledges.

D. PUBLIC COMMENT

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

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

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

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

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

	Speaker name and address	Subject (as written on the form)
1.	Mike Boswell, 2665 Virginia Pkwy	Public Comment
2.	Jason Roberts, 5901 Cross Timbers Rd	Smith Tract & Town Lakes
3.	Joe Bernard, 10605 Sunrise Cir	Sunrise circle water
4.	Bronz Peterson, 5104 Saddle Drive	Smith Tract & Town Lakes

E. WORK SESSION ITEM

1. Presentation and discussion on state roadway projects by TxDOT
Amanda Miller, Area Engineer, TxDOT, gave a presentation identifying or noting:

Road improvement projects update:

- FM 1171 and FM 2499 Intersection
- FM 1171 West
- US 377 (multiple projects)
- IH35W frontage roads
- FM2499 & FM407

and she responded to questions from Council regarding:

- clarification regarding the estimated time for project completions
- possibility of a flyover around the railroad tracks (377)
- how does TxDOT prioritize projects
- clarification regarding the driveway situation at 1171 and 2499
- what is the best way for the public to comment on TxDOT projects

2. Presentation and discussion on Town streets and roadways

Mr. Riggs or Mr. Hotelling gave a presentation identifying or noting:

- pavement condition index
- pavement types
- roadway network
- pavement analysis
- condition survey

- 2017 PCI distribution
- 2023 PCI distribution
- maintenance strategies
- ultra-thin asphalt overlay - pilot program - Vineyard Subdivision
- adaptive signal timing
 - traditional signal timing
 - adaptive signal timing
 - benefits of adaptive timing
 - lessons learned
 - adaptive timeline
 - results
 - next steps
 - future enhancements

and they responded to questions or comments from Council regarding:

- why is concrete used more than asphalt

and for questions regarding the ultra-thin asphalt overlay:

- possibility of asphalt absorbing more heat and the impact
- how will driveways and manhole covers line up with new ultra-thin asphalt
- is there an existing ultra-thin asphalt road that Council can go visit
- interest in seeing the cost-benefit information

and for questions regarding adaptive signaling:

- recent experience driving the area and it appeared to be a mixed bag of results
- light cycles
- clarification on the timing associated with artificial intelligence
- what happens in the event of an internet failure
- why isn't the system running 24/7
- adjustments for peak times of day at high-traffic intersections
- interested in the overall cost-benefit analysis
- if there is a benefit in using the analytics component and not the adaptive piece of the equipment
- cost and time frame for implementation of the system, including the ability to adapt artificial intelligence equipment
- percentage improvement for the "arrive at green"
- if the trips mean density
- if improvements were noticed once school was out

There was Council interest in having a discussion about Scenic Road (cross-

section, road redesign, trails) as soon as possible, including the Master Plan for that area as well as the urban collector standard.

3. Presentation and discussion of green waste program options by Republic Services

Craig Mikolachak, General Manager, Republic Services, gave a presentation identifying or noting:

- contract overview
- green waste options (pros/cons)
- next steps for a successful program (60-day pilot program)
- items to consider prior to beginning a town-wide program

and he responded to questions from Council regarding:

- how much more can a resident expect to pay per month for the weekly service option
- interest in the residents having access to any mulch that was produced from the collection
- if town facilities could benefit from the mulch produced
- how is compliance handled
- concerns regarding residents not utilizing the service and paying more
- how is the volume handled during the off-season, including how that is included in the pricing
- Noncompliance situations
- possibility of a pay-as-you-go option
- clarification regarding the matrix handout provided
- benefit of using paper bags for tree debris

There was Council discussion regarding:

- perception of paying more if green waste is introduced
- how some people could see the program as being more complicated
- how the pilot program will be important
- educating residents would also be important
- possibility of ECC being engaged in the process
- how the program can divert 10% of waste to the landfill

There was Council consensus to get a proposal from Republic Services for the pilot program and report back to Council, including consideration of the anticipated October 1st 2.6% increase.

4. Presentation and discussion of The All Together Flower Mound Commission
Mr. Walton gave a presentation identifying or noting:

- Background
- Mission

- Option for consideration

and there was Council discussion and feedback regarding:

- like the ambassador idea and interest in learning more about the mechanics of that, including what the feedback loop would be, how the town will gauge the effectiveness of the group, and whether there will be a staff liaison

There was Council consensus to dissolve this Commission effective immediately, and with the understanding that a new community engagement opportunity would be created that accomplishes the same or similar goals of the Commission.

F. CLOSED MEETING

1. The Town Council to convene into a closed meeting pursuant to Texas Government Code Chapter 551, Section 551.074, to discuss the duties of the Municipal Court Judge, including the June report regarding court activities.
The Town Council convened into a closed meeting at 8:43 p.m. on July 20 2023, pursuant to Texas Government Code Chapter 551.074, to discuss the duties of the Municipal Court Judge, including the June report regarding court activities.

G. RECONVENE

The Town Council reconvened into an open meeting at 9:36 p.m. on July 20, 2023, and no action was taken on the above item.

H. ADJOURN

Mayor France adjourned the meeting at 9:36 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: August 7, 2023
FROM: Blake Hummel, Senior Project Engineer
ITEM: **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 \$69,475.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This phase of the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project includes the realignment of approximately 200-linear foot of 8-inch sanitary sewer main at Paisley Drive, as well as the realignment of approximately 160-linear foot of 27-inch sanitary sewer main near the Tealwood Boulevard and Flower Mound Road intersection. The proposed project will also include the abandonment of approximately 1,250-linear feet of 27-inch sanitary sewer main along Riverplace Drive between Paisley Drive and Lake Bluff Drive.

On March 20th, 2023, Town Council reviewed and approved a BuyBoard proposal for a closed-circuit TV inspection to be performed on the existing sanitary sewer system between Paisley Drive and Rockcreek Court. The results from the closed-circuit TV inspection provided helpful information as to the existing alignment as well as damaged and/or failing sanitary sewer pipe conditions that the current proposed professional services agreement will be addressing.

A separate BuyBoard award proposal is being drafted and will be submitted to complete the remainder of the rehabilitation needs identified with the recent closed-circuit TV performed and that do not require design phase services.

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

The engineer's opinion of probable cost is \$300,000.00. Construction is estimated to begin in Spring 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The decision not to approve the proposed Professional Services Agreement for design would postpone the realignment of the existing sanitary sewer main needed to complete the rehabilitation.

FISCAL IMPACT: \$69,475.00

Proposed Expenditure/(Revenue)
\$69,475.00

Account Number(s):
630-970-98932-6180

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

ATTACHMENTS:

1. Professional Service Agreement - Freese and Nichols
2. Form 1295 (Internal Use)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
FREESE AND NICHOLS, INC.**

This contract is entered into on this 7th day of August, 2023, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Freese and Nichols, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 801 Cherry Street, Suite 2800, Fort Worth, TX 76102.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project; and

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

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Sixty-Nine Thousand Four Hundred Seventy-Five and No/100 Dollars (\$69,475.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX. **Notice Information**

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

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

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

Ashley L. Hairston, P.E.
Water/Wastewater Transmission and Utilities
Freese and Nichols, Inc.
101 S. Locust Street, Suite 202
Denton, Texas 76201
940-215-5441 Telephone
Ashley.Hairston@freese.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Freese and Nichols, Inc.

By: Nicholas Lester
Name: Nicholas Lester
Title: Vice president
Date Signed: 8/02/2023

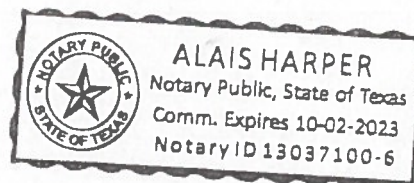
State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the 2 day of August, 2023, by Nicholas Lester in his capacity as Vice President of Freese and Nichols, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Principal.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2 DAY OF Aug, 2023.

Alais Harper
Notary Public, State of Texas

My Commission Expires:
10-02-23



SCOPE OF SERVICES AND RESPONSIBILITIES OF TOWN

PROJECT UNDERSTANDING

Freese and Nichols, Inc. ("FNI") is engaging with the Town of Flower Mound, Texas ("TOWN") to provide professional engineering services to the Lower Timber Interceptor Rehabilitation. The project will include the design of approximately 200 linear feet of 8" sanitary sewer line, approximately 90 linear feet of 27" sanitary sewer line, and approximately 70 linear feet of 27" sanitary sewer pipe burst design. The scope includes the following:

- A. Preparing Design Drawings and Specifications for the following sections:
 - Approximately 200 linear feet of 8" sanitary sewer line to abandon existing 27" sanitary sewer line and connect to the existing manhole at Paisley Drive and Riverplace Drive
 - Approximately 90 linear feet of 27" sanitary sewer to connect the existing sewer line to an existing manhole at Tealwood Blvd. and FM 3040.
 - Approximately 70 linear feet of pipe bursting design for existing 27" sanitary sewer line along Tealwood Blvd.
- B. Provide limited Bid Phase Services and Construction Phase Services.
- C. Topographic survey along proposed sanitary sewer alignments.
- D. Deliverables:
 - a. Monthly One Page Reports with Invoice
 - b. 75% Design Submittal
 - i. Plans and Specifications
 - c. TCEQ Regulatory Submittal
 - d. 100% Submittal
 - i. Plans and Specifications
 - e. Bid Phase Support
 - i. IFC Plans and Conformed Specifications for execution.
 - f. Construction Phase Support
 - i. Prepare Record Drawings.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PROJECT MANAGEMENT:
 - 1. Attend a project kickoff meeting with the TOWN to discuss the project scope, team, lines of communication and schedule.
 - 2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.

3. Prepare monthly reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare monthly invoices.
- B. DESIGN PHASE: FNI shall provide professional services in this phase as follows:
1. Review existing data including record drawings and CCTV data provided by the TOWN.
 2. Conduct one (1) site visit.
 3. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements and rehabilitation to be constructed based on topographical survey provided as part of the Special Services.
 4. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required.
 5. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.
 6. Prepare opinion of probable construction cost.
 7. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 8. Provide design submittals at 75% and 100% design milestones. Meet with the TOWN for a review workshop at each submittal.
 9. Interceptor Rehabilitation Design
 - a. 200 LF of 8" sanitary sewer at 1:20 scale in AutoCAD
 - b. 90 LF of 27" sanitary sewer at 1:20 scale in AutoCAD
 - c. 70 LF of 27" sanitary sewer pipe burst at 1:20 scale in AutoCAD
 - d. Engineer's Opinion of Probable Construction Cost (OPCC)
 10. Furnish TOWN three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by TOWN, for each design submittal as described above. Upon final approval by TOWN, FNI will provide TOWN one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by TOWN.
- C. BID PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by TOWN, FNI shall provide professional services in this phase as follows:
1. Assist TOWN in securing bids. Provide a copy of the notice to bidders for TOWN to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by TOWN.
 2. Print three (3) sets of Bid Documents for the TOWN during Bid.

3. Assist TOWN by responding to questions and interpreting bid documents. Prepare and modify any plans or specifications for Town to issue addenda to the bid documents to plan holders if necessary.
 4. At TOWN request, FNI will assist TOWN in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by TOWN. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
 5. Assist the TOWN in conducting a pre-bid conference for the construction project and coordinate responses with TOWN. Response to the pre-bid conference will be in the form of addenda issued after the conference. FNI will issue up to two (2) addendums as needed.
 6. Assist TOWN in the preparation of Construction Contract Documents for construction contracts. Provide four (4) sets of Construction Contract Documents which include information from the apparent low bidder's bid documents, legal documents, and addenda bound in the documents for execution by the TOWN and construction contractor. Distribute two (2) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide TOWN with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
 7. Furnish contractor two (2) copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- D. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, it is the TOWN's intention to manage the project during construction. FNI's role during construction is to only provide Record Drawings. Additional assistance to the Town can be provided as an Additional Service.
1. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish TOWN one (1) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

A. DESIGN SURVEY

FNI shall retain and monitor the services of a surveying firm (as a sub-consultant) to perform surveying services for the project. The following survey shall be provided for:

1. Prepare a design topographic survey of the sanitary sewer line. Survey limits for the sewer line along the existing 27" sanitary sewer line and intersection of Paisley Drive and Riverplace Drive and along the existing sanitary sewer line along Tealwood Boulevard. Survey will indicate all surface features, spot elevations, sanitary sewer cleanout, right-of-way lines, trees 4" and larger,

and orthorectified imagery to be used. Establish horizontal and vertical control, horizontal control will be NAD/83 Texas Coordinate System and NAVD/88 Vertical Datum.

ARTICLE III

ADDITIONAL SERVICES: Any services requested of FNI that are not included in the Basic Services or Special Services described above shall be considered Additional Services. Additional Services to be performed by FNI, if authorized by TOWN, are described as follows:

- A. Obtain TXDOT permit.
- B. Design of grinder pumps.
- C. Design of CIPP rehabilitation plans of the existing 27" and 36" sanitary sewer line.
- D. Design of any spot repairs needed based on CCTV or realignment of existing 27" sanitary sewer line.
- E. Design of realignment and bore of 27" sanitary sewer line to cross FM 3040 for TxDOT approval.
- F. Field layouts or the furnishing of construction line and grade surveys.
- G. Environmental investigation and THC Coordination.
- H. GIS mapping services or assistance with these services.
- I. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- J. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by TOWN.
- K. Providing renderings, model, and mock-ups requested by the TOWN.
- L. Revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by TOWN or 2) due to other causes not solely within the control of FNI.
- M. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- N. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by TOWN.
- O. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- P. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- Q. Preparing Operation and Maintenance Manuals or conducting operator training.
- R. Preparing data and reports for assistance to TOWN in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- S. Furnishing the services of a Resident Project Representative to act as TOWN's on-site representative during the Construction Phase.
- T. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- U. Assisting TOWN in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- V. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- W. Assisting TOWN in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- X. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- Y. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Z. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- AA. Services required to resolve bid protests or to rebid the projects for any reason.
- BB. Services required to splitting the plan set into multiple bid packages.
- CC. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- DD. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.

- EE. Providing services after the completion of the construction phase not specifically listed in Article I.
- FF. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- GG. Providing basic or Additional Services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the TOWN.
- HH. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- II. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- JJ. Provide follow-up professional services during Contractor's warranty period.
- KK. Provide Geotechnical investigations, studies and reports, as opposed to the Geotechnical Data Report.
- LL. Provide General Representation during Construction Phase.
- MM. Attend pre-bid meeting.
- NN. Attend pre-construction meeting.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in:

- 75% Design Submittal: 45 days after survey has been received.
- 100% Design Submittal: 45 days from receipt of 75% Phase comments.
- Bid and Construction Phase: To follow after 100% Design Submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in TOWN or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF TOWN: TOWN shall perform the following in a timely manner so as not to delay the services of FNI:

- A. TOWN recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the TOWN or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the TOWN budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as TOWN's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to TOWN's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which TOWN will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as TOWN deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as TOWN may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as TOWN may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as TOWN may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. If TOWN designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- I. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

- J. Give prompt written notice to FNI whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- L. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and TOWN designate the following representatives:

TOWN's Designated Representative –

Blake Hummel, P.E., C.F.M.
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301
Blake.Hummel@flower-mound.com

TOWN's Accounting Representative –

Blake Hummel, P.E., C.F.M.
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301
Blake.Hummel@flower-mound.com

FNI's Designated Representative –

Ashley Hairston, P.E.
101 S. Locust Street, Suite 202
Denton, Texas 76102
940-215-5441
Ashley.Hairston@freese.com

FNI's Accounting Representative –

Misty Ballard
817-735-7290
Misty.Ballard@freese.com

COMPENSATION

ATTACHMENT B

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Sixty Two Thousand One Hundred Twenty Nine Dollars (\$62,129).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Seven Thousand Three Hundred Forty Five Dollars (\$7,345).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	91	179
Professional 2	109	179
Professional 3	130	280
Professional 4	130	319
Professional 5	203	350
Professional 6	224	424
Construction Manager 1	98	116
Construction Manager 2	98	175
Construction Manager 3	140	175
Construction Manager 4	161	224
Construction Manager 5	186	266
Construction Manager 6	256	315
Construction Representative 1	81	98
Construction Representative 2	91	98
Construction Representative 3	112	165
Construction Representative 4	116	186
CAD Technician/Designer 1	70	137
CAD Technician/Designer 2	112	168
CAD Technician/Designer 3	154	224
Corporate Project Support 1	63	137
Corporate Project Support 2	77	196
Corporate Project Support 3	91	361
Intern / Coop	49	84

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

350022023

ATTACHMENT B
PROJECT COMPENSATION SCHEDULE / HOURLY RATES (CONT.)

<u>Scope of Services:</u>	<u>Cost</u>
<u>Basic Services:</u>	
A. Project Management	\$ 6,156
B. Design Phase	\$ 46,267
C. Bid Phase	\$ 6,563
D. Construction Phase	\$ 3,144
Basic Services Total:	\$62,130
<u>Special Services:</u>	
E. Design Survey	\$ 7,345
Special Services Total:	\$7,345
Total Compensation (Not to Exceed)	\$ 69,475

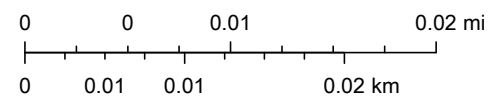
Lower Timber Interceptor - Paisley Dr



5/30/2023, 8:29:17 AM

1:564

Denton County Appraisal Data	Park Location	Gravity Main
Parcel	Streams	0 - 8
Town Limits	Pressurized Main	10 - 12
Address Points	2 - 4	15 - 21
Primary Address	6 - 8	24 - 44
Alternate Address	10 - 14	Manhole
Key Lot	20 - 30	Cleanout

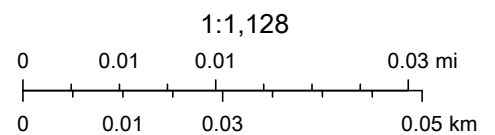
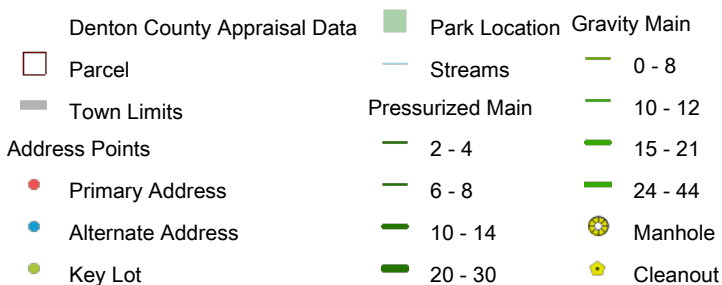


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Lower Timber Interceptor - FM 3040



5/30/2023, 8:32:11 AM



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309 Byers Street, #100
Euless, Texas, 76039
817-685-8448

www.spoonersurveyors.com

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between **Spooner and Associates, Inc.** ("Surveyor"), and **Freese and Nichols, Inc.** ("Client/Owner") as of the **2nd** day of **June** in the year **2023**.

Project name: **Flower Mound - Lower Timber Interceptor Rehabilitation**

Spooner and Associates, Inc.

S&A project No.

Eric Spooner, RPLS

Freese project No.

309 Byers Street, #100

Estimate version **1**

Euless, Texas 76039

espooner@spoonersurveyors.com

Client/Owner:

Freese and Nichols, Inc.

4055 International Plaza

Suite 200

Fort Worth, Texas 76109



Services described herein will be provided in accordance with the terms and conditions of the Master Subconsultant Agreement between Freese and Nichols, inc. and Spooner and Associates, Inc., executed on June 10, 2013.

CLIENT/OWNER

Freese and Nichols, Inc.

SURVEYOR

Spooner and Associates, Inc.

By: _____

By: _____

Print: _____

Print: Eric Spooner

Title: _____

Title: President

Date: _____

Date: _____

ATTACHMENT A "SURVEY ESTIMATE AND SCOPE"

Spooner and Associates, Inc. (S&A) will provide topographic and professional surveying services on the above mentioned project. The scope of work of the land surveyor shall be to supply all supervision, technical labor, equipment, services, tools, consumables, insurance, and pay any applicable sales/use taxes, and all other things required to perform land surveying in accordance with the technical requirements specified in this Estimate.

Project Name: Flower Mound - Lower Timber Interceptor Rehabilitation

Location of survey: (please see "Attachments C & C1" for more details)

PROJECT OVERVIEW: The purpose of this survey is to locate and document visible and apparent information pertinent to the design and construction of sewer main improvements.

SCOPE: TOPOGRAPHIC SURVEY

Limits of Survey: (please see "Attachment C" for more details)

Paisley Drive and Backyard Mapping Scope

- Main project area cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade producing 1' interval contours for a swath centered on the proposed alignments as shown on said Attachment C & C1.
- Mapping between the homes of 804 and 808 Paisely Drive will extend from face of home to face of home. The full intersection of Paisley Drive and Riverplace Drive is included.
- The full intersection of Tealwood Drive and Tealwood Blvd is included. Mapping will extend to the north edge of pavement of Flower Mound Road. Mapping is included through the backyard of 713 Tealwood Lane for abandonment purposes.
- Private sanitary sewer cleanouts will be located, inverted and detailed on the survey deliverable.
- All trees 4" or larger will be tagged in the field. Tag ID's, common name and approximate trunk size will be noted on the survey.
- Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.

Right of Entry: The Surveyor will coordinate with the project Engineer to obtain right-of-entry (ROE) for mapping on this project. These services will be provided on the Surveyor's behalf prior to starting. **Services are limited to the 10 homes along the north side of Paisley.**

Texas811 OneCall Coordination: Prior to commencing any topographic fieldwork, the Surveyor will submit a utility locate request for the project limits to Texas811 (formerly Texas Excavation Safety System, Inc.) online at www.Texas811.org or by telephone at 811 or 800-344-8377. Marks set by Texas811 will be shown on our survey.

Private Franchise Utilities: We will locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available, we will denote size, material type, pressure rating, line voltage and utility owner as applicable. Visible Texas811 markings will be shown on the survey.

City of Flower Mound Public Utilities: We will locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances. Our survey will denote size, material type and flow direction as applicable. We will locate top of operating nut elevations for visible utility valves. Accessible utility manholes will be detailed identifying: structure size, material type, rim elevations, measure downs and corresponding flow line and top of pipe elevations for visible pipe wall penetrations. Upstream and downstream sanitary and storm sewer rim and invert data will be shown.

Building/Structure Details: The limits of structure, ground elevation adjacent to those limits, visible roof drain outfalls and finished floor elevation will be shown for all buildings and structures within the proposed survey limits.

Fence and Retaining Walls: We will provide location, height and material type for fences located within the project limits. Provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.

Right-of-Way and Property: Our survey will locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable. We will show lot, block, abstract number, adjacent street names and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown on the survey.

Roadways and Improved Surfaces: Roadways, driveways, alleys and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey. Existing pavement markings and signage will be identified on the survey.

Surface Drainage Features: We will locate and tie top, toe and flow lines of existing swales, channels and creeks with the project limits. Our survey will locate headwall and wingwalls and denote number, size, material type, flow line and top of pipe elevation for culvert conduit(s).

Trees, Shrubs, Landscaping and Irrigation: We will locate trees 4" or larger in diameter, shrubs and landscaping features and provide identification notes accordingly. We attempt to provide tree common name and caliper as measured approximately four feet off the ground. Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.

Methods and Precision

Basis of Control: Local municipal geodetic control, if available, otherwise the Allterra-VRS GPS system will be used to establish our horizontal and vertical values.

Project Coordinate System: Survey coordinates will be provided in a project modified State Plane "surface" position. The project scaling point and factor will be labeled and shown in CAD. Basis of control and all other pertinent details will be described in the CAD files and on the control description sheets.

Horizontal and Vertical Control Methods: Horizontal and vertical control will be established using RTK "base and rover" GPS methods. Control will have an accuracy of +/- 0.04' at the time of survey.

Data Collection: RTK GPS and robotic total stations will be used for a majority of this survey.

Deliverables: Topographic Survey

CAD Format: AutoCAD 2020 format Civil 3D CAD files.

Project Scale: 20 scale

Base Map: An electronic base map at 1:1 scale (base unit US Survey Foot) containing pertinent Topographic field data will be prepared.

- Freeze CAD Standard drafting standards including layers and styles will be used.
- Text will be oriented with north being true reading West to East.
- The base map shall be in AutoCAD DWG format.
- DTM generated contours shall have one-foot minor and five-foot major intervals.
- XML surface file, defining the AutoCAD Civil 3D surface.
- UAV captured imagery will be used as a background in our deliverable.
- PDF electronic copies of all project research used to workup the project mapping which includes but is not limited to plats, deeds, right-of-way maps and provided utility maps.
- PDF electronic copies of all the Texas811 tickets and correspondence.
- PDF copy of all field notes.
- PDF copy of the survey base map is not included.

Survey Control and Material:

- 5/8" iron rods with cap and/or mag nails will be used as a control material.

- Horizontal and vertical control points will be set at 500' intervals within the project area. Where possible, control monumentation shall be located sufficiently away from the project limits so as not to be disturbed by construction activities. **A project permanent control point will be established near each of the 7 manholes detailed in this estimate.**
- All established main horizontal and vertical control along with pertinent calculations will be furnished in electronic (MS Word Document).

Point File: A comma delimited ASCII file showing point number, northing, easting, elevation and description shall be provided for all data collected on this project.

Field Sketches and Site Pictures: Applicable field sketches and site photographs depicting any special field information shall be provided in digital form.

Assumptions: Topographic Survey

Abstracting Services: This estimate does not include hiring an abstractor to conduct abstracting services for property, easement and right-of-way research. Current platting and/or deed information available at the County and information provided to the Surveyor by the client and/or owner will be used for this project.

Additional Project Services: This estimate includes mapping as shown on "Attachment C". Additional services requested beyond what is shown on Attachment C and/or detailed herein may result in a request for additional compensation.

Arborist Services: This estimate does not include the services of an arborist or licensed landscape architect to provide tree size and scientific name. The surveyor will make an attempt to approximately identify the common name and size of each project affected tree.

Construction Staking Services: This estimate does not include staking of any kind for the construction of this project. Project control will not be refreshed prior to the commencement of construction.

Texas811 Coordination: This estimate includes only one attempt to capture Texas811 markings. The services will be ordered 5 days prior to the survey start date. Markings not set by Texas811 prior to the time of field mapping collection will not be shown on the survey.

Public Utility Records Research: This estimate includes public utility records research. Recovered vault data will be delivered to the Designer/Owner in PDF format.

SUE Level C & D / Public and Private Franchise Alignments: This estimate includes placing underground public and private utility alignments on the face of the survey based on observed surface evidence and City vault data for public alignments. Texas811 markings will be used to locate private utility alignments.

Right of Entry: This estimate does not include right-of-entry services.

Subsurface Utility Investigation: This estimate does not include sub-surface excavation to confirm underground utility locations. All utility line work will be based on surface field evidence and provided record drawing research

SUE Test Hole and Marker Locations: This estimate does not include the location and collection of data regarding test-hole locations or SUE markings locations performed by SUE contractors.

Soil Borings: This estimate does not include the location of soil borings performed by others.

Scope: Right-of-entry Services

The Surveyor will prepare right-of-entry services for 3 parcels.

Right-of-Entry Deliverables

- One electronic executed PDF of the complete request for entry with return letter for each parcel.
- Project management of entry services.



309 Byers Street, #100
Euless, Texas, 76039
817-685-8448

www.spoonersurveyors.com

Work Schedule:

Topographic Survey: The Surveyor will need 3 weeks to mobilize on the project from receipt of an executed contract. Once mobilized the Surveyor will require 5 weeks to complete field and office tasks. A total of 8 weeks is needed from receipt of an executed contract for preparation of survey deliverables.

Easement Services: The Surveyor will have instruments ready for review within 2 weeks from the receipt of written authorization to proceed.

ATTACHMENT B Fee Schedule

Flower Mound - Lower Timber Interceptor Rehabilitation

Client/Owner shall compensate Surveyor for services rendered in accordance with the following:

SURVEYING SERVICES

ITEM 1) Topographic Survey (Paisley Drive and Backyards)

\$4,605 Lump Sum Fee

ITEM 3) Right-of-Entry Services

\$650 Lump Sum Fee

Easement Fees: Easements shall be invoiced at \$995 per exhibit requested. Easements that require more than one specifically described exhibit will be invoiced at \$995 for each additional exhibit prepared. An exhibit is defined as one metes and bounds description with an accompanying exhibit map.

Lower Timber Interceptor - Paisley Dr



5/30/2023, 8:29:17 AM

1:564

Denton County Appraisal Data

Parcel

Town Limits

Address Points

Primary Address

Alternate Address

Key Lot

Park Location

Streams

Pressurized Main

2 - 4

6 - 8

10 - 14

20 - 30

Gravity Main

0 - 8

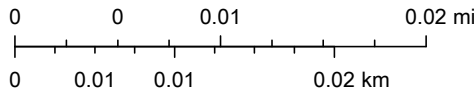
10 - 12

15 - 21

24 - 44

Manhole

Cleanout



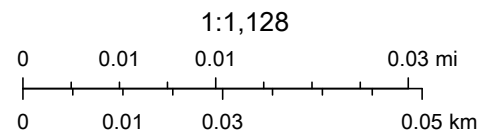
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ATTACHMENT C1 Lower Timber Interceptor - FM 3040



5/30/2023, 8:32:11 AM

Denton County Appraisal Data	Park Location	Gravity Main
Parcel	Streams	0 - 8
Town Limits	Pressurized Main	10 - 12
Address Points	2 - 4	15 - 21
Primary Address	6 - 8	24 - 44
Alternate Address	10 - 14	Manhole
Key Lot	20 - 30	Cleanout



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

DATE: August 7, 2023

FROM: David Stallings, ITS Manager

ITEM: **Consider approval of the purchase of one 2023 Chevrolet 5500 Crew Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Vendor Quote from Lake County Chevrolet for Public Works in the amount of \$181,225.16.**

BACKGROUND: The Traffic Operations Division of Public Works Department is requesting the purchase of (1) 2023 Chevrolet 5500 Crew Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Lake County Chevrolet Quote in the amount of \$181,225.16 from Silsbee Ford through an existing interlocal agreement with TIPS USA Cooperative Contract #210907.

This purchase is for a new unit that was approved per a decision package for Fiscal Year 2022-2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$181,225.16

Proposed Expenditure/(Revenue)
\$181,225.16

Account Number(s):
100-690-95200-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Req.
3. Quote and Specs-Versalift Body (Incl in Quote-Whole Unit)
4. Quote-Whole Unit

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



Bid Award Recommendation

Date: 6/19/2023 – Dec. Pkg.– FY22-23

Description: **A Class 5 Cab and Chassis Fitted with a Versalift Aerial Bucket and Utility Body**

Qty.: 1

Replaces: NONE – New Fleet Addition – Traffic

Bidder: Lake Country Chevrolet, Seth Gamblin 512-436-1313
sgamblin.silsbeefleet@gmail.com
 Via TIPS USA Cooperative Contract# 210907.

Item: 1- 2023 or Newer Chevrolet 5500 Class 5 Aerial Bucket Truck Fitted with a Versalift Aerial Bucket and Utility Body as per TOFM specification and TIPS Cooperative Quote identified as “Chevrolet Medium Duty 5500”

Total Cost of Vehicles, Equipment & Installation:

\$181,225.16

It is Fleet Services recommendation to award the bid to **Lake Country Chevrolet** in the amount of **\$181,225.16** utilizing the **TIPS USA Cooperative Contract #210907.**

Fleet Services Manager

6/19/2023

Date

FLEET VEHICLE/EQUIPMENT REQUISITION

Date: 6/19/2023
 Suggested Vendor: Lake Country Chevrolet
 Contact (if known): Seth Gamblin
 Address (if available): _____
 Phone/Fax: 512-436-1313



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: _____

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	NEW Unit Description (Make, Model, Size, Color, Add-On's)	Price Quoted	Amount
100-690-95200-6130	\$ 145,000	1	Aerial Bucket Truck With Utility Body-NEW	181,255.16	\$181,255.16
				TOTAL:	\$181,255.16

Name/Phone Ext.: David Stallings x6415
 Approved By: *David Stallings*
 Unit # to be replaced: NEW

APPROVALS:

FLEET MANAGER

Bill Sterner

Spec Name: _____

Bid/Solicitation #: _____

Co-op/Contract #: _____

TIPS USA 210907

Note: Requisition unit description **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.

Versalift Southwest L.L.C.
1200 Texas Central Pkwy
Waco, Texas 76712-1415
254.420.5330



QUOTATION

VSW-23865

Customer: Silsbee Ford
Attn: Seth Gamblin
Email: Sgamblin.silsbeefleet@gmail.com
Ref: Town of Flower Mound
Attn: Bill Sterner
Email: Billy.Sterner@Flower-Mound.com
RFQ: VSW-23543R4

Date: June 16, 2023
Model: SST-40-EIH

We are pleased to quote the VERSALIFT SST-40-EIH; insulated end mounted 40 ft. (12.2m) telescopic aerial platform lift, 45 ft. (13.7 m) working height, 27 ft. 9 in. (8.5 m) horizontal reach including the following items *(based on a 40" frame height)*:

AERIAL LIFT SPECIFICATIONS

PLATFORM - The fiberglass platform is 24 in. x 30 in. x 42 in. (0.61 m x 0.76 m x 1.07 m) deep with an inside and outside step for easy access. The platform capacity is 350 lbs. (160 kg). A tubular rubber support for the platform is provided.

PERSONNEL RESTRAINT SYSTEM – An arc flash rated safety harness and lanyard are supplied. The anchor for the lanyard is attached to the upper platform support.

PLATFORM COVER – A vinyl cover is supplied for the platform.

SINGLE STICK 3-AXIS PLATFORM CONTROL – The single-stick 3-axis control consists of a multi-jointed handle which operates the control valve. A safety trigger located on the underside of the single stickhandle will not allow boom movement until it is depressed. The control valve is full pressure and full flow. The operator can feather between the three control movements to provide multi-function boom action. An emergency stop control is provided.

TRUGUARD™ - This advance upper controls isolation system provides 4" of electrical isolation from the entire upper controls, including the control dash panel. This system also includes a protective shield which helps prevent environmental and work related contaminants from making direct contact with the isolating surfaces.

HYDRAULIC PLATFORM LEVELING - Platform leveling is controlled by a master and slave cylinder arrangement. The platform leveling system can be activated from the upper controls to adjust platform leveling, tilt the platform for cleaning, or to ease the removal of an injured operator.

ROTATING PLATFORM – Provides 180° hydraulic platform rotation.

OUTER/INNER BOOM ASSEMBLY- The outer/inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of a 6 in. x 8 in. (150 mm x 200 mm) steel section and a 7.5 in. x 9.5 in. (190 mm x 240 mm) fiberglass section (Electroguard) that maintains a 42 in. (1.08 m) insulation gap with the inner boom fully retracted. The 5 in. x 7 in. (130 mm x 180 mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of a hydraulic cylinder, two holding valves, and a hose carrier housed entirely within the boom assembly. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. The outer/inner boom assembly articulates from 14° below horizontal to 74° above horizontal. Actuated by a double acting cylinder with a holding valve, the outer/inner boom assembly is offset to one side to provide easy access to the platform. A tie-down strap is included.

COMPENSATED LOWER BOOM - The lower boom consists of a 6 in. (150 mm) square steel section. The SST-40 lower boom articulates from 5° below horizontal to vertical for a total travel of 95°. A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

PINS - Pins are high-strength alloy steel which are chrome plated for a hard finish and corrosion resistance. Pins are bolted in place with a welded pin tab at one end and a pin cap at the other for redundant retention.

INDIVIDUAL LOWER CONTROLS - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.

CYLINDERS - Both the outer and lower boom cylinders are a threaded end-cap design. The lower boom and extension cylinders are equipped with two holding valves to prevent down creep and to lock the booms in position in the event of hose failure. The outer boom cylinder is equipped with one holding valve.

TURRET - The turret wings are ½ in. (13 mm) thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provide rigidity. The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.

CONTINUOUS ROTATION - Rotation is continuous and unrestricted in either direction. An electric and hydraulic collector ring assembly provides a path for hydraulic oil and electric signals from the pedestal to turret. Rotation is accomplished by a hydraulically driven worm and spur gear set acting on a shear-ball rotation bearing. The critical bolts holding the turret to the rotation bearing and the bearing to the pedestal are grade 8 hex head cap screws. These critical bolts are marked with a torque seal indicator to provide a quick means to inspect for relative movement. An external hex drive is provided for manual rotation in case of hydraulic failure.

PEDESTAL - The pedestal is a round shape with an access opening on both sides. The 12 gallon (45 l) hydraulic reservoir is built integral to the pedestal. A 100-mesh suction screen and 10-micron return line filter are located inside the pedestal. The top plate is 1 ¼ in. (32 mm) thick and machined flat to support the rotation bearing.

HYDRAULIC OIL RESERVOIR - A 17 gallon (64.4 l) hydraulic oil reservoir is built integral to the pedestal. Two sight gauges allow quick hydraulic fluid level checks.

LEVELING CONTROL AT LOWER CONTROLS - The platform leveling system can be activated from the lower controls to adjust platform leveling, tilt the platform for clean out, or to ease the removal of an injured operator.

LUBRICATION - Non-lube bearings are used at all points of motion. The rotation bearing is the only component that requires periodic lubrication.

HYDRAULIC SYSTEM - The open-center hydraulic system operates at 5 gpm (18.9 lpm) at 2250 psi (158 kg/cm²). The pump draws oil through a 100-mesh suction screen. A 10-micron return line filter with bypass valve is included. Fluid level gages are furnished for checking fluid level.

HOSES AND FITTINGS - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

ENGINE START/STOP AND MASTER CONTROL - The start/stop circuit has been designed so that the lift cannot be operated unless the truck ignition key is in the "run" position and the master switch is "on." This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the platform and a toggle switch at the turret are provided to actuate the engine start/stop control.

BACKUP PUMP - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a 12V DC motor, which is powered by the truck engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the platform and a toggle switch at the pedestal energize this system. When used with continuous rotation, an additional pass in the collector assembly is usually required.

AUTOMATIC THROTTLE CONTROL - Automatically advances the engine idle speed when the PTO is engaged.

CHASSIS INSULATION SYSTEM (Lower Boom Insert) – The fiberglass insert provides an insulation gap of 12 in. (305 mm). The insert is mounted on the steel boom sections, and then adhesive is pumped in under pressure to fill all voids. After curing, 16 bolts are added to assure maximum strength. A fiberglass section in the compensation link maintains the 12 in. insulation gap in all boom positions. A stainless steel stud is provided at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

ELECTRICAL INSULATION SPECIFICATIONS - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position.

PAINT - The complete unit is primed and painted prior to assembly. The standard color is white urethane.

SLOPE INDICATORS - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.

MANUALS - Two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual are included with each aerial lift.

CHASSIS SPECIFICATIONS

Minimum Chassis Requirements:

- Clean Cab to Axle Dimension (tops, sides, and bottoms) 84 in. (1.52 m)
- Frame Section Modulus 9.25 in³ (152 cm³)
- Frame Resisting Bending Moment..... 333,000 in-lbs. (37,600 N-m)
- GVWR 19,500 lbs. (8845 kg)
- Front GAWR..... 7,000 lbs. (3175 kg)
- Rear GAWR 14,500 lbs. (6577 kg)
- Approximate Curb Weight for Stability 13,100 lbs. (5942 kg)
- 2024 Chevy 5500 Crew Cab
- Diesel Engine
- PTO Provision
- Upfitter Switches
- Rear Fuel Tank Only
- Dash Mounted PTO and Upfitter Switches

BODY SPECIFICATIONS

Steel Service Body:

- 132" Line Body 48 inches high X 92 inches wide
- 18 Inch compartment depth.
- 56 Inch bed area.
- 28 Inch top of floor to top of body.
- 24 Inch horizontal compartment height.

Body Dimensions:

- 12 Ga Treadplate Wheel wells.
- 16 Ga. Galvanneal body materials.
- 12 Ga. Hot rolled treadplate floor.
- 12 Ga. Hot rolled treadplate compartment tops.

Body Materials:

- Stainless Steel Automotive rotary type door latches
- Latch Covers on All doors.
- Stainless steel rod and socket type door hinges.
- Gas Cylinder door holders on all vertical hinged doors and
- Chain stops on horizontals.
- Spring Retainers on Horizontal Doors
- Double Panel Body Doors.

Door Details:

- Rubber rolled crown type fenders.
- Master door lock system.
- LED Compartment lights mounted in top of all body compartments with a door switch.
- Automotive Bulb Type Weatherstripping.
- 12 Ga. Punched Metal Front bulk head.
- Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.
- Two (2) formed angle Mudflap brackets

Streetside Compartmentation:

1st Vertical:

- 32 Inch open compartment.
- Barn type compartment doors.

2nd Vertical:

- 24 Inch open compartment.

Horizontal:

- 50 Inch open compartment.

Rear Vertical:

- 26 Inches wide with Four (4) shelves each with adjustable dividers on 4" centers.

Curbside Compartmentation:**1st Vertical:**

- 32 Inches wide with Six (6) material drawers.
- Four (4) - 4" deep, One (1) - 6" deep and One (1) - 8" deep
- Drawers are mounted on Roller Bearing Slides.
- Lock in / Lock out style slides.
- Adjustable dividers installed in each drawer on 6" centers.
- Barn type compartment doors.

2nd Vertical:

- 24 Inch open compartment.

Horizontal:

- 50 Inches wide with Two (2) shelves each with adjustable dividers on 4" centers.

Rear Vertical:

- 26 Inches wide with Four (4) locking/swivel type material hooks.

Streetside Top Mounted Box:

- One (1) - 132" long X 10" high X 18" wide with Two (2) top opening access lids.
- Lift-up handle installed on front edge of box lid.
- Equipped with One (1) pad lockable type latch and chain stops
- Automotive Bulb Type weatherstrip installed around top opening
- 1/4" Aluminum Treadplate overlay on tops

Curbside Top Mounted Box:

- One (1) - 132" long X 10" high X 18" wide with Two (2) top opening access lids.
- Lift-up handle installed on front edge of box lid.
- Equipped with One (1) pad lockable type latch and chain stops
- Automotive Bulb Type weatherstrip installed around top opening
- 1/4" Aluminum Treadplate overlay on tops

Tailshelf:

- Treadplate tailshelf 24 inches long X Full width of body x 6 inches high with
- 7-Lamp light bar installed at rear.
- Cut-out in light bar for customer supplied Arrow stick

Rear Lighting L.E.D in Tailshelf:

- Rubber mounted recessed rear lighting kit with harness
- Two (2) stop/tail/turn lights - Peterson Brand M826R-7 L.E.D.
- Two (2) clear back up lights - Peterson Brand M826C - 7 LED
- Two (2) front clearance lights reflector style- Peterson brand M173A L.E.D
- Two (2) side clearance lights reflector style- Peterson brand M173R L.E.D
- Two (2) rear clearance lights reflector style - Peterson brand M173R L.E.D
- Three (3) light center cluster reflector Style - Peterson brand M173R L.E.D
- 7-Lamp light wiring harness.

Fuel Filler Cut out in Wheel panel, Streetside:

- Ford fuel filler is square and behind wheel.

Bumper:

- Recessed 2-section bumper 10" long X 92" wide with gripstrut top.

Grab Handles:

- Two (2) Pool type grab handles for installing top of tailshelf.
- Two (2) Mini pool type grab handles for installing top of tailshelf.

Paint:

- Powder coat body and inside of compartments white.
- Rubberized protective undercoating.

INSTALLATION DETAILS

- Furnish and install mounting hardware, PTO, and pump
- Install VERSALIFT SST-40-EIH
- Furnish and install hydraulic diagnostic test ports
- Furnish and install body and accessories
- Furnish and install park brake interlock
- Furnish and install slope indicators
- Furnish and install backup alarm wired through back up lights
- Furnish and install a PTO hourmeter on dash of vehicle
- Furnish and install four (4) Whelen LED strobe lights mounted on each corner of the service body, two blue (L22HBP) and two amber (L22HAP) on alternating corners, front lights to be mounted have to be seen from the front of the unit. Switch to be mounted in electrical panel switch inside cab.
- Furnish and install two (2) Whelen ION Duo strobe lights. Mounted on in the front grill, blue/amber combo on alternating sides, front lights to be mounted must be seen from the front of the unit. Switch to be mounted in electrical panel switch inside cab.
- Furnish and install One (1) LED amber strobe light mounted on in the knuckle of the boom, must be seen from the rear of the unit. Switch to be mounted in electrical panel switch inside cab
- Furnish and install a Whelen TAM85 directional 46" or longer, "Arrow Stick" shall be mounted to the rear bumper of the truck and be controlled independent of the strobe lights. Switch to be mounted in electrical panel inside cab.
- Furnish and install a receiver tube hitch and two (2) safety "D" rings
- Furnish and install ICC rear bumper
- Furnish and install a rear over-frame torsion bar
- Furnish and install a 6 prong trailer receptacle
- Furnish and install mud flaps
- Furnish and install travel height decal in the cab
- Paint body floor non-skid black
- Paint bed, bulkhead, top and rear side of utility body, rear bumper, and inside of slide drawers with black Rhino Liner material
- Furnish a fire extinguisher and a 3-piece triangle reflector kit
- Furnish two (2) rubber wheel chocks
- Furnish a front end alignment
- Furnish chassis inspection
- Test ride completed unit for 1 hour
- Test and Certify per ANSI A92.2

PRICE SUMMARY

Aerial, Body, Accessories, and Installation:	\$111,153.00
Chassis (2024 Chevy 5500 Crew Cab):	\$To Be Supplied
SUBTOTAL:	\$111,153.00
NET PRICE FOB FLOWER MOUND, TEXAS:	\$111,153.00
<i>(Freight cost is an estimate only. Actual freight cost will be determined when unit is built.)</i>	

NOTES

1. Your Terms This Order: Net 30 Days pending credit approval.
2. Days to Delivery: Approximately 540-630 Days after receipt of order or 60 days after receipt of chassis, whichever is later. Delivery times are subject to change without prior notice.
3. This Quotation Valid For: 30 Days
4. This quotation does not include any applicable sales tax, title, license or state inspection.
5. If Versalift Southwest is not supplying the chassis; it is the customer's responsibility to deliver the chassis to our facility in Waco, Texas.
6. Chassis specification must accompany purchase order. If the chassis specification does not meet minimum requirements for the application additional charges may be incurred to meet those requirements. This is necessary to order the correct mounting hardware to accommodate the particular chassis to be used.
7. Steel surcharges and/or additional fees may be incurred at any time due to market volatility. Customer will be notified when cost changes occur, and actual pricing will be noted in detail on final invoice.

Thank you for considering **Versalift Southwest** to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

Michael J. Jacko
Regional Sales Manager
Phone: (254) 227-1755
MikeJacko@versalift.com

Signature: _____ Date: _____

P.O. #: _____ Quantity: _____ Options: _____

Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above. Indicate any options you wish to include on your unit by the option number in the space provided above. Please fax this with your PO to (254) 776-8025 or email to VSWSalesAdmin@versalift.com



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: [512.436.1313](tel:512.436.1313)

Email: _____

Email: sgamblin.silsbeefleet@gmail.com

Product Description: CHEVROLET MEDIUM DUTY 5500

Date: June 16, 2023

A. Bid Item: _____

A. Base Price: \$ 53,196.66

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK56043	2023 SILVERADO MED DUTY 5500		GR4	REAR SUSPENSION 13,500LBS	\$ 25.00
	HD CHASSIS 4X4 CREW CAB	\$ 9,795.00	GZG	GVWR 19,500 LBS	\$ 2,255.00
L5D	ENGINE DURAMAX 6.6L DIESEL		G80	DIFFERENTIAL, HEAVY-DUTY	\$ 1,350.00
MIU	6 SPEED TRANS	\$ -	I0B	CHEVROLET INFOTAINMENT SYSTEM	\$ 275.00
	POWER WINDOWS / LOCKS	\$ -	J27	REAR AXLE, 15,500 LB.	\$ 775.00
AQQ	KEYLESS ENTRY	\$ 175.00	MIU	6-SPEED AUTOMATIC	\$ 290.00
C49	REAR WINDOW DEFROSTER	\$ 175.00	PTO	POWER TAKE OFF	\$ 280.00
DPN	MIRRORS OUTSIDE HEATED	\$ 355.00	UZF	BACK UP ALARM	\$ 150.00
EM1	WHEELBASE 199" 84" CA	\$ 180.00	V76	RECOVERY HOOKS	\$ 25.00
Total of B. Published Options:					\$ 16,105.00

Published Option Discount (5%) \$ (210.75)

C. Unpublished Options

\$= 160.4 %

Description	Bid Price	Options	Bid Price
VERSALIFT SOUTHWEST QUOTE		EXTERIOR- WHITE	
ESTIMATE ***	\$ 111,153.00	INTERIOR- JET BLACK CLOTH H1T	
ETA 630 DAYS ONCE VERSALIFT HAS TRUCK *		40/20/40	
		**UNIT ON THE GROUND	
		MUST SHORT PAY FOR TRUCK WHEN	
		DELIVERED TO VERSALIFT ****	
		WE WILL INVOICE VERSALIFT INVOICE	
		WHEN COMPLETE **	
Total of C. Unpublished Options:			\$ 111,153.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 500.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 275 miles

\$ 481.25

H. Subtotal:

\$ 181,225.16

I. Quantity Ordered 1 **x H =**

\$ 181,225.16

J. Trade in: _____

\$ -

K. Total Purchase Price

\$ 181,225.16



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

DATE: August 7, 2023
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval of a Professional Services Agreement with Champion Environmental Consulting Inc. for asbestos management services for the Town building located at 1800 Timbercreek in the amount of \$27,285. Champion Environmental will develop the technical specifications for the abatement and disposal of asbestos-containing materials, will attend and/or lead necessary pre-construction meetings, and will provide on-site personnel to monitor the work performed by the abatement contractor.**

BACKGROUND: The Town building located at 1800 Timbercreek Road is being considered for demolition due to age and condition. Champion Environmental Consulting Inc. was previously contracted to identify all asbestos-containing materials located in or on the building and provide a written report. Champion has submitted a proposal to develop the technical specifications for the abatement and disposal of asbestos-containing materials, and will attend and/or lead necessary pre-construction meetings, and will provide on-site personnel to monitor the work performed by the abatement contractor. This building and two other buildings located on this site were acquired approximately 3 years ago from Lewisville ISD. The two other buildings were demolished in approximately 2021, and both buildings had asbestos-containing materials which needed to be removed prior to demolition.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$27,285.00

Proposed Expenditure/(Revenue)
\$27,285.00

Account Number(s):
100-680-81000-6030

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

ATTACHMENTS:

1. Champion Enviromental Service Agreement
2. PR071523.01 Town of Flower Mound 1800 Timbercreek AMT.MGMT Proposal

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Champion Environmental Consulting, Inc.**

This contract is entered into on this 03 day of August, 2023, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Champion Environmental Consulting, Inc.** (“hereinafter referred to as “CONSULTANT”) whose address is 109 W 7th St, Suite 210, Georgetown, TX 78626.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to provide this proposal for asbestos management services as discussed in more detail below.

The asbestos management services described in this proposal can be performed at 1800 Timbercreek Road, Flower Mound, Texas, 75028. Materials to be abated by selected contractor include asbestos containing materials identified by Champion Environmental or others.

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the asbestos management at 1800 Timbercreek Road, in Flower Mound, Texas, 75022 specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed The following and represent the fees for the above described and below listed services by Champion Environmental:

☐ Specifications and Project Design \$ 800

☐ Air Monitoring and Onsite Management – (10 Hour Shifts)

Weekday Rate \$ 795 X 33days \$ 26,235

(multiply by contractor provided # of days @ \$795/day)

☐ Final Report \$ 250

TOTAL Twenty-Seven Thousand Two Hundred Eighty-Five and No/100 (\$27,285.00).

This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI. **Contract Termination Provision**

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

VII. **Ownership of Documents**

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

VIII. **Insurance**

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

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

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

The following policies and coverage shall be required:

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

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

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

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

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV. Provisions Surviving Termination

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

XVI. Changes

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

XVII. Conflicts of Interest

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

pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

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

XVIII.

Confidential Information

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

XIX.

Notice Information

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

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

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

Wade Champion
Individual Asbestos Consultant
TDSHS License #10-5410
wchampion@c-eci.com
109 W 7th St, Suite 21
Georgetown, TX 78626
main (512) 992-5383

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

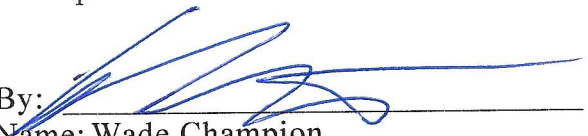
Date Signed: _____

Attest:

Town Secretary

CONSULTANT:

Champion Environmental Services, Inc.

By: 

Name: Wade Champion

Title: Individual Asbestos Consultant

Date Signed: 7/14/2023

State of Texas

§
§
§

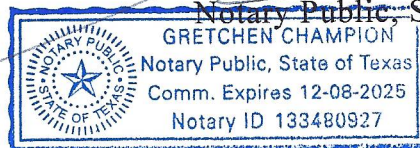
County of Williamson

This instrument was acknowledged before me on the 14 day of July, 2023, by Wade Champion in his capacity as vice president of Champion Environmental, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of vice president.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14 DAY OF July, 2023.

My Commission Expires:

12/08/2023





July 15, 2023

Jeff Garner
Director of Facilities Management
Town of Flower Mound
2121 Cross Timbers Road - Building D
Flower Mound, Texas 75028

RE: Asbestos Management Services
1800 Timber Creek Rd, Flower Mound, Texas 75028
Proposal Number PR071523.01

Jeff:

Champion Environmental Consulting Inc. (hereinafter, Champion Environmental) appreciates the opportunity to provide this proposal for asbestos management services as discussed in more detail below.

The asbestos management services described in this proposal can be performed at above referenced Site(s). Materials to be abated by selected contractor include asbestos containing materials identified by Champion Environmental or others.

Project Specifications

Champion Environmental will develop the technical specifications for the abatement and disposal of asbestos-containing materials (ACM) at the Site(s). These specifications will be based upon the survey conducted by Champion Environmental, others or assumed material. The specifications will include project scope of work, submittals and notifications, preparation and maintenance of work areas, and abatement work methodology.

Pre-Construction Activities

Champion Environmental will attend and/or lead necessary pre-construction meetings. Champion Environmental will be available to answer questions and address comments by subcontractors concerning such topics as required work procedures, project scope of work, final scheduling, and project specifications. The Contractor will prepare the Texas Department of State Health Services notification applicable to this ACM abatement project, for the owner.

On-Site ACM Management and Testing Services

Champion Environmental will provide on-site personnel to monitor the work performed by the abatement contractor. Champion Environmental personnel will hold applicable licenses for air monitoring technicians and project managers. As part of its services, Champion Environmental will provide compliance area sampling and analysis during all abatement phases of this project. In progress air samples will be analyzed utilizing phase contrast microscopy (PCM) according to the NIOSH 7400 method of analysis. At the close of the project, Champion Environmental personnel will perform closure air monitoring.

Final Report

At the completion of the ACM abatement activities, Champion Environmental will provide to the Client a Final Report documenting the following: daily logs of work activities, inspection reports conducted during the project, post-project submittals, and results of off-site/on-site laboratory analyses.

Project Fees

The following represent the fees for the above described and below listed services by Champion Environmental:

- Specifications and Project Design \$ 800
 - Air Monitoring and Onsite Management - (10 Hour Shifts)
Weekday Rate \$ 795 X 33days \$ 26,235
(multiply by contractor provided # of days @ \$795/day)
 - Final Report \$ 250
- TOTAL \$ 27,285**

Note: Client will be billed for the actual number of days

Champion Environmental's total management fee will be based on the number of days required to complete all asbestos abatement activities. Hours over 10 per day will be billed at time and half. Payment on the invoice is due within 30 days of receipt of the final report. This fee does not include any costs associated with services not specifically addressed above.

Standard of Care and Limitations

The foregoing services will be performed in accordance with generally accepted practices of the profession undertaken in similar studies at the same time and in the same geographical area. No other warranties, either expressed or implied, apply to the services hereunder. Champion Environmental cannot warrant the accuracy of prior reports and services performed by other firms for this site.

The Final Report documenting the services will be prepared for the exclusive use of the Client. Champion Environmental may offer reliance to third parties subject to Champion Environmental standard terms, limitations and conditions.

Schedule, Notice to Proceed

This project can proceed upon receipt (by email) of this signed service agreement. This proposal will remain in effect for 30 days. *The parties agree via signatures below that initiation of services hereunder shall constitute agreement and acceptance of the terms presented in this proposal.*

Again, we appreciate the opportunity to provide this proposal. If you have any questions, please contact the undersigned at (512) 992-5383 or email wchampion@c-eci.com.

Sincerely,

Champion Environmental Consulting, Inc.



Wade Champion
Individual Asbestos Consultant
TDSHS License #10-5410

Agreed by

Printed Name/Title

Signature

Date



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

DATE: August 7, 2023
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider the proposal by Cactus Abatement & Demolition, LLC for asbestos management services for asbestos remediation and structure demolition of the Town building located at 1800 Timber Creek Road, in the amount of \$302,900.00, utilizing the TIPS USA Contract 22100201.**

BACKGROUND: On June 10, 2021, the Town purchased property from LISD located at 1800 Timber Creek Road and adjacent to the Town's existing Leonard Johns Park. The two parcels were purchased for use as an active park that could include consideration of other town uses. On June 21, 2021, Town Council approved demolition of two of the three buildings located on the property, including the old natatorium and smaller communications building. The large administration building was not demolished at the time in order to evaluate the viability and expense of renovating the building to meet recommendations in the Cultural Arts Feasibility Study.

On February 7, 2022, Town Council approved a feasibility study with OWT Architects to determine if the current building, located at 1800 Timber Creek Road, could be renovated into a Cultural Arts Center. Due to multiple factors including NFPA Fire Code compliance issues, energy code compliance issues, and structural movement of the building and foundation, it was determined that the cost of renovation per square foot would exceed the cost of new construction. Due to the findings, removal of the structure is recommended. Demolition will include removal of the building and associated flat work, asbestos abatement, and asbestos abatement monitoring required by state law.

Three vendors were solicited and invited to bid on the demolition of the administration building. Of the three vendors, Cactus Abatement & Demolition, LLC was the lowest qualified bidder and is a member of the Interlocal Purchasing System or (TIPS).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$302,900.00

Proposed Expenditure/(Revenue)
\$302,900.00

Account Number(s):
100-680-81000-6030

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 1800 Timber Creek Demo Proposal

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



WBE HUB DBE SBE

CACTUS ABATEMENT & DEMOLITION, LLC

211 James Street, Roanoke, TX 76262
Tel: 817.491.4791 Fax: 817.491.4793
office@cactusabatement.net

TIPS CONTRACT #22100201

June 16, 2023

To: Town of Flower Mound
Attn: Mr. Brian Waltenburg, P.E.
Brian.Waltenburg@flower-mound.com

REVISED PROPOSAL

Re: Asbestos Abatement & Demolition of Old LISD Admin, 1800 Timber Creek, Flower Mound, TX

Cactus Abatement & Demolition, LLC (Cactus) is pleased to submit to you the following price quote to perform asbestos remediation and Structure Demolition for the above referenced project. Cactus will observe local, state, and federal regulations/guidelines throughout the project including regulations/guidelines of the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), and the Texas Department of State Health Services (DSHS).

SCOPE OF WORK- ASBESTOS ABATEMENT

- Remove and store onsite for demo ceiling tile and grid necessary to access drywall above the ceiling.
- From the floor to the deck, remove and properly dispose of approximately 25,506 sf of drywall walls located on the 1st & 2nd floors in the North end of the building.
- Remove and properly dispose of approximately 1,152 sf of drywall ceilings located on the 1st & 2nd floor restrooms in the North end of the building.
- Remove and properly dispose of approximately 1,410 sf of exposed floor tile and mastic located on the 1st & 2nd floors in the North end of the building.
- Remove and properly dispose of approximately 8,575 sf of carpet and mastic located on the 1st & 2nd floors in the North end of the building.
- It is assumed there is 1 layer of drywall and flooring to be removed.
- Prepare and file State Department of State Health Services (DSHS) 10-day notification.
- Provide Waste Manifests and Close-Out Documents upon completing project.

Note: Asbestos abatement will include removal and proper disposal of all regulated amounts of asbestos as identified on the asbestos survey completed by Champion Environmental Consulting Dated July 27, 2022.

METHOD OF ASBESTOS REMOVAL

This proposal is based on performing the work per our standard asbestos remediation work procedures and will be done in full containment. We have not had the opportunity to review a Project Specification. If any alterations or deviation from the above scope of work involving extra cost of materials or labor is found in the specification provided by the owner, there could be an adjustment to the proposed price.

The owner/others shall remove sensitive equipment and all furnishings from the abatement areas prior to our arrival at the jobsite. Work area preparation will be performed in accordance with applicable regulations and as directed by consultant.

SCOPE OF WORK-DEMOLITION

- Demolition of one- and two-story building
- Demolition of foundations up to 8" in depth

- Removal of piers, footings or grade beams to a maximum of 3' below grade
- Removal of grade beams and footings up to 24" wide
- Removal of concrete drive up to 6" in depth
- Removal of sidewalk
- Removal of flag poles
- Removal of shrubs
- Salvage conex and deliver to 201 Spinks Road. City to unload conex at their yard.
- Salvage water meter and box. Deliver to the city. City to cap water line on city side of meter.
- Construction fence
- Silt fence
- Tree protection
- Seeding and watering
- Capping sewer at manhole
- Saw cutting
- Mobilization
- Supervision/Coordination
- Hauling & Legal disposal of demolition and concrete rubble materials
- Demolition includes removal and proper disposal of all building materials, identified during site visit and included in as-built drawings provided to contractor during project scoping
- Rough grade site for positive drain
- Obtain demo permits, Insurance and 10-day notification to the State Health Department Rough grade site for positive drain
- Obtain demo permits if required

EXCLUSIONS:

- Removal of base material under concrete drive
- Removal of asphalt and concrete pavement (Sidewalk, building flatwork and pavement along back of building will be removed)
- Removal of approaches
- Make safe (City of Flower Mound to have electric removed and gas capped at the main)
- Removal of basement and backfill
- Removal of any unforeseen underground materials or tanks
- Hazardous Materials – Lead Based Paints, Chemicals, Universal & Regulated Waste, Etc.
- Street/sidewalk closures, Traffic Control or Barricades
- Shoring/Temporary Bracing/Underpinning
- Any/All Salvage Work except what is listed in inclusions
- Temporary Dust Partitions
- Disconnect, reconnect, rerouting, protection, relocating & removal of any utilities either above ground including storm sewer and fire suppression systems
- Restoration of Building to Remain
- Well Abandonment
- Pre/Post – Condition Surveying
- Engineered Demolition Plan
- Layout of any sort
- Removal of transformers
- Tree removal, Tree survey

DURATION

- Asbestos Abatement will take approximately 30 to 33 work shifts working 40 hrs/wk. Building Demolition will take approximately 30 work shifts (weather permitting) working Monday-Friday with hours of 7 am – 5:30 pm

COMPENSATION

Asbestos Abatement Scope of Work.....	\$123,100.00
Demolition Scope of Work.....	<u>\$179,800.00</u>
TOTAL.....	<u>\$302,900.00</u>

BID QUALIFICATIONS

1. Owner to provide baseline, work area, clearance air testing, consulting fees, electric service to which we can connect temporary panels, and water service for asbestos abatement.
2. We cannot be held responsible for any salvaged items, damage to the building, remaining structures, or building system before, during, or after our work is complete due to lack of security.
3. Project to be done all in one mobilization/demobilization. If remobilization is necessary an additional mobilization will be charged. (Additional mobilizations \$3,500 per piece of demolition equipment)
4. Department of State Health Services Notification Fees are not included in this bid. The invoice will be sent to owner from DSHS.
5. Performance and Payment bond will be furnished by Cactus.
6. Price is based on Cactus receiving all salvaged rights including copper, steel, tin, aluminum, iron, etc.

CONDITIONS

- Normal working hours for the Asbestos Abatement portion of this project will be 7AM – 6:00PM Monday thru Thursday with no overtime. Normal working hours for the Demolition portion of this project will be 7AM – 5:30PM Monday thru Friday with no work on Saturday and no overtime. Working outside of standard hours or on weekends and holidays must be coordinated and approved by the owner/ client.
- All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA).
- Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for workers and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose.
- Work activities and installations are subject to in process inspections and completion inspections by the Client personnel.
- Owner of property will be properly protected from damage by construction activities.
- A Fire Hydrant Meter will be obtained from the City of Flower Mound and used for Dust Suppression.

This proposal is contingent upon a mutually agreed upon scope of work and the conditions of a contract. If required, any alteration and/or deviation from this bid involving a change in costs will be executed by written orders. Additions will become an extra charge over and above the bid proposal. All agreements are contingent upon strikes, accidents or delays beyond our control.

We appreciate the opportunity to submit this bid, and we look forward to the opportunity to demonstrate our professional asbestos abatement and demolition services. To proceed with the proposed work, please return one signed copy of this bid proposal so that we may commence preparations for this project. Your signature also serves as our notice to file the DSHS notification on your behalf if required, and to sign waste manifests on your behalf unless otherwise instructed in writing.



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

DATE: August 7, 2023
FROM: Robert Pegg, Assistant Director of Engineering
ITEM: **Consider approval of an ordinance vacating and abandoning of the existing 10-foot utility easement located along the south and west property lines of Lot 4, Woodridge Estates Subdivision. The property is generally located south of Cross Timbers Road (FM 1171) and west of Shiloh Road.**

BACKGROUND: The owners of this property are requesting the abandonment of the existing 10-foot utility easement to allow the construction of a retaining wall on their property.

The current owners of the lot will sign the Hold Harmless Agreement for this abandonment after Council approval. By signing the Hold Harmless Agreement, the owners agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers and employees from any loss, damage, liability or judgment, including reasonable attorney fees and costs, on account of any damage to property and injuries whatsoever to all persons which may arise as a result of the evacuation, closing and abandonment of the existing 10-foot utility easement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance
2. Hold Harmless
3. Quitclaim Deed
4. Survey

DRAFT MOTION: Move to approve an ordinance vacating and abandoning the existing 10-foot utility easement located along the north property line of Lot 4, Woodridge Estates Subdivision. The Woodridge Estates Subdivision is generally located south of Cross Timbers Road (1171) and west of Shiloh Road.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EXISTING 10-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN AND WESTERN PROPERTY LINES OF LOT 4, OF WOODRIDGE ESTATES SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS WHICH LOT IS MORE COMMONLY KNOWN AS 7015 WOODRIDGE DRIVE, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brian M. Larson and Mary Rose Larson are the sole and current owners (the "Larsons") of Lot 4 of Woodridge Estates Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, also known as 7015 Woodridge Drive (the "Property"); and

WHEREAS, the Town of Flower Mound ("Town") has determined that the existing 10-foot utility easement located along the south and west Property lines ("Utility Easement") is not needed for access to or maintenance of any public improvements in said easement; and

WHEREAS, the Larsons, have requested the Town to abandon all rights, title, and interest to the Utility Easement that burdens their Property; and

WHEREAS, in order to remove any question as to the continued interest of ownership of the Utility Easement, the Town desires to execute a quitclaim deed releasing all title, ownership, and control in the Utility Easement to the Larsons, owners of the title to the underlying property.

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

SECTION 2

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the existing Utility Easement as depicted and described in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 3

The Mayor of the Town, is hereby authorized and empowered to execute, on behalf of the Town, a quitclaim deed releasing to the owners of title to the Property, all claims to title, ownership, or control of the Utility Easement described in Section 1 of this Ordinance ("Quitclaim Deed").

SECTION 4

The Larsons have requested the vacation and abandonment of the existing Utility Easement described herein and shall immediately file with the Town Manager a fully executed Hold Harmless and Indemnity Agreement ("Agreement") on a form provided by the Town, which Agreement shall constitute a covenant which runs with the Property.

SECTION 5

The Town Secretary is directed to file an original of the Quitclaim Deed and the Agreement referred to in Section 3, in the Map and Plat Records and in the Deed Records of Denton County, Texas.

SECTION 6

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7

The fact that no present Ordinance of the Town of Flower Mound, Texas provides for the vacation and abandonment of the existing Utility Easement creates an urgency and emergency and in the preservation of the public health, safety, and welfare, requires that this Ordinance become effective from and after the date of its passage and it is accordingly ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF

FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 7TH DAY OF AUGUST, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TRMC, MMC,
TOWN SECRETARY

STATE OF TEXAS)
)
COUNTY OF DENTON)

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

Brian M. Larson and Mary Rose Larson are the sole and current owners (“Owners”) of that certain property described as Lot 4 of Woodridge Estates Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Volume 14, Page 30, Plat Records, Denton County, Texas, and also known as 7015 Woodridge Drive (the “Property”). The Owners have requested the Town of Flower Mound (“Town”) to abandon all rights, title, and interest to the existing 10-foot utility easement located along the south and west property lines, as depicted and described in Exhibit A of Ordinance No._____.

NOW, THEREFORE, for and in consideration of the Town vacating and abandoning all rights, title, and interest in and to the above described 10-foot utility easement , Owners do hereby agree to indemnify, hold harmless, and defend the Town, its agents, officers, and employees from any loss, damage, liability, or judgement, including reasonable attorney’s fees and costs, on account of any damage to property and injuries whatsoever to all persons, that may arise as a result of the vacation, closing, and abandonment of the above described utility easement.

It is agreed and understood that this Agreement shall be filed in the Map and Plat Records and in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this _____ day of August, 2023.

OWNERS:

Brian M. Larson

Mary Rose Larson

STATE OF TEXAS)
)
COUNTY OF DENTON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Brian M. Larson and Mary Rose Larson known to me to be the persons whose names are subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that they executed the same for the purposes and consideration therein expressed and that they have the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of August, 2023.

NOTARY PUBLIC, State of TEXAS

My Commission Expires:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the 10-foot utility easement which is located on property located at 7015 Woodridge Drive, Town of Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefitted by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the 7th day of August, 2023, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, BRIAN M. LARSON AND MARY ROSE LARSON own the underlying title to the hereinafter described property where the vacated and abandoned portion of a utility easement was located and desire a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon, and forever quitclaim unto BRIAN M. LARSON AND MARY ROSE LARSON, Grantees, and their heirs, successors, and assigns, all of Grantor's right, title, and interest, if any, in and to that portion of a utility easement described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD all of Grantor's right, title, and interest, if any, in and to the above-described vacated and abandoned portion of a utility easement unto the Grantees, and their heirs, successors, and assigns forever, so that neither Grantor nor its successors or assigns shall have, claim, or demand any right, title, or interest in or to the

vacated and abandoned portion of the utility easement and appurtenances or any part thereof.

EXECUTED this 7th day of August, 2023.

TOWN OF FLOWER MOUND

Derek France, MAYOR

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, _____, Notary Public, on this day personally appeared Derek France, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

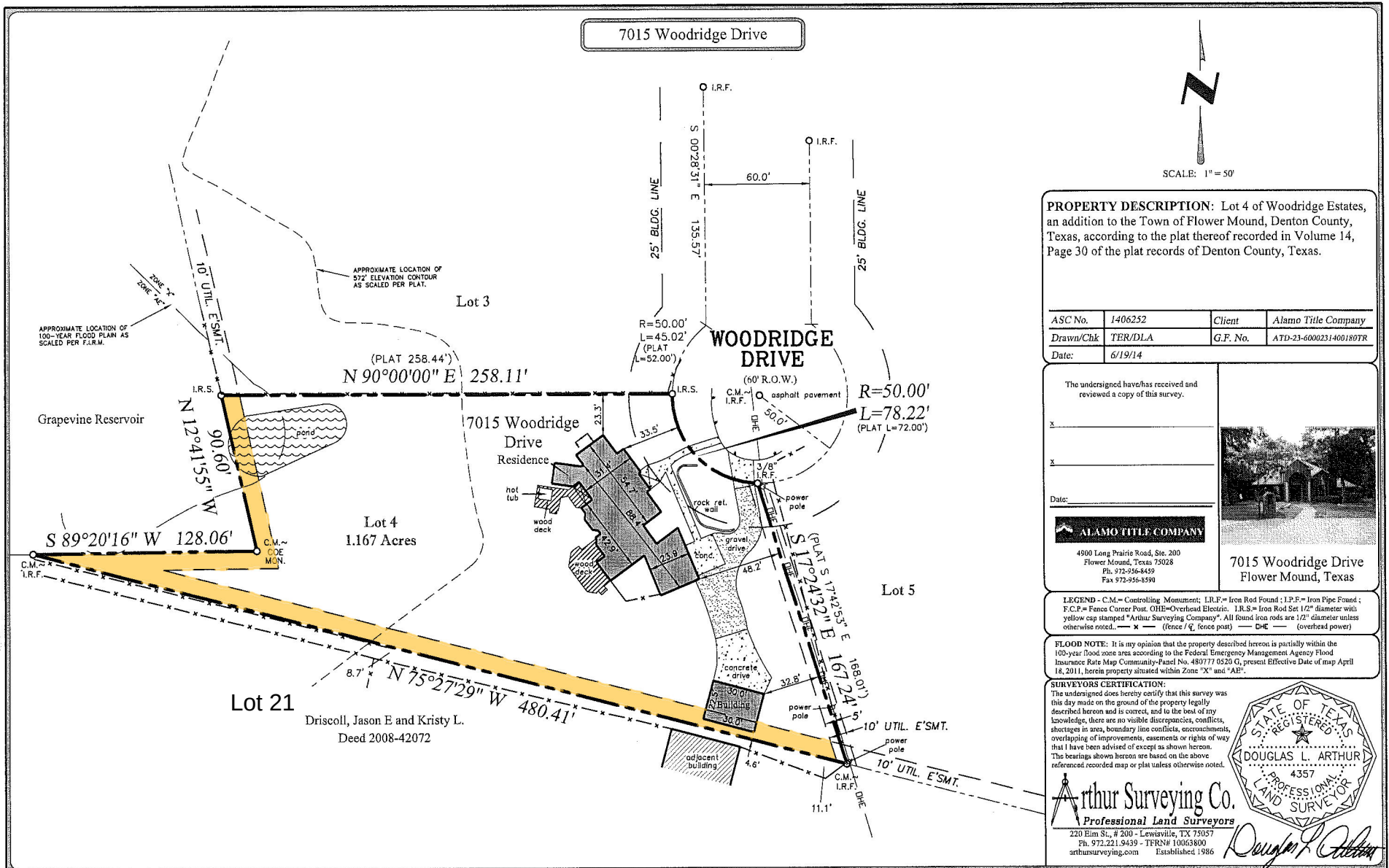
Given under my hand and seal of office this _____ day of _____, 2023.

NOTARY PUBLIC in and for the State of Texas

(Seal)



EXHIBIT A



Request to abandon the 10' UTIL. E'SMT. along Lot 4 as follows and highlighted:

- Between Lot 4 and Lot 21 to the south
- Between Lot 4 and USACE property for Grapevine Reservoir to the West

The easement along the property line between Lots 4 and 5 is in use and would remain intact in its entirety, including the portion overlapping the southern easement in the southeastern corner of Lot 4.



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

DATE: August 7, 2023
FROM: Dale Crown, Senior Project Engineer
ITEM: **Consider approval of a Professional Services Agreement with Plummer Associates, Inc., for the design phase services associated with the Lakeside Reuse Water Distribution System - Phase I project, in the amount of \$845,081.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On July 17, 2017, Council authorized the Professional Services Agreement for the development of the 2018 Lakeside Reuse System Master Plan. The 2018 Lakeside Reuse System Master Plan serves as a planning tool for the implementation of the system through a series of capital improvements. A phased implementation plan was developed for the reuse system to manage capital costs and maximize revenue from the reuse system.

The Lakeside Reuse Water Distribution System – Phase 1 design services provides for the preparation of construction plans, specifications, cost estimate data, and bid documents for the Reuse Pump Station and Ground Storage Tanks, as well as the Phase 1 Reuse waterlines. These are shown as two projects on the Town's five-year CIP plan. The project will consist of installing the transfer pump station, sodium hypochlorite feed system, high-pressure pump station, and the phase 1 distribution system of approximately 14,380 linear feet of pipe to connect the 26 irrigation meters along Spinks Road including the CAC, Gerault Park, Heritage Park, Hound Mound Dog Park, Flower Mound Service Center, and Bakersfield Park. The estimated construction cost for the Lakeside Reuse Water Distribution System - Phase I project is \$12,358,000.

The Lakeside Reuse Distribution System will eliminate the dependence on expensive purchased drinking water for irrigation in the Lakeside Business District. Instead, the system will allow for the Town to treat water from the wastewater treatment plant to a non-potable, safe and acceptable quality for irrigation in the district. At buildout it is estimated the Lakeside Reuse Distribution System can account for 6.56 MGD of the Town's Peak Day Demand. Phase 1 is estimated to provide 0.68 MGD of the Peak Day Demand. The Lakeside Reuse Distribution System Phase 1 project is a positive step towards sustainable water management and reduces the reliance on freshwater sources and wholesale water providers.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision to not approve the Professional Services Agreement would result in no wastewater reclamation system being installed and a continued reliance on the Town's water distribution system for irrigation within the Lakeside Business District area.

FISCAL IMPACT: \$845,081.00

Proposed Expenditure/(Revenue)

\$300,000.00

\$545,081.00

Account Number(s):

601-900-98809-6070

601-900-98807-6070

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

ATTACHMENTS:

1. Professional Service Agreement
2. Lakeside Reuse Phasing Exhibit
3. Form 1295 (For Internal Use)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PLUMMER ASSOCIATES, INC.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Plummer Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 1320 S. University Drive, Suite 300, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Lakeside Reuse Water Distribution System – Phase I project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Eight Hundred Forty Five Thousand Eighty One and No/100 Dollars (\$845,081.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

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

XIX.

Notice Information

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

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

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

Adrian Dongell, P.E.
Project Manager II
Plummer Associates, Inc.
1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
214-631-6100 Telephone
adongell@plummer.com Email

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Plummer Associates, Inc.

By: [Signature]
Name: JEFFREY E. CAFFEY
Title: PRINCIPAL

Date Signed: June 27, 2023

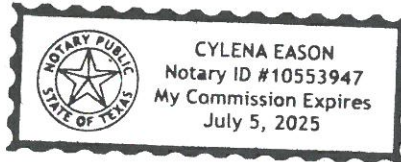
State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the 27 day of June, 2023, by Jeffrey E. Caffey in his capacity as Principal of Plummer Associates, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Authorized Representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 27 DAY OF June 2023.

Cylena Eason
Notary Public, State of Texas

My Commission Expires:
July 5, 2025



ATTACHMENT A
TOWN OF FLOWER MOUND
LAKESIDE REUSE WATER DISTRIBUTION SYSTEM – PHASE I
BASIC ENGINEERING SERVICES
SCOPE OF SERVICES

Prepare preliminary design and detailed design phase services for the Lakeside Reuse Water Distribution System – Phase I outlined in the Town of Flower Mound (TOWN) Lakeside Reuse Water Master Plan. The improvements for Phase I will include a transfer pump station, sodium hypochlorite fee system, temporary polyethylene storage tanks, a reuse pump station, and a reuse distribution system. Phase I improvements are based on the 2018 *Lakeside Reuse Water Master Plan* (Master Plan) prepared by Plummer Associates, Inc (ENGINEER).

The ENGINEER agrees to furnish the TOWN the following specific services:

BASIC ENGINEERING SERVICES

ENGINEER agrees to perform BASIC SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this AGREEMENT. The ENGINEER shall perform BASIC SERVICES necessary for the development of the PROJECT as follows:

A. PROJECT COORDINATION

1. Project Management
 - a. Provide project management for Activities A, B, and C. Project management shall include developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the TOWN on a regular basis.
 - b. ENGINEER shall coordinate design efforts on project tasks identified below.
 - c. ENGINEER shall prepare a common monthly invoice.
 - d. Deliverables
 - (1) Monthly Invoices
2. Kickoff Meeting and Meeting Preparation
 - a. ENGINEER shall prepare for and participate in a Project kick-off meeting for the Design. At the kick-off meeting ENGINEER shall confirm with the TOWN the scope of work, deliverables, schedule and administrative protocols.
 - b. ENGINEER shall prepare and present at the kickoff meeting the following:
 - (1) Consult with the TOWN to review the scope of services, to verify the TOWN's requirements for the project, and to review available data provided by the TOWN.
 - (2) Draft Project Management Plan including critical success factors.
 - (3) Project schedule.

- (4) ENGINEER shall prepare and distribute draft meeting notes for review within 7 business days of the kickoff meeting. After receipt of comments
 - c. Deliverables:
 - (1) Draft and Final Meeting Notes
 - (2) Project Management Plan
 - (3) Baseline Schedule
3. Design Coordination Meetings
- a. Progress Meetings – ENGINEER shall coordinate, prepare for, and conduct coordination meetings to review progress with the TOWN and the consultants working on the design. Meetings shall take place at the TOWN's office at the TOWN.
 - b. ENGINEER shall prepare an agenda for the meetings.
 - c. ENGINEER shall moderate the meetings.
 - d. ENGINEER shall prepare and distribute draft meeting notes for review within 7 business days of the progress meeting. After receipt of comments, the meeting notes shall be finalized and distributed to the TOWN and sub-consultants for record purposes.
 - e. Up to five (5) progress meetings shall be held during the design phase; the budgeted meetings are in addition to the kickoff meeting. The meetings will either be one of the meetings defined below or will be a general progress meeting. The progress meeting will include:
 - (1) Three progress meetings.
 - (2) Two in-person review meetings will be held with the TOWN staff at 30% and 70% completion milestones.
 - f. Deliverables
 - (1) Draft and Final Meeting Notes

B. PRELIMINARY DESIGN

1. Data Collection
- a. TOWN shall identify landowner's contact information for those parcels impacted by the selected alignment and request Right-of-Entry (ROE) by letter to facilitate inspection of the alignment by the ENGINEER, survey, subsurface utility engineering (SUE) locates, and collection of geotechnical samples.
 - b. ROE for non-responsive or refusal parcels shall be obtained by the TOWN.
 - c. The TOWN will provide to the ENGINEER all hard copies and digital information related to the project at or near the time of the project kickoff meeting. Data includes existing record drawings for TOWN-owned utilizes within the project area, available AutoCAD files (DWG format) associated with the design, and records for the existing irrigation meters.
 - d. Existing sanitary sewer record drawings and flow rates for use in evaluating the flushing discharge location identified in the 2018 Master Plan. Review of additional flushing locations is considered an Additional Service.
 - e. A site visit with the TOWN to review the potential pipeline routes, tank locations, and existing irrigation meters. TOWN to confirm location and

number of existing meter connections for the Reuse System. It is understood that the design will include connection to up to 26 existing irrigation meters based on the 2018 Master Plan.

- f. Conduct and process of topographic survey data as specified in SPECIAL SERVICES of the pipeline distribution system and yard piping.
- g. Review of geotechnical activities as specified in SPECIAL SERVICES.

2. Pipeline Distribution System Alignment Review

- a. The distribution system pipeline alignments will be identified. The alignments will be primarily located parallel to existing roads and on Town property where feasible. Determination of the alignments will be accomplished using aerial NCTCOG photos, assessment of property ownership based on information available from the Denton County Tax Appraisal District utility maps, and on the ground investigation. A map with the proposed pipeline alignments will be prepared and provided to the TOWN for review and concurrence. The alignment will be reviewed with the TOWN at one of the regularly scheduled meetings. Upon approval of the routing by the TOWN, topographic survey will begin for design.

3. Preliminary Design (30%)

- a. Based on the 2018 Master Plan, it is understood that Phase I includes a transfer pump station, (3) temporary 10,000-gallon ground storage tanks, a high service pump station, sodium hypochlorite feed system, and reuse pipe distribution to connect to 26 existing irrigation meters. The preliminary design will include the following incorporated into the 30% level drawings (no report to be provided):
 - (1) Recommendations for monitoring and controlling the pump station.
 - (2) Recommendations for providing power to the pump station.
 - (3) Recommended number and sizing of the pumps.
 - (4) A sodium hypochlorite feed system with a canopy to cover the system.
 - (5) Recommended configuration and placement of the pump station and temporary tanks.
 - (6) Recommended controls and sizing of equipment for sodium hypochlorite feed system utilizing P&IDs.
 - (7) Recommended controls and valves for the reuse system.
 - (8) Reuse distribution system flushing recommendations. Design will include blowoffs to the Town's existing sanitary sewer system as described in the 2018 Master Plan. Flow capacity of sanitary sewer system for 1 flushing location. This includes the calculations of full pipe flow, based on drawings provided by the Town, and current flow capacity based on flow data from the Town, if available.
 - (9) Reuse distribution pipeline system configuration and connection to the existing 26 irrigation meters as referenced in the 2018 Master Plan.
 - (10) Hydraulic modeling for Phase I improvements to evaluate the distribution system based on changing conditions since the 2018 Master Plan (refer to pipe sizes in Part C.7.e).
 - (11) Develop 30% plans and specifications table of contents for the proposed

project. The 30% plans shall include the proposed distribution system plan and plan and profile drawings at 1-inch equals 30 feet scale horizontally and 1-inch equals four feet vertical on 22-inch x 34-inch paper size (half size plans will have one-inch equals 60 feet horizontal scale). Profile information shall be limited to surveyed top of ground only and a draft line reflecting approximate planned top of pipe (depth of burial). Proposed temporary tank and site plan will be 20 feet scale horizontally.

(12) Provide an opinion of probable construction cost of the Phase I Project for budget purposes. The ENGINEER's projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The ENGINEER does not warrant the accuracy of the opinion of probable construction cost.

(13) Participate in a 30% design review meeting with TOWN's personnel under Activity A.

b. Deliverables

- (1) 30% Plans (Furnish up to four (4) half-size sets of the TM to the TOWN and electronic PDF format.)
- (2) 30% Specifications Table of Contents
- (3) 30% Level OPCC

C. DETAILED DESIGN

1. Prepare detailed plans, technical specifications, contract documents of improvements to be constructed for the Lakeside Reuse System Phase 1 to be bid as a single construction project.
2. Furnish the TOWN, when requested, the engineering data necessary for TOWN'S submittal of applications for routine permits required by local, state, and federal authorities. Preparation of detailed applications and supporting documents for government grants or loans, site specific 404 permits, stormwater permits, or environmental and/or archeological surveys will be provided as SPECIAL SERVICES, if required.
3. Submit plans, specifications, and contract documents to the applicable TCEQ for approval, where required.
4. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the PROJECT.
5. Meet with the TOWN approximately 7 days following delivery of review documents to collect comments. ENGINEER will provide a written response to TOWN comments and will modify documents incorporating required changes. Review meetings will occur in concert with a monthly progress meeting.

6. Provide updated opinions of probable construction cost for budget purposes at approximately 70% and 100% complete milestones and prepare a final opinion of probable construction cost. The ENGINEER'S projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The ENGINEER does not warrant the accuracy of the opinion of probable construction cost.
7. Provide detailed design services for the development of 70% and 100% (final) plans and specifications for the following items:
 - a. A transfer pump station with two vertical propeller pumps,
 - b. A temporary water storage facility with three 10,000-gallon tanks,
 - c. A sodium hypochlorite feed system,
 - d. A high-pressure pump station,
 - e. The distribution pipelines for Phase I consisting of approximately 14,380 linear feet of pipe inclusive of the following (per the 2018 Master Plan):
 - (1) 6-inch – 2,560 LF,
 - (2) 8-inch – 5,680 LF,
 - (3) 24-inch – 3,510 LF,
 - (4) 30-inch – 2,290 LF,
 - f. Connection to the existing 26 irrigation meters with small diameter lines (~2,400 LF of <4-inch) along the distribution route. Profiles will not be developed for the small diameter lines (<4-inch).
 - g. Provide electrical, instrumentation, and SCADA system improvements associated with the facilities listed above for Phase I.
 - h. Automatic flushing device, solar panel, connection to sanitary sewer system, up to 900 LF of pipe for the 1 flushing location.
8. The construction plans at a minimum shall include:
 - a. Design sheets shall show the following: proposed plan/profile and recommended pipe size, valves, isolation valves, pump station, electrical, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on plan view.
 - b. The ENGINEER shall prepare standard and special detail sheets for the interceptor.
 - c. Design shall include aerial crossings and road bores as needed.
 - d. Division of the recommended improvements into more than one (1) bid package shall be provided as an ADDITIONAL SERVICE.
9. Deliverables
 - a. Furnish up to five (5) sets of plans (half size), specifications, and contract documents at each progress meeting.
 - b. The 70% Design Review shall each include the full set of draft specifications and a set of the drawings;

SPECIAL SERVICES

Special Services incidental to the Project, but not included within the scope of Basic Services covered above, which may be performed or arranged for separately by the OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization, include, but are not necessarily limited to the following:

Task 1 – Topographic Survey

1. Utility coordination. Prior to commencing any topographic fieldwork, surveyor will coordinate, collect and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to Texas 811.
2. Right-of-Way and Property. Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable.
3. Survey will horizontally and vertically identify surface features; drainage features; building locations; fences/retaining walls; roadways; railways; and city, county and franchise utilities (as provided by Texas 811 utility locate request) within the project area to the following limits:
 - (1) Approximately 14,380 LF of pipeline alignment mapping to support the design of pipeline improvements.
 - (2) Proposed temporary tank pad location (1 acre).
 - (3) Alignment swaths shall be approximately 100 feet wide centered on the centerline of the pipeline alignment corridor.
 - (4) Rim elevation, bench elevation, flow line of all incoming pipes, and approximate pipe size for all manholes identified by ENGINEER.
 - (5) Set control points every 500 linear feet.
4. Methods and precision. Survey coordinates will be reported on the Texas State Plane Coordinate System, NAD83 (+/- 0.01 feet) with vertical coordinates reported in the NAVD 88 Vertical System (+/- 0.01 feet). Horizontal and vertical control will be set using post-processed GPS static methods. Data will be collected using RTK GPS and robotic total stations for the majority of the survey. Laser scanning methods will be used at state highway and railroad crossings for safety reasons.
5. All survey data collected will also be submitted in GIS format per project spatial data management and procedures with appropriate ground to grid conversion.
6. Survey location of all geotechnical borings.
7. At creek crossings, provide survey to show grade of side-slope from top of bank to flowline of the creek.
8. Surveyor will research boundaries, subdivision plats, rights-of-way (ROW) and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers will be identified and labeled in the survey submittal. Research will include public record resources, including but limited to: county records; TxDOT records; franchise utility records (gas, telephone,

electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.

9. Tree survey is considered an Additional Service.
10. Preparation of metes and bounds description of permanent and temporary construction easements, with accompanying exhibits, will be performed under Additional Services.
11. Deliverables:
 - (1) CAD Format: AutoCAD Civil3D 2018 format CAD files
 - (2) Project Scale: 20 scale
 - (3) Base Map: An electronic base map at 1:1 scale (base unit US Survey Foot) containing pertinent topographic field data will be prepared.
 - (4) PAI CAD Drafting Standards including layers and styles to be used.
 - (5) Text will be oriented with North being true reading West to East.
 - (6) The base map shall be in AutoCAD DWG format.
 - (7) DTM generated contours shall have one foot minor and five-foot major intervals
 - (8) XML surface file, defining the AutoCAD Civil 3D surface.

Task 2 – Geotechnical Investigation

1. Geotechnical investigation will occur on parcels where ROE has been obtained at the selected sites. Soil borings will be advanced in selected locations based on surface conditions, pre-existing geotechnical data and other factors. When possible, soil borings will be placed on public ROW. Samples will be acquired, and laboratory tests will be conducted to provide engineering data necessary for the design. Laboratory tests for each sample collected are anticipated to include:
 - (1) Dry, saturated, buoyant and total unit weight
 - (2) Cohesion
 - (3) Particle size and gradation
 - (4) Atterburg's limits
 - (5) Unified Soil Classification
 - (6) Internal soil friction angle
 - (7) Void ratio
 - (8) Elastic modulus
 - (9) Resistivity
 - (10) pH
 - (11) oxidation-reduction potential
 - (12) sulfides
 - (13) moisture content
2. The geotechnical budget allowance is based on 13 soil borings up to 15 feet total depth (TD) and 3 soil borings up to 35 feet TD each. The borings will be backfilled using cuttings and bentonite chips. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor.

3. Deliverables:

- (1) Certified Laboratory Report Copies
- (2) Draft Geotechnical Report in PDF
- (3) Final Geotechnical Report in PDF and two (2) copies.

ADDITIONAL SERVICES

Additional services to be performed by the ENGINEER, if authorized by the TOWN, which are not included in the above-described Basic Engineering Services, are described as follows:

1. Providing shop, mill, field or laboratory inspection of materials and equipment.
2. Assisting the TOWN in claims disputes with Contractor(s).
3. Sampling, testing or analysis beyond that specifically included in Basic Services.
4. Preparing copies of Computer-Aided Drafting (CAD) electronic databases, drawings, or files for the TOWN's use in a future CAD system.
5. Attending additional meetings as requested by TOWN.
6. Providing arrangements for all subsurface investigations, including but not limited to geotechnical borings, test pits, soil resistivity surveys, and other subsurface explorations beyond what is specifically included in basic services, and the TOWN making or arranging to have made the interpretations of data and reports resulting from such investigations.
7. Providing architectural or landscape design.
8. Assisting TOWN or Contractor in the defense of prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. ENGINEER shall furnish such services, if any, on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
9. Easement acquisition assistance or aid in acquiring property in fee, including in house labor by the Engineer, subconsultant services, metes and bounds descriptions, or property appraisals.
10. Attending additional meetings, including public meetings, as requested by TOWN.
11. Providing additional copies of plans and specifications or providing services for more than one construction project.
12. Providing arrangements all subsurface investigations, including but not limited to geotechnical borings, test pits, soil resistivity surveys, and other subsurface explorations beyond what is specifically included in basic services, and the TOWN making or arranging to have made the interpretations of data and reports resulting from such investigations.

13. USACE Permit Application Preparation, SWPPP, Traffic Control Plans, Parks and Wildlife Permit (Chapter 26), Subsurface Utility Engineering, and/or floodplain permit.
14. Cultural Resource Survey performed by an architectural historian, if needed, would be an ADDITIONAL SERVICE.
15. Finding human remains during the cultural resource survey is not covered and coordination with law enforcement will be an ADDITIONAL SERVICE.
16. Subsurface Utility Engineering (SUE).
17. Corrosion Engineering.
18. Providing architectural or landscape design.
19. Design of discharge or storage ponds.
20. Factory witness testing of pumps.
21. Town of Flower Mound Tree Permit Application
22. Tress survey and tree inventory of caliper size (DBH) and species by a Certified Arborist.
23. Bid phase services.
24. Revisions to the plans, specifications, or bid proposal made after approval of the final documents by the TOWN.
25. Any additional services that may be required by the TOWN for completion of the project that are not included in the Basic or Special Services
26. Environmental permitting including Aquatic Resources Delineation Report and documentation under Section 404 of the Clean Water Act, threatened or endangered species, and/or critical habitat survey/documentation.

TIME OF COMPLETION

Upon receipt of a notice to proceed, Plummer Associates anticipates the following completion schedule for each of the project tasks. It is anticipated the Town will have two weeks to review submittals prior to the date review meetings are scheduled.

Task

1. Start-up meeting:
2. Submit 30% Review Documents:
3. 70% Review Documents
5. 100% Bid Documents

Calendar Days

- Within 14 days of Notice to Proceed.
Within 150 days of Start-up meeting.
Within 120 days of 30% Review Meeting.
Within 45 days of 90% Review Meeting.

END OF DOCUMENT

ATTACHMENT B

COMPENSATION

1. Basic Services of Engineer

Owner shall pay Engineer for Basic Services of Engineer rendered for “Scope of Services” as provided in this agreement. Fees shall be paid per Section III of the Professional Services Agreement.

Compensation for BASIC ENGINEERING SERVICES shall be paid by the OWNER to the ENGINEER as identified in Activity A through D above for the following lump sum amount.

Activity	Task Description	Fee Ceiling	Payment Terms
BASIC SERVICES			Lump Sum
Activity A	Project Coordination	\$79,643	
Activity B	Preliminary Design	\$195,693	
Activity C	Detailed Design	\$448,845	
SUBTOTAL BASIC SERVICES		\$724,181	
SPECIAL SERVICES			Not to Exceed (Time and Materials)
Task 1	Topographic Survey	\$86,400	
Task 2	Geotechnical Engineering	\$34,500	
SUBTOTAL SPECIAL SERVICES		\$120,900	
ADDITIONAL SERVICES		NA	
TOTAL FEE		\$845,081	

Cost reimbursable compensation for SPECIAL SERVICES shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table B -1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Services of Engineer, shall be paid at invoice or internal office cost plus a **fifteen percent (15%)** service charge. Subcontract expenses shall be paid at direct cost plus a **fifteen percent (15%)** service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

2. Additional Services of Engineer

Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table B -1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a **fifteen percent (15%)** service charge. Subcontract expenses shall be paid at direct cost plus a **fifteen percent (15%)** service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

3. Definitions

Direct Labor Cost: Salaries and wages paid to Engineer's personnel engaged directly on the Project, but do not include indirect costs, insurance costs, fringe benefits, overhead or profit. Direct Labor Cost is subject to annual calendar year adjustments.

Hourly Labor Rates: Direct Labor Cost plus a percentage applied to all such wages or salaries to cover payroll taxes, insurance premiums, benefits and all other overhead or profit.

Direct Expenses: All expenses incurred directly by the Engineer. These may include transportation costs, travel, meals, lodging, laboratory testing and analyses, telecommunication, computer services, document reproduction and processing, all direct expenses associated with outside consultants, and any other direct expense incurred by the Engineer.

ATTACHMENT C
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2023

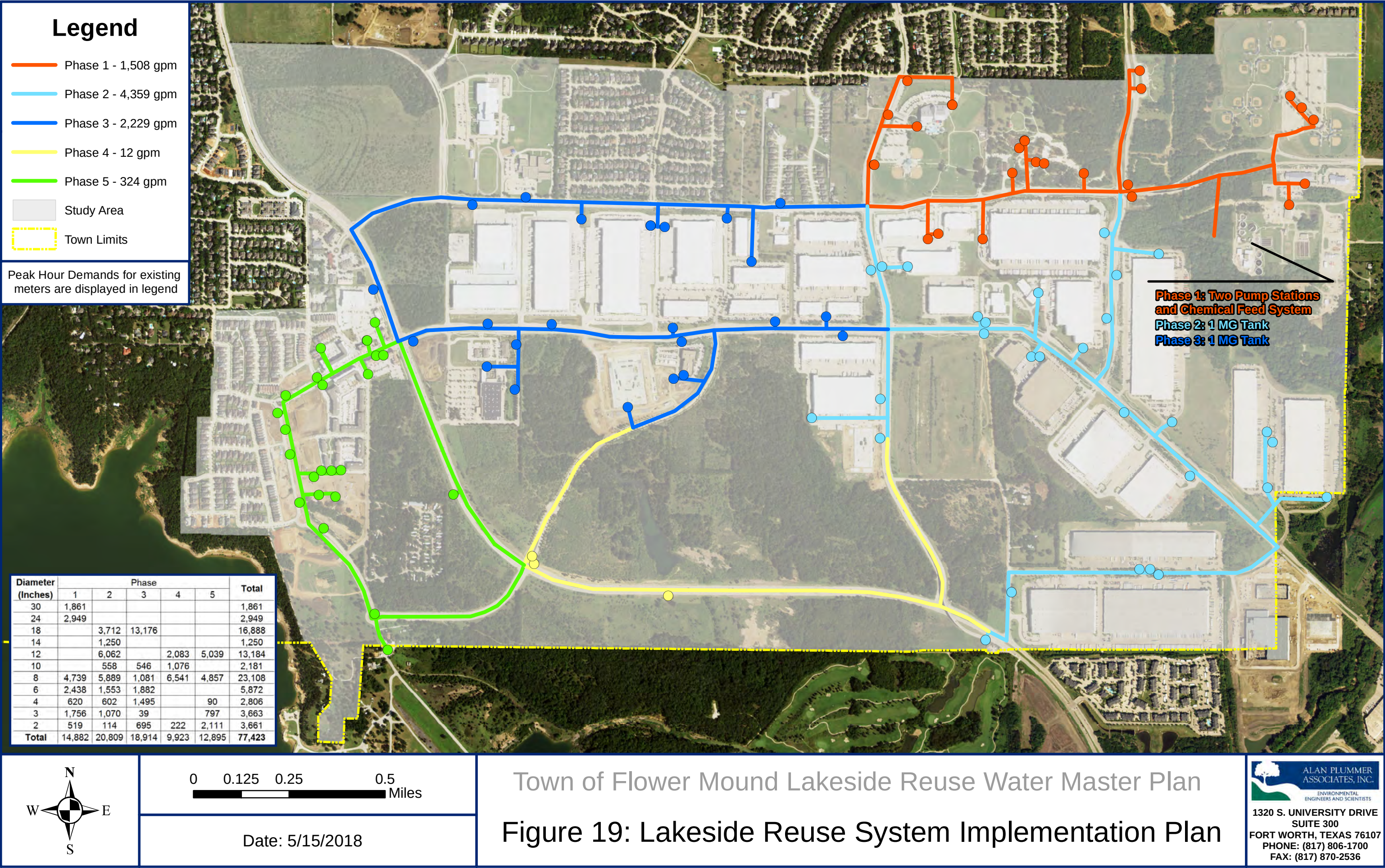
Staff Description	Staff Code	2023 Rate
Admin Staff	A1 – A2	\$95.00
Admin Staff III	A3	\$110.00
Senior Admin Staff	A4	\$115.00
Designer/Technician	C1	\$115.00
Designer/Technician	C2	\$120.00
Designer/Technician III	C3	\$135.00
Senior Designer/Technician	C4	\$150.00
Construction Manager in Training (CMIT)	CM1	\$120.00
Construction Manager in Training II	CM2	\$140.00
Construction Manager in Training III	CM3	\$150.00
Construction Manager IV	CM4	\$175.00
Construction Manager V	CM5	\$190.00
Construction Manager	CM6	\$245.00
Senior Construction Manager	CM7	\$275.00
Principal Construction Manager	CM8	\$310.00
Resident Project Rep. I	RR1	\$95.00
Resident Project Rep. II	RR2	\$120.00
Resident Project Rep. III	RR3	\$145.00
Lead Resident Project Rep.	RR4	\$155.00
Field Tech I	LS1	\$95.00
Field Tech II	LS2	\$110.00
Survey Specialist I	LS3	\$120.00
Survey Specialist II	LS4	\$130.00
Survey Analyst	LS5	\$150.00
Chief of Parties	LS6	\$165.00
Engineer/Scientist Intern	ES0	\$75.00
Engineer-in-Training/Scientist-in-Training	ES1	\$130.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$140.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$160.00
Project Engineer/Scientist	ES4	\$175.00
Senior Project Engineer/Scientist	ES5	\$190.00
Project Manager	ES6	\$245.00
Senior Project Manager	ES7	\$275.00
Principal I	ES8	\$310.00
Principal II	ES9	\$360.00

Staff Description	Staff Code	2023 Rate
Electrical Engineer in Training I	EE1	\$135.00
Electrical Engineer in Training II	EE2	\$145.00
Electrical Engineer in Training III	EE3	\$170.00
Electrical Specialist	EE4	\$200.00
Programmer	EE5	\$230.00
Programmer II	EE6	\$250.00
Senior Electrical Engineer	EE7	\$325.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.





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

DATE: August 7, 2023
FROM: Tammy Wilson, Chief Financial Officer
ITEM: **Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2023, and ending September 30, 2024.**

BACKGROUND: Ad valorem tax collection revenue is divided between the General Fund (for operation and maintenance), the Debt Service Fund (for payment of principal and interest on debt obligations), and the Tax Increment Reinvestment Zone (TIRZ) Fund. The Town's current rate of collection of ad valorem taxes is expected to meet or exceed 100 percent.

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2023-2024 fiscal year, which is one of the steps required by state law to establish the 2023-2024 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws have two purposes: 1) to make taxpayers aware of tax rate proposals; and 2) to allow taxpayers, in certain cases, to limit a tax increase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



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

DATE: August 7, 2023
FROM: Tammy Wilson, Chief Financial Officer
ITEM: Consider approval of an ordinance establishing the 2023 certified appraisal roll.

BACKGROUND: Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2023.

There are three main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) set the value of the property in our Town's limits each year. Second, the Appraisal Review Boards (ARB) settle any disagreements between the taxpayers and the DCAD or the TAD about the value of any property under protest. Third, the Town decides how much money it will need to spend to provide services to taxpayers. This determines the total amount of taxes that will need to be collected.

The preliminary appraisal was provided by the DCAD and the TAD in mid May and the certified appraisal roll was provided in late July by DCAD and TAD.

The Chief Appraisers certify the appraisal rolls that allows the Town to calculate and submit the no-new-revenue and voter-approval tax rates.

The total taxable value on the 2023 appraisal roll including estimated values under protest is \$15,918,888,974. Once the tax rate is approved, the Town will be able to calculate its 2023 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately \$1,639,374,893 of the 2023 appraisal roll is the incremental difference between the 2005 and 2023 appraised value of properties in the TIRZ.

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. Ordinance est 2023 certified roll

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2023 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Flower Mound, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and TAD to calculate the tax rate and voter-approval tax rate applicable to taxable property in the Town; and

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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

SECTION 1

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

SECTION 2

The Town Council hereby approves the 2023 appraisal roll of the Town, in the amount of \$15,918,888,974 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

SECTION 3

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 4

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL
OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____,
ON THIS 7th DAY OF AUGUST, 2023.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: August 7, 2023
FROM: Tammy Wilson, Chief Financial Officer
ITEM: **Consider accepting the submission of the notice of a no-new-revenue tax rate of \$0.359022 per \$100 assessed valuation and a voter-approval tax rate of \$0.387327 per \$100 assessed valuation for the fiscal year beginning October 1, 2023, and ending September 30, 2024.**

BACKGROUND: State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their no-new-revenue and voter-approval tax rates and the notice-and-hearing limit for the upcoming fiscal year. The no-new-revenue tax rate allows the public to evaluate the relationship between taxes for the current fiscal year and the upcoming fiscal year. This rate will produce the same amount of tax revenue if applied to the same properties in both years. The voter-approval rate is the highest tax rate the Town can set before an election is required.

All taxing units that levied property taxes in 2022 and intend to levy them in 2023 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 103.5 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate.

State law also requires municipalities to publish the no-new-revenue and voter-approval tax rates, and to hold a public hearing on the proposed tax rates if a tax rate exceeds the no-new-revenue tax rate.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



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

DATE: August 7, 2023

FROM: Tammy Wilson, Chief Financial Officer

ITEM: Consider proposing a maximum tax rate of \$0.387327 per \$100 valuation for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and scheduling August 21, 2023, public hearing on the budget, scheduling September 18, 2023, public hearing on the tax rate, and scheduling the September 18, 2023, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

BACKGROUND: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to limit a tax increase. The Town Council must take a record vote on the maximum tax rate to be considered for the upcoming fiscal year. The adopted tax rate may not exceed this maximum rate.

The Town is required to hold a public hearing on the tax rate and publish a notice in the newspaper, on TV, and website before adopting a tax rate that exceeds \$0.359022 the no-new-revenue tax rate.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law. This public hearing is in addition to the tax rate public hearing required by the State Property Tax Code.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$(60,710,145) based on certified roll at collection rate of 99.5%

Proposed Expenditure/(Revenue)

\$(49,493,065)

(5,534,970)

(5,682,110)

Account Number(s):

100-4105 Property Taxes

110-4105 Property Taxes

308-4105 Property Taxes

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



TOWN COUNCIL AGENDA J.12. CONSENT ITEM(S)

DATE: August 7, 2023

FROM: Tammy Wilson, Chief Financial Officer

ITEM: **Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 21, 2023, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2023, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.**

BACKGROUND: The purpose of this agenda item is to schedule the August 21, 2023, public hearing on the Town of Flower Mound Crime Control and Prevention District (Crime District) budget and schedule the September 18, 2023, adoption of the FY 2023-2024 Crime District budget.

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

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



TOWN COUNCIL AGENDA J.13. CONSENT ITEM(S)

DATE: August 7, 2023
FROM: Tammy Wilson, Chief Financial Officer
ITEM: **Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2023, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2023, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.**

BACKGROUND: The purpose of this agenda item is to schedule the August 21, 2023, public hearing on the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) budget and schedule the September 18, 2023, adoption of the FY 2023-2024 Fire District budget.

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

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



TOWN COUNCIL AGENDA J.14. CONSENT ITEM(S)

DATE: August 7, 2023

FROM: Tammy Wilson, Chief Financial Officer

ITEM: **Consider approval of an ordinance adopting the 2023-2024 annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.**

BACKGROUND: The Riverwalk Public Improvement District No. 1 (PID) was created on April 19, 2013, to finance certain improvement projects for the benefit of the property in the PID. A service and assessment plan (SAP) was prepared when the PID was created and pursuant to Chapter 372, Texas Local Government Code, must be reviewed and updated annually. The Town also adopted an assessment roll that identifies the assessment on each parcel within the PID. The annual update to the SAP also updates the Assessment Roll.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

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. Ordinance
2. Riverwalk PID-Annual SAP Update

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

WHEREAS, on August 19, 2013, the Town Council of the Town of Flower Mound, Texas ("TOWN") approved Ordinance No. 20-13 establishing the Riverwalk Public Improvement District No. 1 ("the PID") in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Public Improvement District Assessment Act" or "the PID Act"); and

WHEREAS, the Town has heretofore levied assessments against property within the PID, pursuant to Ordinance No. 27-14 which ordinance also approved the Riverwalk Public Improvement District No. 1 Service and Assessment Plan and Assessment Roll, dated as of May 15, 2014 (the "Service and Assessment Plan and Assessment Roll"); and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act (the "Annual Service Plan Update"); and

WHEREAS, the Annual Service Plan Update, attached hereto as Exhibit A, including the Assessment Roll attached thereto, update the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for the PID that occur during the year, if any; and

WHEREAS, the Town Council desires and finds it to be in the public interest to adopt this Ordinance approving and adopting the Annual Service Plan Update and the updated Assessment Roll attached thereto, in compliance with the PID Act.

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

SECTION 1

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

SECTION 2

The Riverwalk Public Improvement District No. 1 Annual Service Plan Update, attached hereto as "Attachment 1" and incorporated herein by reference, inclusive of the updated

ORDINANCE NO. _____

Assessment Roll contained therein and made a part thereof, are hereby accepted and approved.

SECTION 3

The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION 4

Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 4

This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law and charter in such case provide. The Town Secretary shall cause this Ordinance to be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the Town approves this Annual Service Plan Update.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 7th DAY OF AUGUST, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**RIVERWALK
PUBLIC IMPROVEMENT DISTRICT NO. 1**

TOWN OF FLOWER MOUND, TEXAS

**ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/23 - 8/31/24)**

**AS APPROVED BY TOWN COUNCIL ON:
AUGUST 7, 2023**

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

RIVERWALK PUBLIC IMPROVEMENT DISTRICT No. 1

ANNUAL SERVICE PLAN UPDATE (ASSESSMENT YEAR 9/1/23 – 8/31/24)

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I. INTRODUCTION

The Riverwalk Public Improvement District No. 1 (the “PID”) was created pursuant to the PID Act and a resolution of the Town Council on April 19, 2013 to finance certain public improvement projects for the benefit of the property in the PID. The Town of Flower Mound, Texas Special Assessment Revenue Bonds, Series 2014 (Riverwalk Public Improvement District No. 1) (the “Series 2014 Bonds”) in the aggregate principal amount of \$16,000,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. The Town of Flower Mound, Texas Special Assessment Revenue Refunding Bonds, Series 2021 (Riverwalk Public Improvement District No. 1) (the “Series 2021 Refunding Bonds”) in the aggregate principal amount of \$14,635,000 were issued to refinance the Series 2014 Bonds.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the Town identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The Service and Assessment Plan was updated for the Series Refunding 2021 Bonds on February 9, 2021 (the “Updated Service and Assessment Plan”). Pursuant to Chapter 372, Texas Local Government Code, the Updated Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Updated Service and Assessment Plan for 2023-24 (the “Annual Service Plan Update”).

The Town also adopted an assessment roll (the “Assessment Roll”) identifying the Assessments on each Parcel within the PID, based on the method of assessment identified in the Updated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2023-24.

Effective September 1, 2021, the Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through Town ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the “PID Assessment Notice”) as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix E and a copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the Town approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situations described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchase before the execution of a binding contract of purchase and sale, either separately or as an addendum or

paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller providing the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Updated Service and Assessment Plan as updated from time to time.

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

According to the Developer's Quarterly Improvement Implementation Report dated as of December 30, 2020, the actual costs of the Authorized Improvements were equal to \$12,910,000.

As described in the Developer's Quarterly Improvement Implementation Report dated as of December 30, 2020, the Authorized Improvements were accepted by the Town on December 8, 2020.

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to (1) construct the Authorized Improvements, (2) establish the PID, and (3) issue the Series 2014 Bonds.

For additional PID development-related information, refer to the link below:

<https://emma.msrb.org/P11616629-P11246324-P11670397.pdf>

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Table II-A-1
Sources and Uses of Funds

Sources of Funds	Final Budget	Actual Costs ¹	Variance
Bond par amount	\$16,000,000	\$16,000,000	\$0
Other funding sources	\$0	\$0	\$0
Total Sources	\$16,000,000	\$16,000,000	\$0
Uses of Funds			
Authorized Improvements			
Road improvements	\$7,210,000	\$7,210,000	\$0
Water distribution system improvements	\$1,190,000	\$1,190,000	\$0
Sanitary sewer improvements	\$830,000	\$830,000	\$0
Storm drainage improvements	\$2,065,000	\$2,065,000	\$0
Miscellaneous	\$1,615,000	\$1,615,000	\$0
<i>Subtotal</i>	<i>\$12,910,000</i>	<i>\$12,910,000</i>	<i>\$0</i>
Bond issuance costs	\$3,090,000	\$3,090,000	\$0
Total Uses	\$16,000,000	\$16,000,000	\$0

1 – According to the Developer’s Quarterly Improvement Implementation Report dated as of December 31, 2020.

Authorized Improvement Cost Variances

As stated in Table II-A-1 above, there are no significant variances to be reported at this time.

B. FIVE YEAR SERVICE PLAN

According to the PID Act, a service plan must cover a period of five years.

For additional PID development and improvement related information, refer to the link provided in Section II.A. of this report.

The actual budget for the Authorized Improvements is shown in Section II.A of this report and the Annual Installments expected to be collected for these costs are shown by Table II-B-1 on the following page.

Table II-B-1
Projected Annual Installments (2014-2029)

Assessment Year ending 09/01	Annual Projected Cost	Annual Projected Indebtedness	Sources other than Bonds	Projected Annual Installments^{1,2}
2014-2023	\$16,000,000	\$14,635,000	\$0	\$11,305,221
2024	\$0	\$0	\$0	\$1,007,944
2025	\$0	\$0	\$0	\$1,003,694
2026	\$0	\$0	\$0	\$1,001,178
2027	\$0	\$0	\$0	\$1,003,415
2028	\$0	\$0	\$0	\$1,001,960
2029	\$0	\$0	\$0	\$1,005,033
Total	\$16,000,000	\$14,635,000	\$0	\$17,328,446

1 – Assessment years ending 2014 through 2024 reflect actual Annual Installments and are net of capitalized interest and include applicable investment fund income and applicable credits, if any. Assessment years 2025 through 2029 reflect projected Annual Installments and will be updated in future Annual Service Plan Updates.

2 – Projected Annual Installments for Assessments Years ending 2014-2021 were for the Series 2014 Bonds and projected Annual Installments for Assessment Years 2022-2029 are for the Series 2021 Refunding Bonds.

C. STATUS OF DEVELOPMENT

According to the Town, greater than 95 percent of the total building permits expected to be issued within the PID have been issued as of June 30, 2023. Pursuant to Section 4 (a)(vi) of the Continuing Disclosure Agreement of the Issuer, the Town is no longer responsible for reporting the number of new homes completed in the PID in the Annual Service Plan Update.

See Appendix C for 2023 assessed values of all Parcels within the PID.

D. SERIES 2021 REFUNDING ANALYSIS

The Series 2021 Refunding Bonds were issued in February 2021 refunding the Series 2014 Bonds. At the time of refunding, the total projected outstanding principal, interest, and additional interest reserve amounts for the Series 2014 Bonds were \$14,600,000, \$13,592,500, and \$989,800, respectively. The total projected outstanding principal, interest, and additional interest reserve amounts for the Series 2021 Refunding Bonds are \$14,335,000, \$7,348,206, and \$346,075, respectively. As a result, the total projected savings from the 2021 refunding of the Series 2014 Bonds is \$7,153,019. See Table II-D-1 below for a summary of the refunding savings.

Table II-D-1
Refunding Savings Analysis (Cumulative)

	Principal	Interest	Additional Interest Reserve	Total
Series 2014 Bonds	\$14,600,000	\$13,592,500	\$989,800	\$29,182,300
Series 2021 Refunding Bonds ¹	\$14,335,000	\$7,348,206	\$346,075	\$22,029,281
Net Refunding Related Savings	\$265,000	\$6,244,294	\$643,725	\$7,153,019

1 – Totals include projected principal, interest, and additional interest reserve amounts from assessment year ending 9/1/2022 through 9/1/2043.

The projected average Annual Installment savings per Equivalent Unit for outstanding projected Annual Installments is shown in Table II-D-2 on the following page.

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Table II-D-2
Summary of Refunding Savings (Per Equivalent Unit)

Assessment Year ending 08/31	Series 2014 Projected Annual Installments ^{1,2}	Series 2021 Projected Annual Installments ^{1,3}	Projected Annual Installment Savings
2024	\$2,038	\$1,541	\$497
2025	\$2,153	\$1,537	\$615
2026	\$2,114	\$1,534	\$580
2027	\$2,075	\$1,537	\$538
2028	\$2,037	\$1,535	\$502
2029	\$2,149	\$1,539	\$610
2030	\$2,100	\$1,536	\$565
2031	\$2,049	\$1,539	\$511
2032	\$1,998	\$1,541	\$457
2033	\$2,097	\$1,539	\$558
2034	\$2,035	\$1,537	\$499
2035	\$2,125	\$1,541	\$583
2036	\$2,052	\$1,536	\$516
2037	\$2,131	\$1,538	\$592
2038	\$2,048	\$1,541	\$507
2039	\$2,113	\$1,534	\$579
2040	\$2,016	\$1,541	\$475
2041	\$2,063	\$1,539	\$525
2042	\$2,099	\$1,534	\$565
2043	\$1,980	\$1,535	\$445
Total	\$41,473	\$30,754	\$10,718

1 – Projected Annual Installment amounts include principal, interest, additional interest for reserves, and collection costs.

2 – The Series 2014 Bonds Annual Installments include interest calculated at an average effective interest rate of 6.67 percent.

3 - The Series 2021 Refunding Bonds Annual Installments include interest calculated at an average effective interest rate of 3.81 percent.

E. ANNUAL BUDGET

Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal and interest beginning with the tax year following the issuance of the Series 2014 Bonds. The Series 2021 Refunding

Bonds were issued in February 2021 to refund the Series 2014 Bonds. Twenty (20) Annual Installments remain outstanding for the Series 2021 Refunding Bonds.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series Bonds commencing with the issuance of the Series Bonds. The effective interest rate on the Bonds is 3.56 percent for 2023-24. The Additional Interest Reserve was fully funded at the closing of the Series 2021 Refunding Bonds and the Town will not begin collecting Additional Interest until it is required to be collected pursuant to Section 6.7(b) of the applicable Indenture. These payments, the “Annual Installments” of the Assessments, shall be billed by the Town, or any other party designated by the Town, in 2023 and will be delinquent on February 1, 2024.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2023-24 and the Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that is payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Assessment Ordinance or Indenture of Trust, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service on the Series Bonds will be paid from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments and other district administration expenses. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Indenture of Trust.

Annual Installments to be Collected for 2023-24

The budget for the PID will be paid from the collection of Annual Installments of the Assessments on the Assessed Property collected for 2023-24 as shown by Table II-E-1 on the following page.

(The remainder of this page is intentionally left blank)

Table II-E-1
Budget for the Annual Installments
to be Collected for 2023-24

Descriptions	<u>Series 2021 Refunding</u> <u>Bonds</u>
Interest payment on March 1, 2024	\$236,972
Interest payment on September 1, 2024	\$236,972
Principal payment on September 1, 2024	\$495,000
<i>Subtotal debt service on bonds</i>	<i>\$968,944</i>
Annual collection costs	\$39,000
<i>Subtotal Expenses</i>	<i>\$1,007,944</i>
Available reserve fund income	\$0
Available Administrative Expense Fund	\$0
<i>Subtotal funds available</i>	<i>\$0</i>
Annual Installment to be collected	\$1,007,944

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2024 in the amount of \$236,972 and on September 1, 2024, in the amount of \$236,972, which equal interest on the outstanding Assessments balance of \$13,309,661 for six months each and an effective interest rate of 3.56 percent. Annual Installments to be collected include a principal amount of \$495,000 due on September 1, 2024. As a result, the total principal and interest due in 2023-24 is estimated to be equal to \$968,944.

Annual Collection Costs

Annual Collection Costs for the PID include the annual administrative expenses. The administrative expenses include the Trustee, Dissemination Agent, Administrator, and contingency fees. As shown in Table II-E-2 below, the total administrative expenses to be collected for 2023-24 are estimated to be \$39,000.

Table II-E-2
Administrative Budget Breakdown

Description	2023-24 Estimated Budget (9/1/23-8/31/24)
Administrator	\$26,000
Trustee	\$7,000
Dissemination Agent	\$3,500
Contingency	\$2,500
Total	\$39,000

Available Reserve Fund Income

As of June 30, 2023, there is not a significant excess balance in the Reserve Fund. As a result, there is no Reserve Fund income anticipated to be available to reduce the 2023-24 Annual Installment.

Available Administrative Expense Account

As of June 30, 2023, there were \$47,199 in administrative expense funds available. The available balance is anticipated to be used for future administrative expenses. As a result, there are no funds anticipated to be available in the Administrative Expense Fund to reduce the 2023-24 Annual Installment.

F. ANNUAL INSTALLMENTS PER UNIT

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Bonds, (ii) to fund the Prepayment Reserve Account and the Delinquency Reserve Account, and (iii) to cover administrative expenses of the PID.

According to the revised development plan, 662.76 total Equivalent Units were estimated to be built within the PID. According to the Trustee, thirteen Parcels representing 11.92 Equivalent Units have prepaid their Assessments in full, lowering the total outstanding Equivalent Units to 650.84 (i.e. $662.76 - 11.92 = 650.84$). Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$1,488.76 (i.e. $\$968,944 \div 650.84 = \$1,488.76$) and the Annual collection costs to be collected from each Equivalent Unit will be \$59.92 (i.e. $\$39,000 \div 650.84 = \59.92). As a result, the total Annual Installment to be collected from each Equivalent Unit within the PID will be \$1,548.68 (i.e. $\$1,488.76 + \$59.92 = \$1,548.68$). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each Equivalent Unit of \$1,548.68 by the total estimated Equivalent Units for each Parcel in the PID as shown in Appendix D.

The Annual Installment due to be collected from each Land Use Class in the PID for 2023-24 is shown in Table II-F-1 on the following page.

Table II-F-1
Annual Installment per Unit

Land Use Class	Annual Installment Per Equivalent Unit	Equivalent Unit Factor	Annual Installment Per Unit
1 - Single Family Villa	\$1,548.68	1.00	\$1,548.68
2 - Interior Townhome	\$1,548.68	0.90	\$1,387.12
3 - Multi-Family	\$1,548.68	0.24	\$371.68
4 - Assisted Living	\$1,548.68	0.21	\$325.22
5 - Memory Care	\$1,548.68	0.42	\$650.45
6 - Retail ¹	\$1,548.68	0.69	\$1,068.59
7 - Office ¹	\$1,548.68	0.46	\$712.39
8 - Hotel	\$1,548.68	0.20	\$309.74
9 - Periphery Townhome	\$1,548.68	0.76	\$1,182.63

1 – Retail and office lots are billed on a per 1,000 square foot basis.

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Annual Collection Costs, and the Annual Installment to be collected for 2023-24 are shown in the Assessment Roll Summary attached hereto as Appendix D.

G. BOND REDEMPTION RELATED UPDATES

The Series 2014 Bonds were refunded in February 2021 and the Series 2021 Refunding Bonds were issued to refinance the Series 2014 Bonds. Pursuant to Section 4.3 of the Indenture of Trust for the Series 2021 Refunding Bonds, the Town reserves the right and option to redeem Series 2021 Refunding Bonds maturing on or after September 1, 2036, before their scheduled maturity dates, in whole or in part, on any date on or after **September 1, 2031**, such redemption date or dates to be fixed by the Town, at the Redemption Price of par plus accrued and unpaid interest to the date of redemption.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Series 2021 Refunding Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the Town accordingly.

III. UPDATE OF THE ASSESSMENT PLAN

The Updated Service and Assessment Plan adopted by the Town Council provided that the PID Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the PID Costs to Parcels similarly benefited.

According to the Developer, the initial plan for a single category of townhomes in the PID has been revised to include two townhome categories based on the location of such townhomes with respect to the amenity area. As a result, Land Use Class 2 has been updated as follows and a new land use class (“Land Use Class 9”) has been created for the second category of townhomes as follows:

“Land Use Class 2” means lots identified as such on the Assessment Roll, which are referred to as townhomes in the CBD and being generally lots for an attached single-family dwelling unit on individually platted lots adjacent to the River Walk amenity area.

“Land Use Class 9” means lots identified as such on the Assessment Roll, which are referred to as townhomes in the CBD and being generally lots for an attached single-family dwelling unit on individually platted lots located along the outer periphery of the CBD.

(The remainder of this page is intentionally left blank.)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Updated Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

The identification of each Parcel as Benefited Property, Assessed Property, and Non-Assessed Property; (ii) the Assessment for each Parcel, including any adjustments authorized by the Updated Service and Assessment Plan or in the Act; (iii) the Principal Portion of the Assessment for each Parcel, including any adjustments authorized by this Updated Service and Assessment Plan or in the Act; (iv) the Annual Installment for the Parcel for the year (if the Assessment is payable in installments); and (v) payments of the Assessment, if any, as provided by Section VI.C of the Updated Service and Assessment Plan.

The Assessment Roll summary is shown in Appendix D. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Updated Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel.
- B = the Assessment for the Parcel prior to subdivision.
- C = the equivalent units to be built on each newly subdivided Parcel
- D = the sum of the equivalent units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to DCAD online records, approximately 11,700 square feet of retail and office space of Parcel 705216 in 2022 was allocated to Parcel 1011391. According to the Developer, Parcel 1011391 is anticipated to have proposed development of 7,500 square feet of retail space and 4,200 square feet of office space (Land Use Class 6 and 7). As a result, 7.11 Equivalent Units $[(0.69 \times (7500/1000)) + (0.46 \times (4200/1000))] = 7.11$ will be allocated to Parcel 1011391. Pursuant to the Developer's request, the remaining 16.58 Equivalent Units will remain allocated to Parcel 705216. The subdivision of Parcel 705216 is shown in Table IV-A-1 on the following page.

Table IV-A-1
Assessment Allocation - Parcel 705216 Subdivisions

Prior to Subdivision			After Subdivision		
Parcel	Land Use Type	Equivalent Units	Parcels	Land Use Type	Equivalent Units
705216	Office/Retail	23.69	705216	Office/Retail	16.58
			1011391	Office/Retail	7.11
Total		23.69	23.69		

B. PREPAYMENT OF ASSESSMENTS

According to the Trustee, thirteen (13) Parcels have prepaid their Assessments in full as of June 30, 2023. Please see Appendix B for a complete list of Parcels that have prepaid their Assessments in full.

The complete Assessment Roll is available for review at Flower Mound Town Hall, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028.

APPENDIX A
PID MAP

APPENDIX B
PREPAID PARCELS

Appendix B
Prepaid Parcels

Parcel ID	Prepayment Date	Amount	Full/Partial
667648	01/17/18	\$21,353	Full
652931	03/27/18	\$23,840	Full
667645	01/02/19	\$20,946	Full
652930	02/05/19	\$23,386	Full
652972	03/20/19	\$23,386	Full
667418	07/26/19	\$20,946	Full
667635	02/06/20	\$20,537	Full
693521	04/28/20	\$20,537	Full
652932	01/29/21	\$22,471	Full
652959	07/01/21	\$21,048	Full
675223	08/20/21	\$16,155	Full
675239	02/15/22	\$15,445	Full
715579	09/19/22	\$18,977	Full
Total		\$269,026	

APPENDIX C
ASSESSED VALUE

Riverwalk Public Improvement District No. 1
Assessed Value of the PID

PID	Parcels¹	2023 Assessed Value^{2,3}
Riverwalk PID No. 1	430	\$405,395,760
Total	430	\$405,395,760

1 - Parcels include 360 residential lots, 13 un-subdivided parent parcels and commercial lots, and fifty-nine open space and other unassessed lots.

2 - Parcel assessed values are in accordance with Denton Central Appraisal District online records as of 6/12/23.

3 - Values shown reflect the 2023 assessed values.

APPENDIX D
ASSESSMENT ROLL SUMMARY – 2023-24

Riverwalk PID No. 1
Assessment Roll Summary 2023-24

Parcel	Estimated EU	Outstanding Assessments	Principal	Interest	Annual Collection Costs	Annual Installments - 2023-24
667418	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
715531	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715532	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715533	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715534	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715535	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715536	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715537	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715538	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715539	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715540	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715541	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715542	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715543	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715544	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715545	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715546	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715547	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
715548	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715549	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715550	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715551	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715552	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715553	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715554	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715555	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715556	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715557	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715558	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715559	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
715560	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715561	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715562	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715563	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715564	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715565	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715566	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715567	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715568	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715569	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715570	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715571	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
715572	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715573	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715574	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715575	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715576	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715577	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715578	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715579	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
715580	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715581	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715582	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715583	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715584	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715585	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715586	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715587	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715588	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715589	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715590	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715591	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11

Parcel	Estimated EU	Outstanding Assessments	Principal	Interest	Annual Collection Costs	Annual Installments - 2023-24
715592	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715593	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715594	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715595	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715596	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715597	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715598	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715599	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715600	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
715601	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715602	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715603	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715604	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715605	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715606	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715607	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
715608	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715609	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715610	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715611	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715612	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715613	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715614	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715615	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715616	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715617	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715618	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
715619	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
715620	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
715621	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
715622	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
563269	25.39	\$519,266	\$19,312.03	\$18,490.56	\$1,521.55	\$39,324.15
966339	34.64	\$708,346	\$26,344.12	\$25,223.54	\$2,075.60	\$53,643.26
711952	52.50	\$1,073,624	\$39,929.17	\$38,230.73	\$3,145.93	\$81,305.83
655447	85.92	\$1,757,062	\$65,346.94	\$62,567.31	\$5,148.55	\$133,062.80
757923	19.80	\$404,909	\$15,059.00	\$14,418.45	\$1,186.47	\$30,663.91
757922	37.50	\$766,929	\$28,522.87	\$27,309.61	\$2,247.26	\$58,079.73
757921	13.68	\$279,757	\$10,404.47	\$9,961.90	\$819.75	\$21,186.11
757920	16.74	\$342,266	\$12,729.21	\$12,187.76	\$1,002.91	\$25,919.88
705216	16.58	\$339,122	\$12,612.29	\$12,075.81	\$993.70	\$25,681.80
1011391	7.11	\$145,338	\$5,405.27	\$5,175.35	\$425.87	\$11,006.49
705217	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
705218	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
705219	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00

Parcel	Estimated EU	Outstanding Assessments	Principal	Interest	Annual Collection Costs	Annual Installments - 2023-24
705220	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
705222	4.14	\$84,663	\$3,148.70	\$3,014.77	\$248.08	\$6,411.55
705223	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
744741	8.97	\$183,436	\$6,822.18	\$6,531.99	\$537.51	\$13,891.68
744738	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
655450	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
744739	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
744740	14.49	\$296,320	\$11,020.45	\$10,551.68	\$868.28	\$22,440.41
744742	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
667423	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
652930	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
652931	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
652932	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
652933	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652934	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652935	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652936	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652937	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652938	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652939	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652940	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652941	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652942	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652943	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652944	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652945	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652946	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652947	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652948	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652949	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652950	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652951	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652952	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652953	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652954	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652955	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652956	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652957	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652958	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652959	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
744723	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
744724	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
744725	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652963	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652964	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652965	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652966	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652967	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652968	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652969	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652970	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652971	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652972	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

Parcel	Estimated EU	Outstanding Assessments	Principal	Interest	Annual Collection Costs	Annual Installments - 2023-24
652973	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652974	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652975	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652976	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652977	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652978	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652979	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652980	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652981	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652982	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652987	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652988	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652989	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652990	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652991	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652992	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652993	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652994	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652995	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652996	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652997	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652998	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652999	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653000	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653001	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653002	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653003	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653004	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653005	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653006	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653007	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653011	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653012	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653013	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653014	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653015	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653016	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653017	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653018	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653019	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653020	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653021	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653022	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653023	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653024	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653025	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653027	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653028	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653029	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653030	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653031	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653032	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
653033	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68

Parcel	Estimated EU	Outstanding Assessments	Principal	Interest	Annual Collection Costs	Annual Installments - 2023-24
653034	1.00	\$20,450	\$760.56	\$728.20	\$59.92	\$1,548.68
652983	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
652984	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
652985	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
652986	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
653008	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
653009	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
653010	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
653026	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
653035	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
653036	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
653037	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
653038	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675215	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675216	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675217	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675218	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675219	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675220	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675221	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675222	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675223	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
675227	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675228	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675229	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675230	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675231	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675232	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675233	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675234	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675237	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675238	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675239	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
675240	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675241	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675242	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675243	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675245	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675246	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675247	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675248	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675249	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675250	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675251	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675252	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675256	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675257	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675258	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675259	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675260	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675261	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675262	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675263	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63

Parcel	Estimated EU	Outstanding Assessments	Principal	Interest	Annual Collection Costs	Annual Installments - 2023-24
675264	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675265	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675266	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675267	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675268	0.38	\$7,771	\$289.01	\$276.72	\$22.77	\$588.50
1008382	0.38	\$7,771	\$289.01	\$276.72	\$22.77	\$588.50
675269	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675270	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675275	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675276	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675277	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675278	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675279	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675280	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675281	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675282	0.76	\$15,616	\$580.79	\$556.08	\$45.76	\$1,182.63
675224	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675225	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675226	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675235	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675236	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675244	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675253	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675254	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675255	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675271	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675272	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675273	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675274	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675283	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675284	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
675285	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
667598	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667599	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667600	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667601	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667602	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667603	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667604	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667605	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667606	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667607	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667608	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667609	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667610	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667611	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667612	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667613	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667614	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667615	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667618	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667619	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667620	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667621	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11

Parcel	Estimated EU	Outstanding Assessments	Principal	Interest	Annual Collection Costs	Annual Installments - 2023-24
667622	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667623	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667624	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667625	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667626	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667627	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667628	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667629	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667630	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667631	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667632	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667633	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667634	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667635	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
667637	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667638	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667639	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667640	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667641	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667642	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667643	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667644	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667645	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
667646	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667647	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667648	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
667649	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667650	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667651	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667652	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667653	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667654	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667656	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667657	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667658	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667659	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667660	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667661	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667662	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667663	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667664	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667665	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667666	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667667	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667668	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667669	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667670	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667671	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667672	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667673	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
667616	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
667617	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
667636	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00

Parcel	Estimated EU	Outstanding Assessments	Principal	Interest	Annual Collection Costs	Annual Installments - 2023-24
667655	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
667674	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
667675	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
693466	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693467	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693468	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693469	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693470	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693471	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693472	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693473	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693474	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693475	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693476	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693477	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693478	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693479	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693480	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693481	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693482	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693483	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693484	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693485	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693486	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693487	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693488	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693489	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693490	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693491	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693492	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693493	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693494	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693495	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693496	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693498	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
693499	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
693500	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
693501	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
693502	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693503	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693504	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693505	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693506	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693507	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693508	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693509	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693510	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
693511	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693512	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693513	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693514	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693515	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693516	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693517	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693518	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693519	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693520	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693521	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
693522	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693523	0.90	\$18,316	\$681.21	\$652.23	\$53.67	\$1,387.11
693524	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
667418	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
Total	650.84	\$13,309,660.92	\$495,000.00	\$473,944.49	\$39,000.00	\$1,007,944.49

APPENDIX E
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO
THE TOWN OF FLOWER MOUND, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Flower Mound, Texas (the "Town"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Riverwalk Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Town or MuniCap, Inc., the District Administrator for the Town, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Date: _____

Signature of Seller

Signature of Seller

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

Signature of Purchaser

Signature of Purchaser

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____
and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas



TOWN COUNCIL AGENDA J.15. CONSENT ITEM(S)

DATE: August 7, 2023
FROM: Brittni Barnett, Grants and Financial Analyst
ITEM: **Consider approval of a resolution authorizing the adoption of the Program Year 2023 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.**

BACKGROUND: This item is to consider approval of Flower Mound's Program Year 2023 Annual Action Plan, which specifies that Community Development Block Grant (CDBG) funds will continue to be used for planning and administration, to subsidize Town-wide transit service for the Town's elderly and adults with severe disabilities, and to continue funding the Residential Rehabilitation Program. In 2002, the U.S. Department of Housing and Urban Development recognized Flower Mound as an Entitlement Community having a population exceeding 50,000 and awarded the Town yearly CDBG funds.

The Town's 2023 allocation is \$278,855. In order to receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used. Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively. Flower Mound's Program Year 2020-2024 Strategic Plan for Housing and Community Development was approved by the Town Council on August 17, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on July 5, 2023 to discuss the Action Plan. The Action Plan was also available for public comment for 30 business days on the Town website, at the Library, and at Town Hall. Staff did not receive any comments during these opportunities for feedback.

ALTERNATIVES: N/A

FISCAL IMPACT: \$0

Proposed Expenditure/(Revenue)
\$278,855
\$(278,855)

Account Number(s):
CDBG Grant Fund
361-4605

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2023 Annual Action Plan as to form and legality.

ATTACHMENTS:

1. Resolution

2. 2023 CDBG Annual Action Plan

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2023 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2023 Action Plan (the "Plan") must be adopted by the Town of Flower Mound (the "Town") in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart B. McKinney Act of 1987, as amended; and,

WHEREAS, the Plan has been made available for public review and comment for a thirty (30) business day period; and,

WHEREAS, the Flower Mound Community Development Block Grant Advisory Committee (the "Committee") held a public hearing to allow for public comments regarding the Plan; and,

WHEREAS, the Committee received no public comments during either of the aforementioned opportunities for feedback; and,

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Program Year 2023 Action Plan and to authorize the Mayor to execute the Plan on behalf of the Town and submit same to the U.S. Department of Housing and Urban Development.

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

SECTION 1

All of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound's Program Year 2023 Action Plan for Housing and Community Development attached hereto as "Attachment 2" is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2023 Action Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. _____

SECTION 4

This Resolution shall become effective upon its adoption.

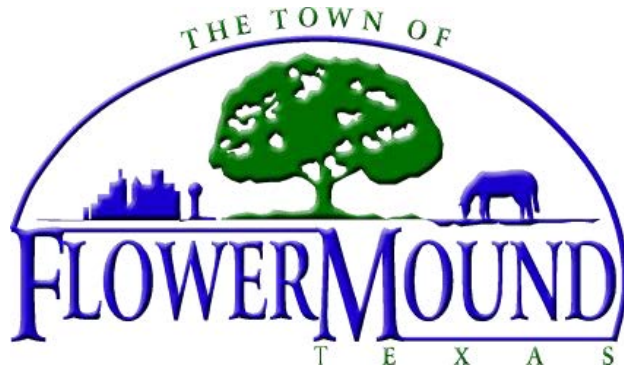
**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 7th DAY OF
AUGUST, 2023.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN OF FLOWER MOUND

PROGRAM YEAR 2023

ANNUAL ACTION PLAN

Prepared for the U. S. Dept. of Housing and Urban Development

EXECUTIVE SUMMARY

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires that the Town of Flower Mound submit an Annual Action Plan every year in order to receive federal grant funds, which provide services and activities that benefit primarily low-to-moderate income individuals and households. The Town's 2023 Annual Action Plan outlines the activities that the Town will pursue with federal funds to meet the goals laid out in its 2020-2024 Consolidated Plan.

The Town of Flower Mound has demonstrated a commitment to serving its residents with the greatest needs. In addition to carrying out its Community Development Block Grant ("CDBG")-funded projects, the Town reaffirms this commitment by executing numerous other activities that benefit the entire community, including Flower Mound's low- and moderate-income residents. These activities include improving and maintaining public facilities, parks, recreational facilities, streets, and sidewalks; planting trees; maintaining the residential homestead exemption for those with disabilities and individuals sixty-five years and older, as well as increasing its homestead exemption for all Flower Mound homeowners to 10%; and fostering a balanced tax base and increased local employment by working to increase the number of businesses located in Flower Mound.

Summarize the Objectives and Outcomes Identified in the Plan

Based on the level of CDBG funding expected this fiscal year and the goals put forth in the 2020-2024 Consolidated Plan, the Town has laid out objectives and outcomes to address the two following identified needs:

1. Continuous challenges in the Town's aging infrastructure. The Town believes it is imperative to maintain the Town's housing stock, and
2. The absence of public transportation hurts the Town's elderly residents and those with disabilities.

These outcomes and objectives can be found in the section titled "Annual Goals and Objectives" and include preserving the Town's existing housing stock by continuing the Residential Rehabilitation Program and supporting a Town-wide transportation service for the Town's elderly and residents with disabilities.

Evaluation of Past Performance

Progress toward Annual Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Report ("CAPER"). The 2021 CAPER reported the results achieved in the second year of the Town's 2020-2024 Consolidated Plan.

Currently, the Town is on track to meet or exceed the housing and community development goals established in its 2020-2024 Consolidated Plan utilizing the Residential Rehabilitation Program and the Town-wide Transportation Service.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents. The Town's CDBG accomplishments include completing thirty-four (34) Residential Rehabilitation Program projects (three of which were funded with CDBG-CV funds) and subsidizing the Town-wide transportation service for the elderly and those with disabilities.

It is important to note that the Town expended all of its CDBG funds for activities that principally benefitted low- and moderate-income residents, with the exception of funds allocated toward Planning and Administration.

Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various

departments, as well as the Town Manager. In addition to oversight and input from the committee, the Town also hosts a public hearing and a public comment period that lasts 30 business days for the Annual Action Plan. The Town promotes the public meetings through local print media, as well as postings at Town Hall, the Library, and information published on social media and the Town's website.

During years in which the Town develops a Consolidated Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media sites.

Summary of Public Comments

Public Comments are summarized in the citizen participation appendix.

Summary of comments or views not accepted and the reasons for not accepting them.

N/A

Summary

The Town of Flower Mound's 2023 Annual Action Plan sets forth objectives, strategies, and goals for improving the quality of life of low- to moderate-income residents of the Town during the planning year, in accordance with the Town's 2020-2024 Consolidated Plan.

LEAD AND RESPONSIBLE AGENCIES

Narrative

Leadership responsibility for the success of this program ultimately rests with the Town of Flower Mound and, more specifically, with the Financial Services Department. Financial Services staff assists in coordinating the efforts of the entities involved; making periodic progress reports to federal, state, and local governmental bodies; and encouraging involvement from the business community.

Annual Action Plan Public Contact Information

Town of Flower Mound
c/o Brittnei Barnett
Grants and Financial Analyst
2121 Cross Timbers Rd.
Flower Mound, TX 75028
972-874-6040
Brittnei.Barnett@Flower-Mound.com

CONSULTATION

Introduction

The Town of Flower Mound's Financial Services Department is responsible for coordinating the consultation process for the Annual Action Plan. The Annual Action Plan is published on the Town's website and made available for review at Town Hall and the Flower Mound Public Library. The Citizen Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process, such as providing the Town with information on housing and community development needs as part of the preparation of the Annual Action Plan. Additionally, the Town conducts at least one public hearing during the development process before the Annual Action Plan is finalized and allows for a comment period lasting 30 business days to obtain residents' feedback and questions. Public hearings are

held at Town Hall, which is easily accessible to all residents. The Town also provides updates and information about the process as needed at meetings with local agencies, such as the quarterly Agency Roundtable and the Denton County Homeless Coalition meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.

As needed, the Town's Financial Services Department provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts.

Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized.

While preparing the Annual Action Plan, the Town consulted with and collected information from various Town departments and outside agencies that are responsible for administering programs covered or affected by the Annual Action Plan. Some of these outside agencies include the Denton Housing Authority and Denton County Homeless Coalition.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families; families with children; veterans; and unaccompanied youth) and persons at risk of homelessness.

The Town of Flower Mound is an active member of the Denton County Homeless Coalition. Per the Point-in-Time Count conducted by the Denton County Homeless Coalition in 2023, there are just four known homeless individuals in Flower Mound. As a result, staff participates in meetings to ensure that services are available for those currently experiencing homelessness and/or who are at risk of becoming homeless, should the need arise.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town coordinates with the local Continuum of Care ("CoC") through regular attendance, membership, and participation in various committees within the Denton County Homeless Coalition. The Town also assists the Coalition with the annual Point-in-Time Count and coordinates with the Coalition in finalizing results and utilizing data for the planning of services for homeless individuals in Denton County.

Identify any Agency Types not consulted and provide rationale for not consulting:

The Town made every effort to consult all relevant agency types and did not specifically or purposefully exclude any particular agency type.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

Lead Organization: Denton County Homeless Coalition

How do the goals of your Strategic Plan overlap with the goals of each plan:

The Strategic Plan incorporates strategies and efforts implemented by the CoC.

Narrative (Optional)

Please see above.

PARTICIPATION

Summarize citizen participation process and how it impacted goal-setting.

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager. In addition to oversight and input from the committee, the Town also hosts a public hearing and provides a public comment period for 30 business days for the Annual Action Plan. This year's 30-day comment period began on Wednesday, May 31, 2023 and ended on Friday, July 14, 2023. The Town promotes the public meetings through local print media, as well as postings at Town Hall and the Library. Information is also published on the Town's social media accounts and the Town website.

During years in which the Town develops a Consolidated Plan, the Town conducts an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site. The Public Hearing for this year's Annual Action Plan was held on July 5, 2023 at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices stated that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library (both of these buildings are accessible to those with limited mobility), and in the Denton Record-Chronicle. The Town will host its second public hearing of the year this fall as it develops its Consolidated Annual Performance and Evaluation Report (CAPER).

For the PY 2023 Annual Action Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, the Denton County Homeless Coalition, public service agencies, and staff in various Town departments.

The goals and priorities for the Annual Action Plan were greatly impacted by feedback garnered from these various efforts as well as the Town's current Consolidated Plan.

EXPECTED RESOURCES

Introduction:

This section discusses the resources that will be used to meet the goals of the 2023 Annual Action Plan.

Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:

The Town's Financial Services Department is the lead agency for the implementation of the Community Development Plan and the administration of CDBG funding. Internally, the Financial Services Department works in collaboration with all Town departments to deliver projects, services, and other benefits to eligible clients. Externally, the Department works with clients and sub-recipients of the program.

To effectively implement the Community Development Plan, funding for carrying out the plan comes from CDGB funds, as well as the Town Council. The Town Council makes available an average of more than \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Additionally, the contracted provider of the Town's transportation program applied and received a grant from the North Central Texas Council of Governments, funded by the Federal Transit Administration. This grant totals \$159,398.00 and, along with the Town's CDBG allocation, will go a long way in supporting the Town-wide Transportation Program.

There are no matching requirements for CDBG funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

The Town does not intend to use publicly owned land or property to fulfill the goals of the 2023 Annual Action Plan.

Discussion:

Please see above.

ANNUAL GOALS AND OBJECTIVES

Goals:

1. Preserve Existing Housing Stock: Continue to fund the Town's Residential Rehabilitation Program. This program is designed to expand the supply of decent, safe, sanitary, and affordable housing; to correct health and safety hazards in deteriorated housing; and to extend the useful life of existing housing units. Quantity: 3 (Homeowner Housing Rehabilitated)

2. Transportation Services: Continue to fund the Town's Town-wide transit service for the Town's elderly who are 65 years and older and adults with severe disabilities. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas. Quantity: 25 (Public service activities other than Low/Moderate Income Housing Benefit)

3. Planning and Administration: Up to 20 percent of total CDBG grant expenditures will be used for planning and administration.

Quantity: 1 (Other)

Estimate the number of extremely low income, low income, and moderate income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b): 3

PROJECTS

Introduction:

This document serves as the Town of Flower Mound's 2023 Annual Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2023 program year to address Flower Mound's strategies stated in the 2020-2024 Consolidated Plan for Housing and Community Development. The following five-year goals were identified in the 2020-2024 Consolidated Plan:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program.
- Planning and Administration.
- Provide transportation services through a Town-wide program for adults who are 65 and older and adults with disabilities.

This section details the projects proposed for the 2023-2024 program year.

Projects:

Describe the reasons for allocation priorities and any obstacles to addressing under-served needs:

- \$32,800 - Town-wide transit service
- \$7,500 - Planning and Administration
- \$238,555 - Residential Rehabilitation Program

The Town, under advisement from the Community Development Advisory Committee, has allocated funds to its various projects based on past performance and anticipated need. The largest obstacle the Town faces in addressing the underserved needs is a lack of sufficient resources.

GEOGRAPHIC DISTRIBUTION

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:

Because of the size of the Town's funding allocation, the Advisory Committee decided not to target a certain area of the Town for assistance. All of the activities are intended to have a Town-wide benefit.

Geographic Distribution: Town of Flower Mound- 100%

Rationale for the priorities for allocating investments geographically N/A

Discussion: Please see above.

AFFORDABLE HOUSING

Introduction:

This section summarizes the affordable housing goals for the 2023 Action Plan. The Town of Flower Mound is proposing to use about **85.5 percent** of its 2023 CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to moderate-income households through the Residential Rehabilitation Program. A large portion of the households applying for funds have members who are elderly and/or have a disability.

One Year Goals for the Number of Households to be Supported: 3 (Non-Homeless)

One Year Goals for the Number of Households Supported Through: 3 (Rehab of Existing Unit)

Discussion

The Town of Flower Mound is proposing to use **85.5 percent** of its annual CDBG allocation to fund the rehabilitation of low- to moderate-income owner-occupied houses. It is anticipated that three households will be served through the Residential Rehabilitation Program.

PUBLIC HOUSING

Introduction:

This section is not applicable. Flower Mound currently has no public housing and there are no plans for public housing in the Town of Flower Mound at this time.

Actions planned during the next year to address the needs to public housing: N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership: N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance: N/A

Discussion: Please see above.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

Introduction

This section describes the activities planned during the 2023-2024 program year to address the needs of people who are homeless and other non-homeless special needs.

The Town will not allocate funds this plan year to directly address the needs of those experiencing homelessness. Instead, the Town's strategy to address the needs of those experiencing homelessness and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2023, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. Four individuals experiencing homelessness were identified in Flower Mound during the count.

Potential obstacles to completing these action steps include limited funding available to the Denton County Homeless Coalition, the Salvation Army, Journey to Dream and Christian Community Action, each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

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

Outreach to persons experiencing homelessness is carried out through the Town's partners, such as Christian Community Action and Journey to Dream. Flower Mound allocates a portion of general funds each year to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also support Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry, and comprehensive case management. The Town also collaborates with the Denton County Homeless Coalition ("DCHC"). DCHC conducts monthly meetings and is attended by

representatives from area cities, service providers, and faith-based groups. The meetings provide a forum for problem solving, information sharing, and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville, and Denton regularly attend and participate.

-Addressing the emergency shelter and transitional housing needs of homeless persons.

Flower Mound Staff will continue to participate in the DCHC over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless, or at risk of becoming homeless, in the Denton County. Barriers to achieving this would include a lack of funding sources available to DCHC.

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

Flower Mound Staff will continue to participate in the DCHC over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless, or at risk of homelessness, in the Denton County. Barriers to achieving this would include a lack of funding sources available to DCHC. Through the use of coordinated entry, DCHC uses locations within Denton County to assess the needs of homeless persons and families. This service assesses the current housing situations of the household and connects them with any available housing resources. These efforts help reduce the time the households experience homelessness, as well as prevent homelessness by linking households with services in an efficient manner for all service providers within Denton County. Barriers to achieving this would include a lack of funding sources available to DCHC.

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

The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families. DCHC, of which the Town is a part, follows discharge plans through partnerships with local hospitals and other systems of care to help ensure that persons are not being discharged into homelessness. These efforts utilize existing resources within the County to help connect those in need with available service providers. Additionally, the Town Council makes available an average of more than \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Discussion

Please see above.

BARRIERS TO AFFORDABLE HOUSING

Introduction

The Fair Housing Committee meets annually to update the Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis this year. However, the report did note that the Town will benefit from certain activities to help ensure that unanticipated barriers do not develop.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

The Fair Housing Committee discussed a few items that the Town should continue to address in order to ensure that unanticipated barriers to affordable housing do not develop. To address the identified issues and ensure that unanticipated barriers do not develop in the future, the Town will benefit from:

- The SMARTGrowth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes, and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Division working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- The Financial Services Department continuing to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level and ensuring services are targeted to those areas where larger percentages of low- and moderate-income families reside.
- The Library Services Department ensuring that residents are made aware of job training and job search workshop opportunities available at the Town of Flower Mound Library.

Discussion

Please see above.

OTHER ACTIONS

Introduction

This section reports additional efforts the Town will undertake during the 2023-2024 program year to address residents' housing and community development needs.

Actions Planned to Address Obstacles to Meeting Underserved Needs

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting under-served needs in Flower Mound. The Town will allocate approximately \$200,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing, and emergency housing assistance.

Actions Planned To Foster and Maintain Affordable Housing

Housing priorities and objectives Flower Mound hopes to achieve during the next year include continuing the Residential Rehabilitation Program, leveraging funds to supplement scarce resources, facilitating the

availability of affordable housing for residents with disabilities and senior citizens, and fostering a balanced tax base:

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The Program is designed to assist low- and moderate-income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The Program will pay for the rehabilitation up to \$60,000.
- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation, and local lending agencies. This collaboration is dedicated to providing those services needed to increase the number of low- and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.
- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to \$100,000. For the most recent year, this exemption affected about 4,935 property accounts. The Town also increased its homestead exemption for all Flower Mound homeowners to 10%, which went into effect in 2022.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 75.31% residential to 22.56% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

Actions Planned to Reduce Lead-Based Paint Hazards

The Town of Flower Mound's housing activity, the Residential Rehabilitation Program, is carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant, or Housing Opportunities for Persons with AIDS.

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

Based on Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on lead-based paint.

Actions Planned to Reduce the Number of Poverty Level Families

Flower Mound's actions to reduce the number of poverty level families during the next year include economic development, tax exemptions for senior citizens and those with disabilities, leveraging resources, and serving as a referral source:

- Economic development – 4.1% of Flower Mound families live below the poverty level, compared to 7.4% in Denton County, 14.2% in Texas, and 11.6% in the United States, according to the latest QuickFacts from the United States Census Bureau. Additionally, according to 2021 ACS 5-Year Estimates, the Town's unemployment rate of 3.8% is lower than Denton County's rate of 4.1%, Texas' rate of 5.4%, and the United States' rate of 5.5%. Flower Mound's low rate of unemployment can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it should be noted that within Town limits, only 22.56% of the tax base is commercial. While Flower Mound's property, county, and school taxes are among the lowest in the surrounding area, 75.31% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- Tax exemptions for senior citizens and those with disabilities - In 2022, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and individuals 65 years of age or older at \$100,000. This affected about 4,935 property accounts. During the next year, our goal is to maintain the exemption. The Town also increased its homestead exemption for all Flower Mound homeowners to 10%, which also went into effect in 2022.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers home buyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

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

Actions Planned to Develop Institutional Structure

The Town will promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized. Additionally, the Town's continued involvement with the Denton County Homeless Coalition will help

ensure open communication and networking opportunities between the Town and the various service providers in the area.

Actions planned to enhance coordination between public and private housing and social service agencies:

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation, and area lenders. Town staff will serve as a referral source to families with low and moderate incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health, and social service representatives throughout Denton County. Agencies within the Coalition also apply for and receive grants to serve Denton County's homeless and near-homeless population. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Discussion

Please see above.

PROGRAM SPECIFIC REQUIREMENTS

Introduction

The Town expects to receive no program income during PY 2023 and will expend all of its PY 2023 funds directly on low- to moderate-income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low- to moderate-income individuals.

Discussion

Please see above.



TOWN COUNCIL AGENDA J.16. CONSENT ITEM(S)

DATE: August 7, 2023
FROM: Wendell Mitchell, Assistant Chief of Police
ITEM: **Consider approval of an agreement for the 2023-2024 school year with the Lewisville Independent School District (LISD) to contract with the Town of Flower Mound for law enforcement services for LISD elementary schools and authorize the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Lewisville Independent School District (LISD) requests to renew a Cooperative Agreement with the Town of Flower Mound for the 2023-2024 school year to provide security for elementary school campuses. Initially approved for the 2022-2023 school year, this agreement includes measures to allow off-duty police officers to provide security services for LISD elementary schools located within the Town limits. The services will provide up to 80 hours a week of uniformed security for LISD elementary schools to enhance safety at LISD campuses. The expense of personnel and vehicle usage fees will be reimbursed to the Town by LISD as part of this agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: None that would reasonably allow the Town to provide police services for LISD by the beginning of the 2023-2024 school year without substantial cost to the Town.

FISCAL IMPACT: There will be both expenditures and revenue that offset each other, as noted in Fiscal Information.

Proposed Expenditure/(Revenue)	Account Number(s):
\$257,204.86	100-640-43500-1XXX (associated labor cost)
\$4,753.34	100-640-43500-2080 Fuel Cost
(\$261,958.20)	100-4605 Intergovernmental Revenues

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

ATTACHMENTS:

1. LISD Elementary Rover Agreement

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

MEMORANDUM OF AGREEMENT FOR POLICE SERVICES

THIS MEMORANDUM OF AGREEMENT ("Agreement") is effective as of the date indicated herein ("Effective Date") by and between the Town of Flower Mound, a Texas Home Rule municipality, hereafter referred to as "The Town," and Lewisville Independent School District, hereinafter referred to as "LISD," for and in consideration of the mutual covenants and agreements herein set forth, the City and LISD agree as follows:

1. "Additional or outside employment" as used in this Agreement shall be defined as employment that has been approved by the Town but is not a part and parcel of the officer's regularly assigned duties or is that employment that might from time to time be further defined by proper Town police departmental policy. The terms "additional or outside" indicate that the employment is in addition to the officer's regular duties but does not indicate that the officer is anything other than a Town employee. Each officer performing the services contemplated herein will continue to act as an employee of the Town, as described herein below, while performing such additional or outside duties pursuant to this Agreement.

2. This Agreement shall be construed in a manner consistent with written Town and Town police department "outside employment" policy for police officers, which is incorporated into and made a part of this Agreement as though fully set forth, word for word.

3. The Town will endeavor to provide Flower Mound Police Officers for up to 80 hours, Monday through Friday, for the purpose of providing police-related security at LISD elementary school campuses within the Town limits for the period beginning on August 9, 2023, and ending on or before May 24, 2024. Officers shall perform the services on or about the premises of LISD elementary school campuses during the listed dates. These are not mandatory assignments, unless directed by the Chief of Police. LISD has no right to compel the deployment of officers under this Agreement.

4. Officers will be considered employees of the Town and will receive all pay and benefits from the Town for the off-duty work. LISD will reimburse the Town for the full amount of any and all costs associated with paying the officer for the work performed pursuant to the agreed average overtime rate, all health and retirement benefits, leave time, and other fringe or employment benefits that the Town would be obligated by law or local ordinances, regulations, or policies to pay if the officer had been working for the Town, in accordance with the formula detailed in Attachment A, hereto. The Town will invoice LISD with two statements of said compensation to be reimbursed. In January 2024, for the period beginning August 9, 2023, through December 31, 2023; and, in June 2024, for the period beginning January 1, 2024, through May 24, 2024. Payment from LISD to the Town will be made within 15 calendar days from the date of the statement.

5. The Town will endeavor to provide a marked police unit, as available, for Officers to utilize when performing these services. LISD will reimburse the Town for the full amount of the total vehicle mileage cost, in accordance with the formula detailed in Attachment B, hereto. The Town will invoice LISD with two statements of said compensation to be reimbursed. In January 2024, for the period beginning August 9, 2023, through December 31, 2023; and, in June 2024, for the period beginning January 1, 2024, through May 24, 2024. Payment from LISD to the Town will be made within 15 calendar days from the date of the statement.

6. Officers deployed to perform services hereunder shall work at the sole direction of the Town. LISD shall have no right to direct the performance of officers and individual officers shall not be considered employees or independent contractors of LISD.

7. Town shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees and LISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither Town nor LISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of Town or LISD.

8. Officers will be subject to, and shall abide by, all Town and departmental rules and regulations as well as complying with all local, state, and federal laws.

9. This Agreement shall be subject to state laws regarding vacations, holidays, and sick leave for police officers.

10. The term of this Agreement shall run concurrent with the LISD 2023-2024 school year, and the Effective Date shall be August 9, 2023. The termination date shall be May 24, 2024, unless the school year is extended by official action of the LISD school board of trustees, in which case this Agreement shall terminate on the date on which the extended 2023-2024 school year ends.

11. This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Texas. No amendment or variation of the terms of this Agreement shall be valid unless approved by the Town Council and signed by the Mayor of the Town. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the Town, and the Town shall be free to reinstate any such term or condition.

12. The governing bodies of Town and ISD have approved the execution of this Agreement and the persons signing the Agreement have been duly authorized by the governing bodies of the Town and ISD to sign this Agreement on behalf of the governing bodies.

13. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

WITNESS the hands of the parties hereto this _____ day of _____, 20____.

Lewisville Independent
School District

A handwritten signature in black ink, appearing to read "Lori Rapp", written over a horizontal line.

Dr. Lori Rapp, Superintendent of Schools

Derek France, Mayor,
Town of Flower Mound

ATTACHMENT A

LABOR COST:

Salary analysis based on the Town of Flower Mound 2023-2024 fiscal year average hourly overtime rates of all patrol officers, sergeants, and lieutenants projected to work on this contract. Estimated maximum of 2,783 hours.

Average Overtime Rate

		Per Hour
Salary:	\$70.20 avg. hourly	\$70.20
FICA:	7.65%	\$5.37
Retirement:	11.30%	\$7.93
Health Ins. Avg. Cost	\$16,262.75	\$7.82
Workers Comp.	1.41%	\$0.99
Supp. Death	\$0.025 per \$1,000	\$0.00
LTD:	\$0.16 per \$100	<u>\$0.11</u>
Total Labor Cost Per Overtime Hour		\$92.42

Potential Number of Contract Hours	2,783
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Potential Total Labor Cost for Contract	<u>\$257,204.86</u>
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ATTACHMENT B

VEHICLE MILEAGE EXPENSE:

The vehicle cost is based on the Internal Revenue Service (IRS) standard mileage rate for business travel of 65.5 cents per mile. This rate became effective on January 1, 2023. The estimated daily mileage was determined using the travel distance beginning and ending at the Flower Mound Police Department, between Elementary School Campuses and the Town's vehicle fueling site, using routes identified by using Google Maps. The estimated mileage is 41 miles per day.

Vehicle Expense Factors

IRS rate:	65.5 cents per mile
Estimated miles:	41 miles per day
Days:	<u>177</u>

Estimated Total Vehicle Mileage Cost for Agreement Period
\$4,753.34



TOWN COUNCIL AGENDA J.17. CONSENT ITEM(S)

DATE: August 7, 2023
FROM: Ray Watson, Director of Economic Development
ITEM: **Consider approval of a Professional Services Agreement with The John R McAdams Company, Inc for video marketing services, in the amount of \$17,000, to prepare a marketing video highlighting approved and existing developments within the Town's Lakeside Business District.**

BACKGROUND: The Professional Services Agreement (PSA) is for a proposed Lakeside Business District marketing video. The subject properties to be showcased will include approved and existing developments located within the Town's Lakeside Business District.

The developer of the Lakeside development, Realty Capital, has offered their marketing video to be included in the Town's initiative, thus reducing the overall expense of this initiative. This PSA proposes to take that video and incorporate the approved Silveron Park development, and other existing adjacent developments into an overall cohesive 3D marketing model of the Lakeside area along International Parkway. The overall video will be composed of 3D models and aerial drone photography. The final product will be provided in a digital format that will ultimately be posted on the Town's Economic Development webpage, used on the Town's various communication channels, as well as, at various economic development conferences, functions, and meetings.

The purpose of this video is to help enhance the Economic Development department's efforts in business recruitment. The completed video will play a key part in promoting the Lakeside Business District and will provide the Town with a dynamic marketing tool that showcases new and upcoming spaces available for corporate office relocations and commercial development.

Funding for this video was approved with the FY 2022-2023 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$17,000

Proposed Expenditure/(Revenue)
\$17000

Account Number(s):
100-600-57000-5040

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

ATTACHMENTS:

1. 2023-07-18 Proposal

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

July 24, 2023

Mr. Ray Watson
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

**RE: Lakeside Business District Marketing Video
Flower Mound, Texas
TFM-22002**

Dear Mr. Watson,

We are pleased to offer this proposal for planning services for the proposed Lakeside Business District Marketing Video in Flower Mound, Texas.

PROJECT UNDERSTANDING

The subject properties to be showcased will include the proposed and existing developments located along FM 2499 in southern Flower Mound in the Lakeside Business District by including a Silveron Park Marketing video to append to the Lakeside marketing video.

SCHEDULE OVERVIEW

August 4th – Drone Flight

August 11th – Story Board

September 1st – Silveron Marketing Video

September 15th – Splice Silveron Marketing Video + Lakeside Marketing Video

ASSUMPTIONS

This proposal is based on the following assumptions:

- > Entire project will be designed and submitted in a single phase.
- > Architectural drawings, as well as, design preferences and direction for landscape design preferences, to be provided to “McAdams” or “Consultant” for design coordination. Architectural drawings to be provided in DWG Revit or Sketchup format.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

DUE DILIGENCE + PRELIMINARY DESIGN PHASE**A11.24 Marketing Illustrations:**

FEE: \$17,000

(billed percent complete)

- > **Marketing Video** – Consultant will prepare a marketing video to highlight the proposed development of Silveron Park and existing developments along 2499 in the Lakeside Business District composed of 3D models and aerial drone photography for video. 3D model of sites will be based upon CAD architectural elevations or architectural models of proposed architecture and current site plans for each development. Model will be animated using Lumion software in a coordinated flight path to showcase subject development from a variety of perspectives. One meeting and preliminary draft video will be available for comments and revision upon request. Additional edits after final draft will be billed at hourly rates. Final product delivery will be digital format.

EXTRA SERVICES**J. Additional Services**

When requested by Town of Flower Mound (“Client”) and confirmed by the Client and/or Consultant in writing, the Consultant shall perform services in addition to those described above in this Agreement and the Client shall compensate the Consultant by hourly charges in accordance with the attached Hourly Rate Schedule.

PROJECT SCHEDULE

The Consultant’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Schedule to be mutually agreed upon between Client and Consultant.

The time limits and schedule set forth above have been agreed to by the client and Consultant, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Consultant’s work on the project that are not the sole responsibility of the Consultant.

CLIENT RESPONSIBILITIES

Client shall be responsible for the following:

- > Notification to proceed;
- > Timely approval of sketches presented for Client approval;

- > Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- > Notification to Consultant of any problems, in accordance with Item 2 of Terms and Conditions.

Coordination with any subconsultants related to this Agreement will be provided by Consultant as additional services based on subconsultant fee(s) plus 12.5%.

EXCLUSIONS

The following services are not included in this Agreement:

- > Permit application, plans review or re-review fees.
- > Revised directives from Client after design has begun.
- > Court appearances for litigation, or preparation for same.
- > Legal advertisements for construction contracts.
- > Any costs incurred by Client or Consultant due to changes required by the approving authority or their inspectors after construction drawings have been approved.
- >

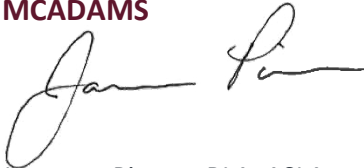
GENERAL CONDITIONS

- > The attached “Terms and Conditions” shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Hourly Rate Schedule.
- > Client is responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS

Jameson Pinson, RLA, ASLA
Director, Landscape Architecture

JP/mm/kr

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE
Chairman, President, Vice President	\$330-350 / hour
Department Head / Practice Lead	\$250-300 / hour
Planner	\$110-240 / hour
Project Manager	\$140-240 / hour
Technical Manager	\$140-240 / hour
Project Engineer	\$120-190 / hour
Licensed Professional	\$110-190 / hour
GIS Manager	\$190 / hour
GIS Technician	\$90-125 / hour
Designer	\$100-175 / hour
Intern	\$75-100 / hour
Administrative Assistant	\$80-110 / hour
Survey Technician	\$95-125 / hour
UAS LiDAR Technician	\$165-185 / hour
2 Man Survey Crew	\$145-165 / hour
UAS Crew	\$230-250 / hour
SUE Senior Project Manager	\$170 / hour
Vacuum Truck (Test Hole Priced Project-Specific)	\$3,100 / day
1 Man SUE Crew	\$95 / hour
2 Man SUE Crew	\$190 / hour
Construction Observer	\$140-160 / hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Client, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.60/each	Oversize Mylar Sepia	\$24.00/each
Paper Reproductions	\$2.40/each	Mylar Sepia	\$18.00/each
Specifications	\$0.12/each	Paper Sepia	\$6.00/each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.

5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

CLIENT'S INITIALS _____ **DATE** _____

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, the TOWN OF FLOWER MOUND ("Client") agrees and accepts the terms and conditions outlined below:

1. Payment

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Exceptions to this policy must be discussed with and agreed upon by a Consultant representative prior to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties. Past due amounts are subject to interest at a rate determined by the Prompt Payment Act, Government Code 2251.025.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT's services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice. In no way shall Client's failure to dispute the accuracy or appropriateness of an invoice limit the Consultant's obligations to meet the Standard of Care.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after receipt of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT for damages arising out of such fault, defect, error, omission, inconsistency or breach to the extent that such damages could have been avoided or mitigated by CLIENT's having provided timely notice to CONSULTANT.

3. Representations of CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

4. Ownership of Instruments of Service:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. Change Orders:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. CLIENT acknowledges and agrees that CONSULTANT shall have no obligation to take any action or perform any services in regards to a change order until CLIENT has provided written authorization to proceed (including CLIENT's agreement to pay CONSULTANT for the fees and costs associated therewith), and that CONSULTANT shall have no responsibility or liability for any damages or delays incurred by CLIENT as a result of CONSULTANT's not taking any action or performing any services until such written authorization is received.

6. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses or will possess the necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report. In no way does this section limit CONSULTANT'S obligation to meet the Standard of Care.

7. Hazardous Substances:

The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site.

8. Assignment and Third Parties:

Except as otherwise noted within this section, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities

undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld; provided, however, that CLIENT may assign this Agreement without prior written consent of CONSULTANT to a single-purpose entity (SPE) formed by CLIENT for the purpose of undertaking the development of the project contemplated herein, with CLIENT remaining jointly responsible with the SPE for the payment of all sums due and owing to CONSULTANT under this Agreement (and any change order or additional work authorization issued in connection therewith), whether accruing before or after such assignment by CLIENT. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. Project Site:

Should Client not be the owner of the project site, then Client agrees to notify the Owner of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold Consultant harmless against any claims by the Client or persons having possession of the site through the Owner which are related to such alteration or damage.

10. Survival:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and Consultant's right and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

11. Unforeseen Occurrences:

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

12. Force Majeure:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

13. Standard of Care:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar

locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement. CONSULTANT represents and warrants that it is duly licensed and/or legally authorized to perform the services contemplated by this Agreement. CONSULTANT agrees that any services performed hereunder failing to satisfy the Standard of Care will be promptly corrected or reperfomed at no cost to CLIENT such that all services, once corrected or reperfomed, satisfy the Standard of Care. If CONSULTANT is unable to carry out any such reperformance or correction, Client shall have the right to hire another professional to carry out such reperformance or correction and CONSULTANT shall reimburse CLIENT for the Consultant's fees specifically for the reperformance or correction by others.

14. Waiver of Consequential Damages/Limitation of Liability:

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to the extent of the CONSULTANT'S insurance coverage. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

15. Safety:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

16. Arbitration:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

17. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

18. Termination:

CLIENT may terminate the Agreement with or without cause and the CONSULTANT may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

19. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the

remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

20. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

21. Merger, Amendment:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

22. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Texas, excluding only its conflicts of laws principles.

23. Indemnity:

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT from all claims for bodily injury and property damage (other than to the Project itself and other property insured by CLIENT or CONSULTANT), including reasonable attorneys' fees, costs, and expenses, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of CLIENT or anyone employed directly or indirectly by CLIENT.

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from all claims for bodily injury and property damage (other than to the Project itself and other property insured by CLIENT or CONSULTANT), including reasonable attorneys' fees, costs, and expenses, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of CONSULTANT or anyone employed directly or indirectly by CONSULTANT.

24. Insurance:

Professional Liability Insurance with limits of no less than One Million Dollars (\$1,000,000), issued by an insurance carrier licensed to provide such coverage in the state where the Project is located for all negligent acts, errors, and omissions by CONSULTANT and its employees, that arise out of this Agreement.

Commercial General Liability covering bodily injury and property damage (including the property of the CLIENT and Indemnitees) with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate. This policy shall be primary to any policy or policies carried by or available to the CLIENT and/or any Indemnitee(s).

Workers' Compensation/Employer's Liability Insurance in full accordance with the statutory requirements of the state or states where the services are to be performed and shall include bodily injury, occupational illness or disease coverage.

Automobile Liability Insurance covering all operations of CONSULTANT pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

Excess Liability Insurance. CONSULTANT shall maintain excess liability insurance with a limit of not less than Two Million Dollars (\$2,000,000). Such insurance shall be excess of the Commercial General Liability insurance, Business Auto Liability

insurance and Employers Liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by CLIENT and shall be provided on a "following form basis". Continuing commercial excess coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

Upon execution of this Agreement and at every date of renewal of that policy, CONSULTANT shall cause a Certificate of Insurance to be issued. Provision of a valid Certificate of Insurance that meets the requirements of this Agreement is a condition precedent to the payment of any amounts due to CONSULTANT by the CLIENT.



TOWN COUNCIL AGENDA J.18. CONSENT ITEM(S)

DATE: August 7, 2023
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of a Resolution to formally dissolve the All Together Flower Mound Commission.**

BACKGROUND: The All Together Flower Mound (ATFM) Commission was created on August 2, 2021. On July 20, 2023, Town Council was provided an update on the ATFM Commission. It was determined that this Commission is no longer needed, and the work of ATFM can be done outside of the Commission structure. As such, other program options are being explored to broaden the community service opportunity, with emphasis on achieving the same or enhanced goals as previously outlined in the resolution that created the ATFM. The purpose of this item is to formally dissolve the ATFM.

BOARD REVIEW/CITIZEN FEEDBACK: NA

ALTERNATIVES:

FISCAL IMPACT: NA

Proposed Expenditure/(Revenue)
\$

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

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

ATTACHMENTS:

1. Resolution to dissolve ATFM

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

TOWN OF FLOWER MOUND

RESOLUTION NO. ____-23

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS REPEALING RESOLUTION 18-21 TO FORMALLY DISSOLVE THE ALL TOGETHER FLOWER MOUND COMMISSION; PROVIDING FOR THE RETENTION OF COMMISSION RECORDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound established the All Together Flower Mound Commission (the "Commission") with the approval of Resolution 18-21 on August 2, 2021; and

WHEREAS, the Town has determined that the Commission is no longer needed and the work can be performed outside of the Commission structure; and

WHEREAS, other programs are being explored to broaden community service opportunities with an emphasis on achieving the same or enhanced goals as the Commission, as previously outlined in Resolution No. 18-21; and

WHEREAS, current Commission members, if interested, are encouraged to apply for another Town board; and

WHEREAS, it is the intent of the Town Council to dissolve the Commission.

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

SECTION 1

The Town Council of the Town of Flower Mound, Texas hereby repeals Resolution 18-21 and dissolves the All Together Flower Mound Commission upon the approval of this Resolution.

SECTION 2

The creation minutes pertaining to the Commission are now hereby repealed upon approval of this Resolution.

SECTION 3

Any records created pertaining to the Commission shall be retained in accordance with the Town's adopted retention schedule.

SECTION 4

This resolution shall take effect immediately upon its adoption by the Town Council.

RESOLUTION NO. ____-23

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND,
TEXAS, THIS 7TH DAY OF AUGUST, 2023.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA J.19. CONSENT ITEM(S)

DATE: August 7, 2023

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company's requested rate increase.**

BACKGROUND: On June 30, 2023, Oncor Electric Delivery Company, LLC filed an Application to Amend its Distribution Cost Recovery Factor (DCRF) and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, Oncor asserts it is seeking an increase in distribution revenues of approximately \$152.78 million. Oncor is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately \$1.07 million.

The resolution authorizes the Town to join with the Steering Committee of Cities Served by Oncor (OCSC) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Accordingly, the purpose of the Resolution is to deny the DCRF application proposed by Oncor. All cities with original jurisdiction will need to adopt the Resolution prior to August 28, 2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0
N/A

LEGAL REVIEW: The town is using the Steering Committee of Cities Served by Oncor documents created by Lloyd Gosselink Rochelle & Townsend, P.C.

ATTACHMENTS:

1. Oncor Rate Case- Denial Resolution

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

RESOLUTION NO. _____

RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC's APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the Town of Flower Mound, Texas ("Town") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately \$152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

Section 1.

That the City is authorized to participate with Cities in PUC Docket No. 55190.

Section 2.

That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3.

That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4.

That the Company shall continue to charge its existing rates to customers within the City.

Section 5.

That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7.

That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President– Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

DULY PASSED AND APROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO _____. ON THIS 7TH DAY OF
AUGUST, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: August 7, 2023
FROM: Claire Barnes, Planner
ITEM: **Public Hearing to consider a request for a Site Plan (SP22-0009 – Flower Mound Medical Office Building) to develop a medical office building with an exception to ‘Underground Utilities’ pursuant to Section 82-377, Exceptions, of the Code of Ordinances. The property is generally located south of Cross Timbers Road and west of Churchill Drive. (PZ tabled this item to its July 24, 2023, meeting by a vote of 6 to 0 at its July 10, 2023, meeting.) (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)**

BACKGROUND:

- Lot Size – 4.19 acres
- Zoning – Office
- Building square feet – 12,500 sf medical office
- SMARTGrowth – Passed
- Traffic Analysis – Passed, the proposed development does not exceed the Town’s criteria for an impacted link as defined by SMARTGrowth.
- Exception – ‘Underground Utilities’ exception to maintain approx. 550 linear feet of overhead utilities.
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: On July 10, 2023, P&Z tabled this item in order to give the applicant time to research any potential impacts burying the overhead lines would have on their site design. The applicant provided an additional exhibit illustrating the impact of burying the overhead lines as well as an exhibit showing the location of other overhead power lines in the area. These exhibits are included in the packet. The item went back before the Commission on July 24, 2023, and the Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

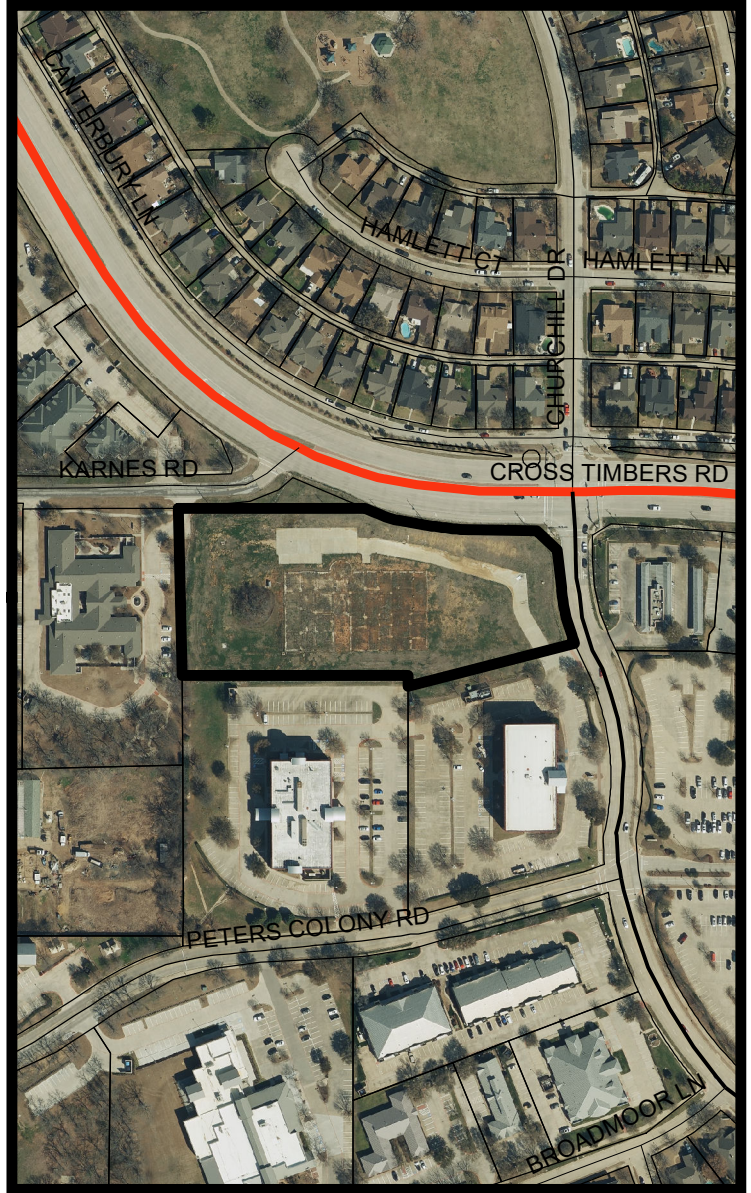
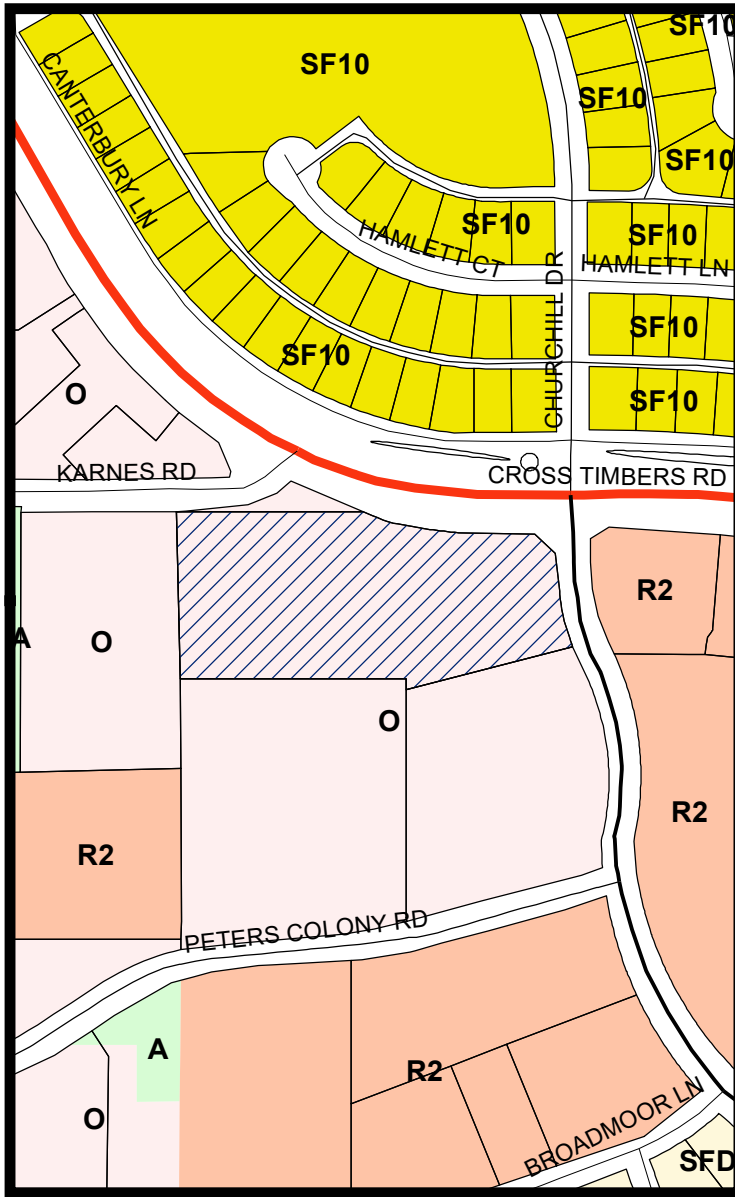
ATTACHMENTS:

1. Vicinity and Aerial Maps

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

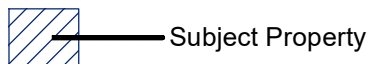
Vicinity Map

Reference Project: SP22-0009



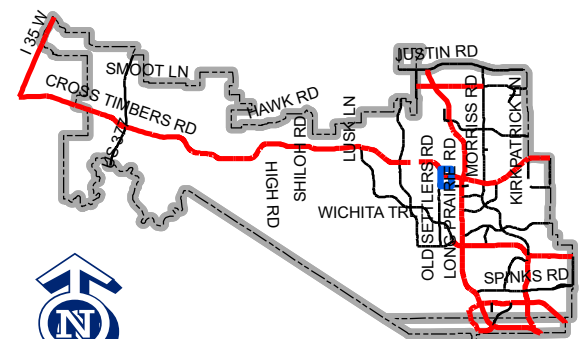
LEGEND

- Agriculture
- Office
- Retail 2
- Single Family 10
- Single Family Detached

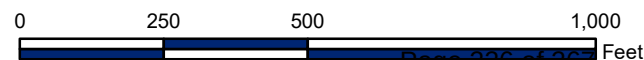


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Map Location





TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: August 7, 2023
FROM: Poornima Kashyap, Principal Planner
ITEM: **Public Hearing to consider a request for a Site Plan (SP23-0008 – Tesla SSD Flower Mound) to develop car sales dealership and service center with an exception to ‘Underground Utilities’ pursuant to Section 82-377, “Exceptions,” of the Code of Ordinances and an exception to the Architectural Standards of the Town’s Urban Design Plan for meritorious design. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)**

BACKGROUND:

- Lot Size – 5.33 total acres
- Zoning – PD-43 with Commercial-2 uses
- Building Size – 1 story, 51,391 sf car sales dealership and service center
- SMARTGrowth – Passed, with approval of Meritorious Design Exception
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions:
 1. Underground Utilities - exception to maintain approximately 40 linear feet of overhead utilities along Justin Road.
 2. Meritorious Design – exception to unified design them and earth tone requirements
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

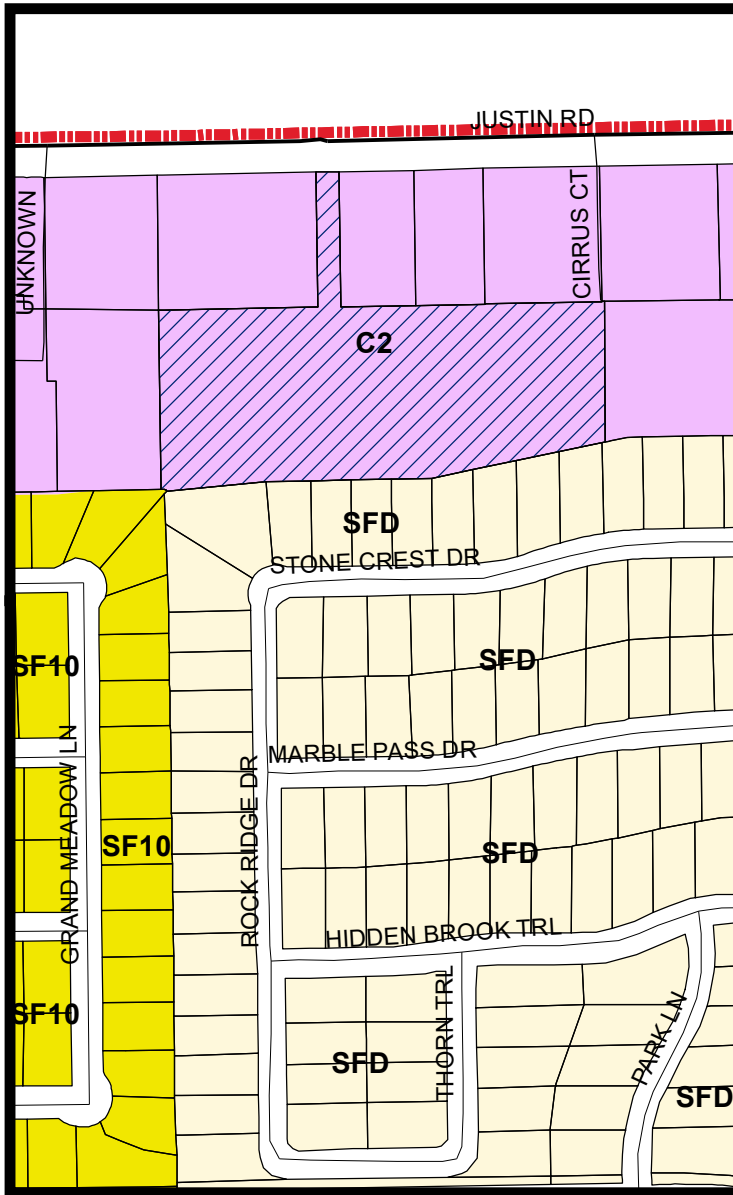
ATTACHMENTS:

1. Vicinity and Aerial Maps

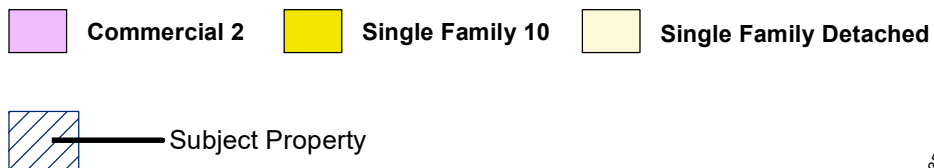
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

Reference Project: SP23-0008

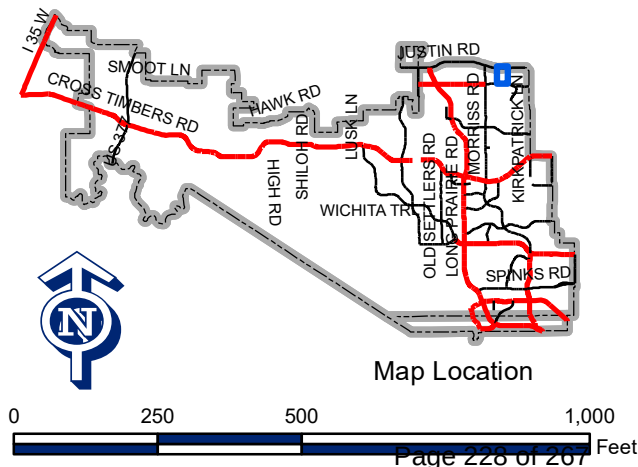


LEGEND



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Map Location



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: August 7, 2023
FROM: Poornima Kashyap, Principal Planner
ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 481 (SUP22-0004 – River Walk Pickle Ball Courts) to permit an amusement and recreation (outdoors) use. The property is generally located north of 1st Avenue and east of River Walk Drive. (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)**

BACKGROUND:

- Size – 1.554 total acres
- Zoning – Central Business District (CBD)
- Proposed use – 12 pickleball courts painted on the upper level of podium parking
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exceptions: None
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval of the SUP by a vote of 6 to 0, with a minor amendment to the proposed SUP conditions to match the hours of operation as presented by the applicant during the July 24, 2023, meeting. During deliberation, Commissioners discussed the possibility of painting the courts in a different color to clearly distinguish the boundary of pickleball courts from the white parking lot stripes. The applicant has provided an updated SUP exhibit indicating the courts painted in blue color, which has been attached to the draft ordinance.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

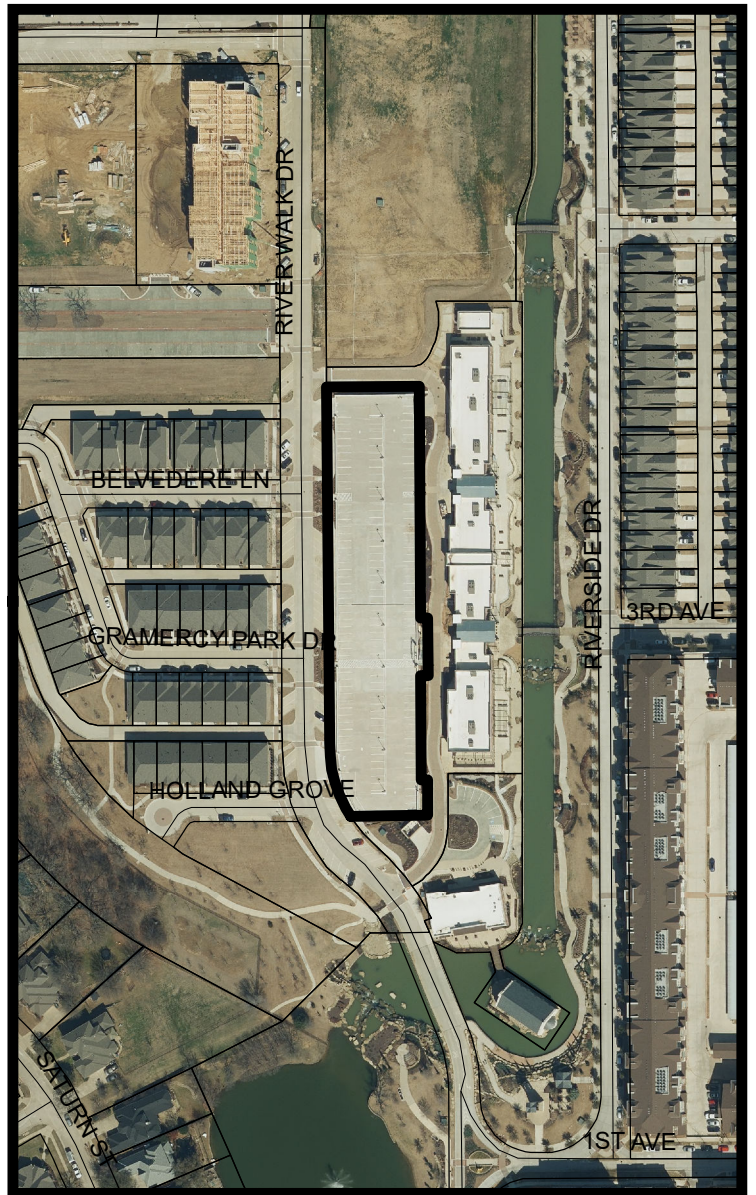
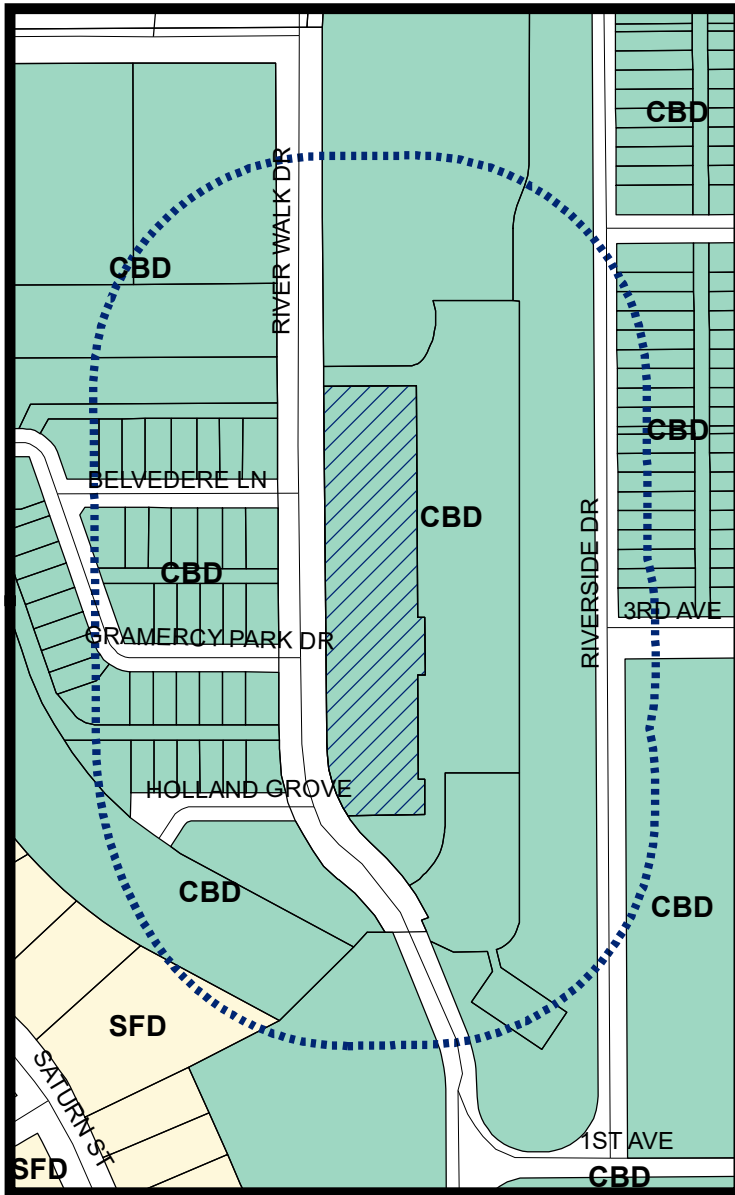
ATTACHMENTS:

1. Vicinity and Aerial Maps
2. DRAFT Ordinance
3. DRAFT Exhibits

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

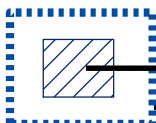
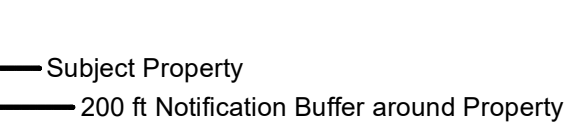
Vicinity Map

Reference Project: SUP22-0004



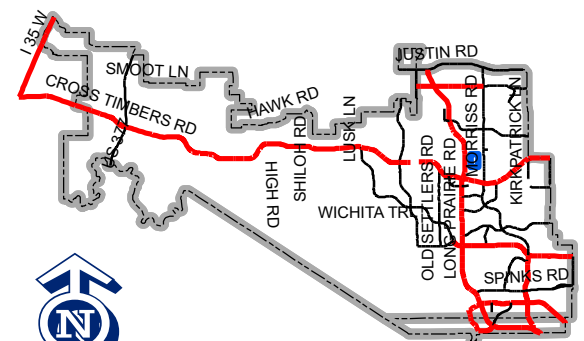
LEGEND

 Central Business District  Single Family Detached

 Subject Property
 200 ft Notification Buffer around Property

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Map Location

0 187.5 375 750 Feet

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 481 (SUP-481) FOR AN AMUSEMENT AND RECREATION (OUTDOORS) USE ON CERTAIN PROPERTY DESCRIBED AS 1.555 ACRES OF LAND AND BEING ALL OF LOT 5, BLOCK A, OF THE RIVER WALK AT CENTRAL PARK ADDITION, AND ZONED CBD CENTRAL BUSINESS DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, (the "Land Development Regulations") which ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 1.555 acres of land and being all of Lot 5, Block A, of The River Walk at Central Park Addition, (the "Property") has filed an application for a Specific Use Permit for an amusement and recreation (outdoors) use to allow pickleball courts on the upper level of the podium parking; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on July 24, 2023, and the Town Council of the Town held a public hearing on August 7, 2023, with respect to the Specific Use Permit described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Specific Use Permit on the Property; and,

WHEREAS, the Town Council of the Town finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general

public;

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

SECTION 1

The Land Development Regulations are hereby amended on the hereinafter described property and area as shown below:

1.555 acres of land, being all of Lot 5, Block A, of The River Walk at Central Park Addition, Denton County, Texas, and zoned CBD Central Business District.

The Property shall remain in the CBD Central Business District zoning district and Specific Use Permit No. 481 (SUP-481) is hereby approved to allow an amusement and recreation (outdoors) use, specifically to permit pickleball courts on the upper level of the podium parking, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. There shall be no more than 12 pickleball courts painted on the upper level of the podium parking.
2. The entire upper level of the podium parking shall be closed off during court use.
3. No outdoor storage of pickleball equipment shall be allowed.
4. The gates shall be equipped with Knox padlocks for emergency access.
5. Hours of operation for court use shall be:
 - Monday to Friday from 10:00 am to 6:00 pm
 - Tuesday, Wednesday, and Thursday from 6:00 pm to 9:00 pm
 - Saturday and Sunday from 10:00 am to 4:00 pm
6. The use of temporary lighting for the pickleball courts, the use of outdoor speakers, and installation of seating shall be prohibited.
7. Specific Use Permit No. 481 (SUP-481) shall be required to apply for automatic renewal upon the first anniversary of its effective date, pursuant to Section 98-954 of the Land Development Regulations. When required by Section 98-954, the director of development services shall forward the application to the Planning and Zoning Commission for consideration, and to the Town Council for approval, specifically to determine whether the use adversely impacts the surrounding area or

whether the conditions of operation should be amended. Following the initial one-year required automatic renewal, subsequent automatic renewal shall occur every two (2) years. The Planning and Zoning Commission may recommend, and the Town Council may accept the Commission's recommendation or otherwise approve, an alternative automatic renewal provision for future renewals at that time.

SECTION 2

The Conceptual Site Plan of the proposed amusement and recreation (outdoors) use, attached hereto as Exhibit "A" and incorporated herein for all purposes allowed by law, is hereby approved as the Conceptual Site Plan for Specific Use Permit No. 481 (SUP-481).

SECTION 3

The official Zoning Map of the Town is amended and the Executive Director of Development Services is directed to revise the official Zoning Map to reflect the approved Specific Use Permit No. 481 (SUP-481), as set forth above.

SECTION 4

The use of the Property shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town, including the regulations for the CBD Central Business District contained in The River Walk at Central Park ordinance.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

The Town Secretary of the Town is hereby directed to publish the caption in the official newspaper of the Town as required by Section 3.07 of the Charter of the Town.

SECTION 10

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

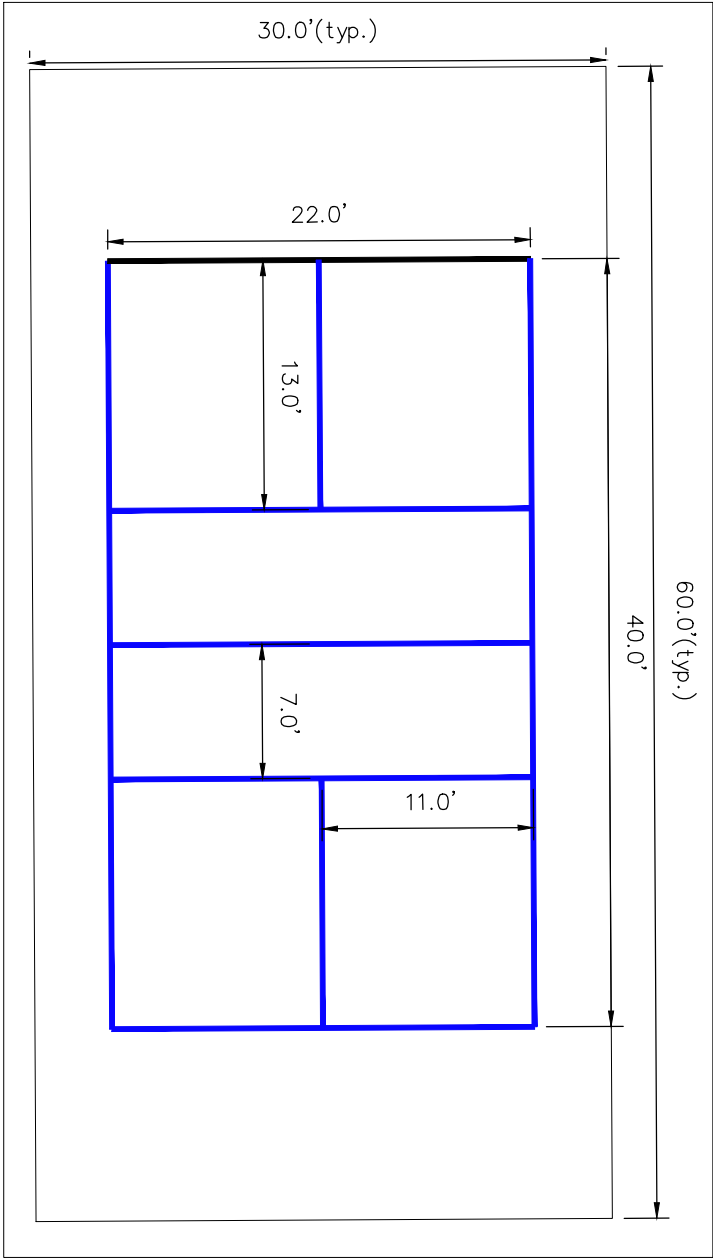
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 7TH DAY OF AUGUST, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

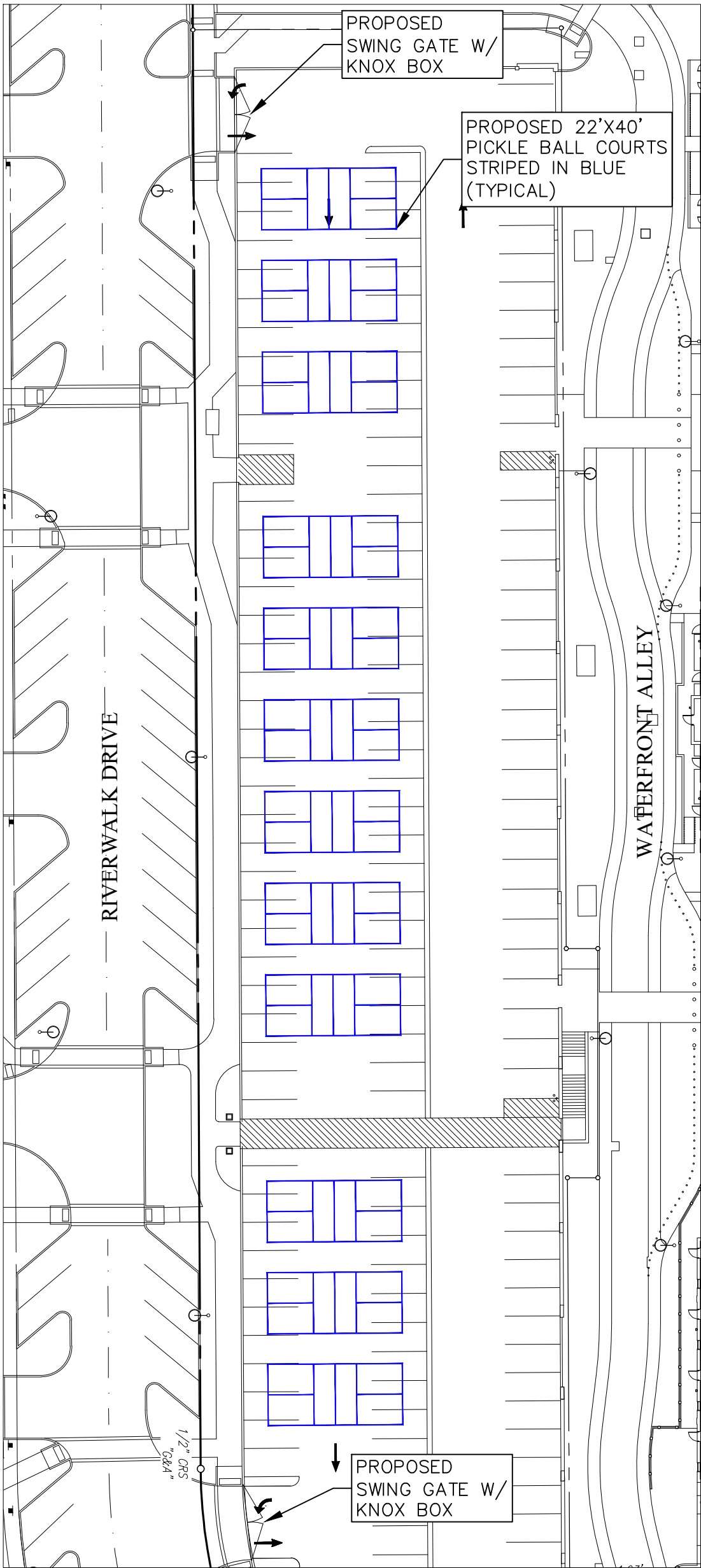
Theresa Scott, TOWN SECRETARY



SCALE: 1"=10'

GENERAL NOTES

- 1. WE WILL BE CLOSING THE ENTIRE UPPER LEVEL OF THE GARAGE WITH SWING GATES PERMANENTLY MOUNTED AT EACH OF THE ENTRANCES.
- 2. ONE GATE AT EACH ENTRANCE WITH A LOCK IN THE MIDDLE.
- 3. THE LOCKING SYSTEM WILL HAVE A KNOX LOCK AND LOCK WE CONTROL, SO THAT FIRE ACCESS IS ALWAYS PROVIDED.
- 4. PARKING IS PROVIDED IN THE LOWER LEVEL OF THE GARAGE AND ADJACENT STREETS.
- 5. COURTS ARE NOT TO BLOCK F.D.C LOCATIONS
- 6. COURT DIMENSIONS ARE 22'X40'.



PICKLE BALL COURT EXHIBIT
RIVER WALK

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com



DRAWN BY: ASC DATE: 07/28/2023 SCALE: 1" = 40' JOB. No. **MRW20000**



TOWN COUNCIL AGENDA K.4. REGULAR ITEM(S)

DATE: August 7, 2023

FROM: Melody Eby, Senior Economic Development Specialist

ITEM: **Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 880 International Parkway (Los Caminos FM Property LTD).**

BACKGROUND: Establishment of a reinvestment zone on the 1.292 acre property will facilitate a proposed Tax Abatement and Chapter 380 Agreement between the Town and Los Caminos FM Property LTD (aka Los Caminos), in exchange for the company constructing a 7,490 square foot Mexican restaurant.

Chapter 312 of the Texas Tax Code requires that municipalities wishing to execute a Tax Abatement Agreement designate a Tax Abatement Reinvestment Zone by ordinance after a public hearing. Notice of the subject public hearing appeared in the Denton Record-Chronicle on Saturday, July 1, 2023. Additionally, all other applicable taxing entities (Denton County & Lewisville Independent School District) were notified of the intention to establish the reinvestment zone on Wednesday, July 26, 2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)

Account Number(s):

LEGAL REVIEW: Elizabeth Yelverton, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Tax Abatement Reinvestment Zone for Los Caminos (Clean)

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, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL TAX ABATEMENT, WITHIN THE TOWN OF FLOWER MOUND, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas the ("Town") desires to promote the development or redevelopment of a certain contiguous geographic area within the Town by the creation of a reinvestment zone for commercial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended; and,

WHEREAS, a public hearing before the Town Council of the Town was scheduled and held at 6:00 p.m. on August 7, 2023, such date being at least seven (7) days after the date of publication of the notice of such public hearing, pursuant to Section 312.201(d) of the Texas Tax Code, as amended; and,

WHEREAS, the Town Council held such public hearing after publishing notice of such public hearing, and giving written notice to all taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone; and,

WHEREAS, the Town at such public hearing invited any interested person to appear and speak for or against the creation of the Tax Abatement Reinvestment Zone, the boundaries of the proposed Tax Abatement Reinvestment Zone, whether all or part of the territory should be included in such proposed Tax Abatement Reinvestment Zone, and the concept of tax abatement;

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

The Town, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of the Tax Abatement Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published at least seven (7) days before the hearing in a newspaper of general circulation within the Town, and mailed to all property taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone at least seven (7) days prior to the public hearing; and

- (b) That the boundaries of the Tax Abatement Reinvestment Zone should be the area as described in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That creation of the Tax Abatement Reinvestment Zone for commercial tax abatement with boundaries as described in Exhibit A will result in benefits to the Town, and to the land included within the Zone, and the improvements sought are feasible and practical; and
- (d) That the Tax Abatement Reinvestment Zone as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the Town”; and
- (e) That the Tax Abatement Reinvestment Zone as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in the Town’s Tax Abatement Guidelines and Criteria; and
- (f) That the Improvements proposed for the Tax Abatement Reinvestment Zone are feasible and practical and would be a benefit to the land and to the Town after the expiration of any tax abatement agreement.

SECTION 3

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the Town of Flower Mound, Texas, hereby creates a Tax Abatement Reinvestment Zone for commercial tax abatement encompassing only the area described in Exhibit A, and such Tax Abatement Reinvestment Zone is hereby designated.

SECTION 4

The Tax Abatement Reinvestment Zone shall take effect immediately upon passage of this Ordinance. The Tax Abatement Reinvestment Zone is effective for five (5) years and may be renewed for periods not to exceed five (5) years. The expiration of the designation of the Tax Abatement Reinvestment Zone does not affect an existing tax abatement agreement.

SECTION 5

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

SECTION 6

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

SECTION 7

This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF __TO __, ON THIS THE 7TH DAY OF AUGUST, 2023.

APPROVED:

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Exhibit "A"

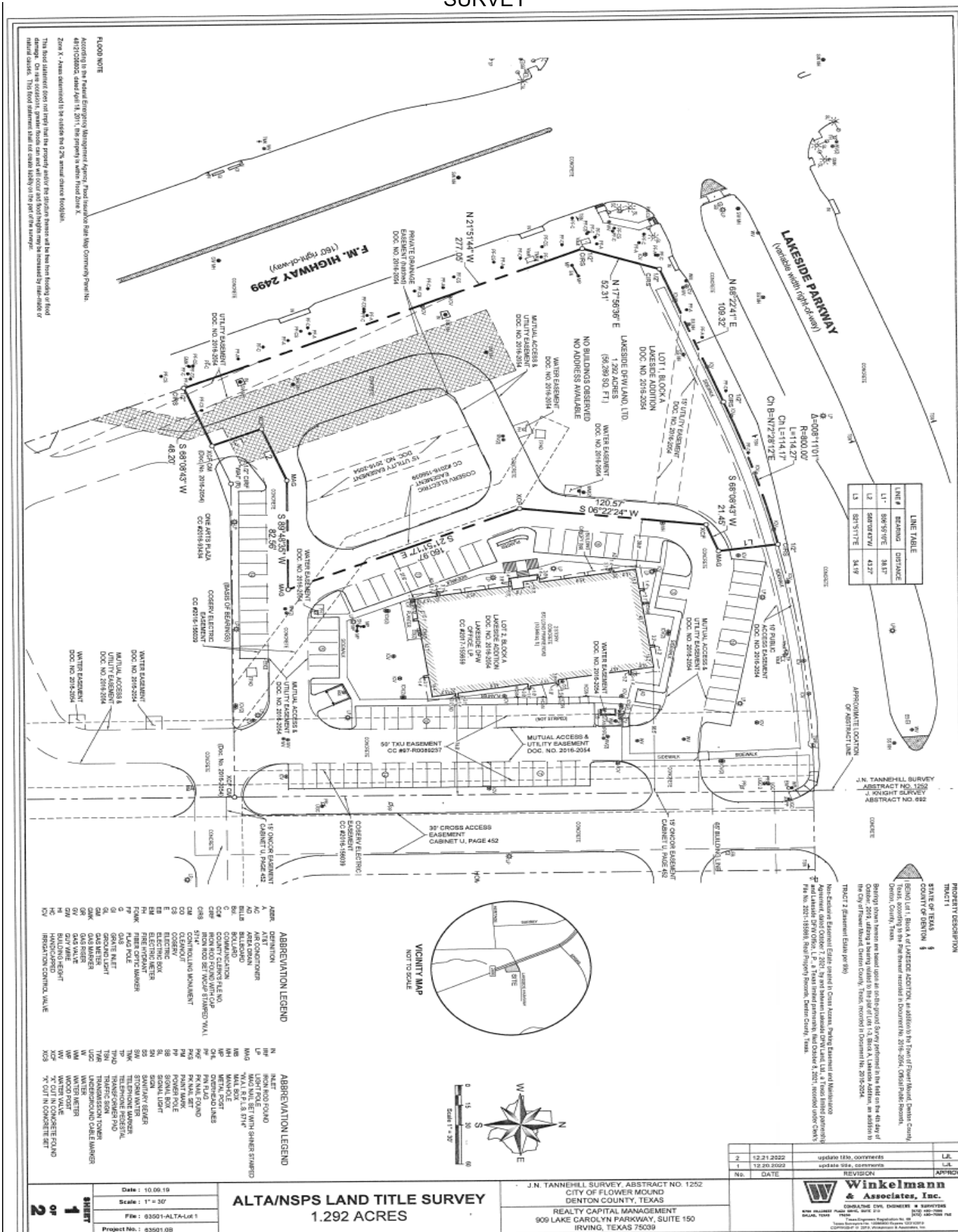
LEGAL DESCRIPTION

**STATE OF TEXAS
COUNTY OF DENTON**

Lot 1, Block A of LAKESIDE ADDITION, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Document No. 2016-2054, Official Public Records, Denton, County, Texas.

Exhibit “B”

SURVEY





TOWN COUNCIL AGENDA K.5. REGULAR ITEM(S)

DATE: August 7, 2023

FROM: Melody Eby, Senior Economic Development Specialist

ITEM: **Public Hearing to consider approval of a Chapter 380 and Tax Abatement Agreement with Los Caminos FM Property LTD (aka Los Caminos), for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.**

BACKGROUND: The subject request relates to the proposed Tax Abatement and Chapter 380 Agreement between the Town and Los Caminos FM Property LTD (aka Los Caminos). Los Caminos FM Property LTD proposes to make an approximately \$7.2 million capital investment in the construction of a high-end, Mexican restaurant with 7,490 square feet of dining space. The property subject to the agreement is located at 880 International Parkway, a 1.292-acre tract of land, generally located at the southeast corner of International Parkway and Lakeside Parkway.

The proposed Chapter 380 and Tax Abatement Agreement provides for a 5-year tax abatement on real and tangible personal property taxes (years 1-3 at 65% and years 4-5 at 50%), a new business grant equal to 100% of impact fees (\$18,698), a 5-year sales tax rebate (years 1-3 at 65% and years 4-5 at 50%), and building permit fee waivers (\$3,632). To be eligible for the sales tax rebate, the restaurant must generate a minimum of \$5,500,000 in net sales after one year and increasing by a minimum of 3% for each year thereafter until the completion of Year 5. A 15-year cost-benefit analysis indicates a total cost to the Town of \$301,283 and providing a minimum net benefit of over \$2,487,676. The payback period to the Town is approximately four years.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: Sales tax rebate (5-year period) estimated annually at \$33,000-\$42,000, dependent upon sales tax received by the Town and New Business Grant equal to 100% of impact fees (\$18,698)

Proposed Expenditure/(Revenue)

Estimated annual expense: \$33,000 - \$42,000
\$18,698

Account Number(s):

100-600-81000-5320
100-600-57000-5320

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

ATTACHMENTS:

1. Los Caminos Ch 380 Tax Abatement - FINAL
2. Los Caminos Cost Benefit Analysis - FINAL

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

**TAX ABATEMENT AND CHAPTER 380 AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND &
LOS CAMINOS FM PROPERTY LTD.**

This Tax Abatement and Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”) and Los Caminos FM Property Ltd., a Texas limited partnership (“**Owner**”). Town and Owner may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, on or about December 17, 2007, the Town adopted Resolution No. 37-07 electing to become eligible to participate in tax abatement agreements, in accordance with Section 312.002(a) of the Texas Tax Code; and

WHEREAS, the Town also adopted and/or reaffirmed tax abatement guidelines and criteria, in accordance with Section 312.002 of the Texas Tax Code (hereinafter referred to as the “**Town’s Tax Abatement Guidelines and Criteria**”); and

WHEREAS, the Town’s Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town, as contemplated by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, on or about August 7, 2023, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. ____ establishing a Tax Abatement Reinvestment Zone (“**Zone**”) in the Town of Flower Mound, Texas, for commercial-office tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, this abatement of real property taxes will maintain and enhance the economic and employment base of the Town, thereby benefiting the Town, in accordance with the Tax Abatement Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, finds that the contemplated use of the Real Property, and the Improvements to the Real Property as set forth in this Agreement, and the other terms hereof are consistent with encouraging continued reinvestment within the Zone in the Town of Flower Mound, Texas, in accordance with the purposes for its creation, and are in compliance with the Town’s Tax Abatement Guidelines and Criteria, and Chapter 312 of the Texas Tax Code; and

WHEREAS, the Owner acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the Town also desires to provide incentives to the Owner pursuant to Chapter 380 of the Texas Local Government Code to construct a high-end, immersive Mexican restaurant; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State and Town, by eliminating unemployment or underemployment in the State and Town, and enhancing business and commercial activity within the State and Town; and

WHEREAS, the Town finds that it is in the public interest to provide the tax abatement and 380 agreement.

NOW THEREFORE, for and in consideration of the recitals above and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement”, “Town”, “Owner”, “Parties”, “Party”, “Zone”, and “Town’s Tax Abatement Guidelines and Criteria” shall have the meanings provided in the recitals above.

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with Owner, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“Base Year Tax Value” means the assessed value of the Real Property (undeveloped land) according to the Denton Central Appraisal District for Tax Year 2023.

“Certificate of Occupancy” means the document issued by the Town to Owner certifying the Improvements’ compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Effective Date” shall mean the last date this Agreement is executed by the Parties.

“Expiration Date” shall mean the date of payment of the last of the Grants, which date shall not exceed ten (10) years from the Effective Date, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“First Year of Abatement” shall mean January 1 of the calendar year immediately following the date Owner receives a Certificate of Occupancy for the Improvements.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“Grants” shall collectively mean the New Business Grant, Sales Tax Rebates, and any fee waivers authorized herein.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Owner or any property or any business owned by the Owner within the Town.

“Improvements” shall mean the Restaurant and related amenities to be constructed upon the Real Property.

“New Business Grant” means the grant from the Town in an amount equal to 100% of the Town impact fees (water, wastewater, public infrastructure, and roadway) paid by Owner and received by the Town, which are attributable to the construction of the Improvements.

“Payment Request” means a written request from Owner to Town for payment of the New Business Grant, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Owner is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Real Property” means the approximately 1.29-acre tract of land generally located on the southeast corner of International Parkway and Lakeside Parkway, Town of Flower Mound, Texas, and as depicted on the attached Exhibit “A” and more particularly described by lot and block description on the attached Exhibit “B”.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Owner.

“Restaurant” means a high-end Mexican restaurant named “Los Caminos” located on the Real Property, which will have 7,490 square feet of occupiable restaurant space, totaling approximately 300 dining seats between the main dining room, private dining room, high-top lounge, bar, and patio.

“Sales Tax Rebates” means the rebates from the unrestricted one percent (1%) municipal sales tax revenues that are solely attributable to the Restaurant operating within the Real Property and collected by the Texas Comptroller of Public Accounts from the sales of goods and services resulting in tax revenues remitted to and actually received by the Town, as further described in Section 4.4. Each individual rebate payment will be referred to as a “Sales Tax Rebate.”

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Owner and located at the Real Property.

“Taxable Value” shall mean the appraised value of the Improvements, or the appraised value of the Tangible Personal Property, as applicable, as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” shall have the meaning assigned to such term in Section 2.2.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Owner and the Improvements to the Town. The terms of this Agreement shall implement the program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 OWNER OBLIGATIONS

In order to receive the tax abatements, New Business Grant, Sales Tax Rebates, and waiver of fees by Town, the Owner agrees and covenants as follows:

3.1 Construction of Improvements. Owner agrees to design and construct, or cause to be designed and constructed, the Improvements. Owner must, subject to events of Force Majeure, receive a Certificate of Occupancy for the Improvements on or before February 1, 2025.

3.2 Compliance with Laws. Owner agrees to construct the Improvements in accordance with the site plan attached hereto as Exhibit “A” and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof). Owner will provide access to and authorize inspection of the Real Property and Improvements by Town employees to ensure that the Improvements are made according to the specifications and conditions of this Agreement.

3.3 Use and Tenancy. The Real Property and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the Town's Comprehensive Zoning Ordinance and all other Town development and building regulations, as amended or otherwise specified in this Agreement, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the Zone.

3.4 Good Standing. Owner shall not have an uncured breach or default of this Agreement or a Related Agreement. Additionally, Owner shall, before May 1 of each calendar year that the Agreement is in effect, certify in writing to the Town that it is in compliance with each term of the Agreement.

3.5 Audit. Owner shall grant access to Town, or such other persons or entities designated by Town for the purposes of inspecting, at Owner's office, during Owner's normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Owner's performance of this Agreement ("**Owner Records**"), provided that Town has provided five (5) business days prior notice, and Town or its representatives shall not unduly disrupt Owner's operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by Town, or such other persons or entities designated by Town in accordance with state and federal laws, regulations or directives applicable to Owner's performance of this Agreement.

Town agrees, to the extent allowed by law, to maintain the confidentiality of the Owner Records; however, Owner understands and agrees that all Owner Records relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the Town shall submit to the Texas comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the Town's request, Owner agrees to provide the Town access to contract documents, invoices, receipts, records, and reports to verify Owner's compliance with this Agreement.

3.6 Exemption Application. It shall be the responsibility of the Owner to file an annual exemption application form for the Real Property with the Denton County Appraisal District. A copy of the respective exemption application shall be submitted to the Town upon request.

ARTICLE 4 TOWN OBLIGATIONS

Subject to Owner's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Article, Town will be obligated to do the following:

4.1 Tax Abatement. Subject to the terms and conditions of this Agreement, Town hereby grants Owner an abatement, beginning with the First Year of Abatement, of sixty-five percent (65%) of the Taxable Value of the Improvements constructed upon the Real Property for a period of three (3) consecutive years ("**Three Year Period**") and sixty-five percent (65%) of the Taxable

Value of the Tangible Personal Property during the same Three Year Period, and beginning immediately after the Three Year Period, an abatement of fifty percent (50%) of the Taxable Value of the Improvements constructed upon the Real Property and an abatement of fifty percent (50%) of the Taxable Value of the Tangible Personal Property for an additional two (2) year period. The actual percentage of Taxable Value of the Real Property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Improvements that exceeds the Base Year Tax Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located on the Real Property in each year covered by this Agreement other than Tangible Personal Property that was located on the Real Property at any time before the Term of this Agreement, including inventory and supplies.

4.2 New Business Grant. The Town agrees to pay Owner the New Business Grant within forty-five (45) days after: (i) the Owner receives a Certificate of Occupancy for the Improvements; and (ii) the Town's receipt of a Payment Request.

4.3 Permit Fee Waiver. The Town agrees to waive the following permit and related fees for construction of the Improvements: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees, lighting plan review fees, fire sprinkler permit fees, and irrigation permit fees. To the extent that any of the foregoing fees have been paid by or on behalf of Owner prior to the Effective Date, then Town shall refund such fees to Owner within thirty (30) days from and after the Effective Date. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

4.4 Sales Tax Rebates.

(a) Restaurant Sales. Town agrees to pay Owner an amount equal to sixty-five percent (65%) of Town's unrestricted one percent (1%) municipal sales tax revenues remitted to and actually received by the Town and attributed solely to those sales and revenues from the Restaurant operating within the Real Property beginning at such time as the first taxable sale occurs at the Restaurant, generating sales tax to the Town, and continuing thereafter for three (3) years (Years 1-3). Upon completion of the third year, Town agrees to pay Owner an amount equal to fifty percent (50%) of its unrestricted one percent (1%) municipal sales tax revenues remitted to and actually received by the Town and attributed solely to those sales and revenues from the Restaurant operating within the Real Property for the next two years (Years 4-5). Sales Tax Rebates will be subject to the following requirements:

(i) Timing of Payments. The Sales Tax Rebates will be paid on an annual basis. The Town covenants and agrees to make annual payments to Owner within forty-five (45) days following its receipt of the latter of: (a) the sales tax reports each month of the applicable year; (b) the reports or other information establishing the amounts of received sales tax from the Comptroller's office for each month in the applicable year; (c) the Town's receipt of the sales tax from the Comptroller's office for each month of the applicable year; and (d) a Payment Request.

(ii) Minimum Annual Net Sales Requirements. Owner must receive no less than \$5,500,000 in net sales after one year of the first taxable sale occurring at the Real Property and increasing by a minimum of three percent (3%) for each year thereafter until the completion of Year 5. Failure to achieve the net sales requirements of this Section 4.4(ii) will not be a default of this Agreement, but will result in a forfeiture of a Sales Tax Rebate for the year in which the requirements of this Section 4.4(ii) were not met.

(iii) Timely Payment Request. If Owner shall fail to timely submit a Payment Request for a particular year, then the Town will give Owner written notice of Owner's failure to timely submit such request, and Owner shall have thirty (30) calendar days calculated from the date on which such written is given in which to submit a Payment Request. Failure to timely submit a Payment Request for a given year within thirty (30) days after notice shall operate as a forfeiture of the Sales Tax Rebate for that calendar year.

(b) Erroneously Paid Sales and Use Tax. In the event the Comptroller determines, for any reason, that any sales taxes were erroneously paid to Town from the sales provided for herein and Town is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the sales taxes received by Town under this Agreement, and in the event the calculation of sales taxes paid for a Sales Tax Rebate shall reflect an overpayment by Town to Owner, Owner agrees to reimburse Town the amount of such overpayment within sixty (60) days of the Town's notification. Notification of any such required adjustment will be provided to Owner at the earliest practical date. This Section 4.4(b) will survive termination of this Agreement.

ARTICLE 5 TERMINATION; REPAYMENT; OFFSET

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Owner or Town, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Owner shall have become delinquent (provided, however, Owner retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within ten (10) business days after written notice to Owner;
- (d) upon written notice by Town, if Owner suffers an Event of Bankruptcy or Insolvency; or

(e) upon written notice by Owner or Town, if any subsequent Federal or State legislation or any final decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 Repayment.

(a) Owner Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), (d), or (e), Owner shall within thirty (30) days of termination refund to Town: (i) an amount equal to the amount of the New Business Grant, Sales Tax Rebate, and all fee waivers that have been provided by Town to Owner prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid; and (ii) all real property taxes abated under this Agreement.

(b) Additional Remedies. Upon termination of this Agreement by Town, all taxes abated as a result of this Agreement shall become a debt to the Town which may be recaptured by Town pursuant to the Tax Abatement Act, and as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. The Town shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax. The Town at its sole discretion has the option to provide a repayment schedule. The liquidated damages shall constitute a tax lien against the Real Property. Further, the liquidated damages shall incur penalties and interest as provided for delinquent taxes in the Texas Tax Code and shall commence to accrue after expiration of the thirty (30) day payment period.

(c) Survival of Repayment Obligations. The repayment obligations of Owner set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Offsets. Town may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

5.4 INDEMNIFICATION. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE OWNER, OR THEIR CONTRACTORS PURSUANT TO THIS AGREEMENT. OWNER HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE “TOWN REPRESENTATIVES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR

DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE TOWN REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF THE OWNER, OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. OWNER DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE TOWN REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OWNER'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF OWNER, OR ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE TOWN REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE TOWN REPRESENTATIVES AND OWNER, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE OWNER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY OWNER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, are deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The Parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

If intended for Town, to: Town of Flower Mound, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Flower Mound, TX 75028

With a copy to: Flower Mound Town Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for Owner, to: Los Caminos FM Property Ltd.
Attn: Jimmy Archie
909 Lake Carolyn Parkway, Suite 150
Irving, Texas 75039
RE: TA & Ch 380 Agrmnt.- Los Caminos

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.7 Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement must be in a court of competent jurisdiction in Denton County, Texas

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties, or as required by Texas Tax Code Sec. 312.205 (7).

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the balance of this

Agreement will be deemed enforceable and must be read as if the Parties intended at all times to delete said invalid, illegal, or unenforceable provisions.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the Town.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for indirect, special, consequential damages (including lost profits), or exemplary damages.

6.14 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the New Business Grant, abate taxes, or otherwise extracts or imposes any penalty or other restriction upon the payment of the New Business Grant or abatement of taxes, such payment and abatements will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Owner as of the effective date of such limitation or restriction.

6.15 Undocumented Workers. Owner certifies that Owner and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner or any of their branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Owner of the violation.

6.16 Governmental Function. The Parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or to attraction of major investment in the Zone that would be a benefit to the Real Property. The Parties further agree this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying

out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

6.17 Governmental Immunity. The parties hereby acknowledge and agree that nothing contained in this Agreement shall be construed as constituting a waiver of their police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. To the extent a Court of competent jurisdiction determines that the Town's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the Town's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

6.18 Attorney's Fees. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

6.19 Texas Boycott Prohibitions. To the extent required by Texas law, Owner 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 this Agreement discriminate against a firearm entity or firearm trade association; (2) it does not "boycott Israel" as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; and (3) it does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of this Agreement.

6.20 380 Grant Limitations. Under no circumstances shall the obligations of the Town hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the Town agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the Grants for this Agreement. Further, Town shall not be obligated to pay any lienholder, commercial bank, lender, or similar person or financial institution for any loan or credit agreement made by the Owner. None of the obligations of Town under this Agreement shall be pledged or otherwise encumbered by the Owner in favor of any lienholder, commercial bank, lender, or similar person, or financial institution.

6.21 Ethics Disclosure. To the extent required by law, Owner represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the Town and the contract identification number, Town is not responsible for the information contained

in the Form 1295. The information contained in the Form 1295 has been provided solely by Owner and Town has not verified such information.

6.22 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

[Signatures on following page]

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, on this ____ day of _____, 2023.**

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Derek France, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2023,
Derek France, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on
behalf of said Town.

Notary Public, State of Texas

OWNER:

LOS CAMINOS FM PROPERTY LTD.

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2023,
by _____, the _____ of LOS CAMINOS FM PROPERTY LTD.

Notary Public, State of Texas

Site Plan

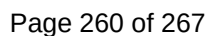


EXHIBIT “B”

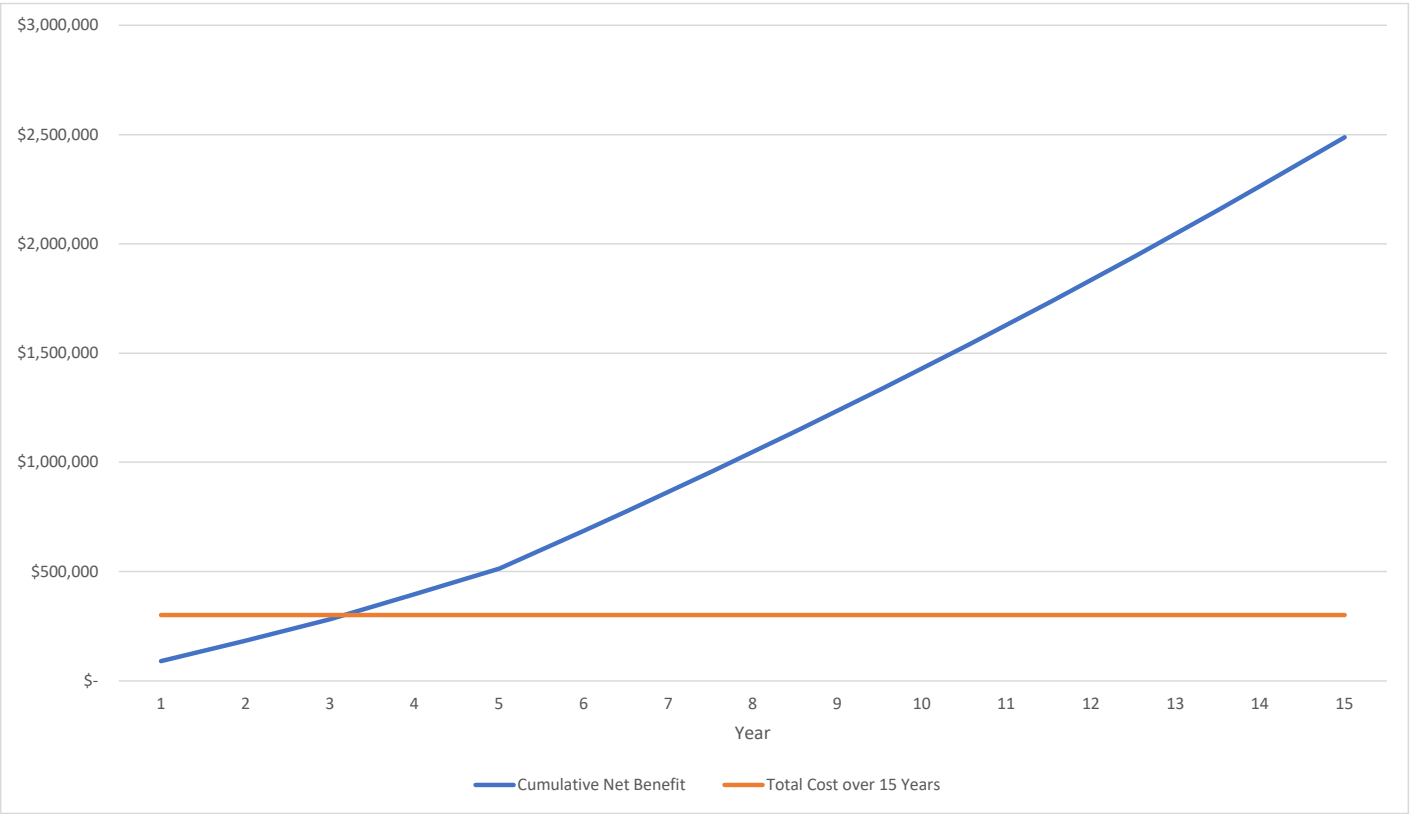
Legal Description

STATE OF TEXAS

COUNTY OF DENTON

BEING Lot 1, Block A of LAKESIDE ADDITION, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Document No. 2016--2054, Official Public Records, Denton, County, Texas.

Los Caminos Cost-Benefit Analysis																	
Benefit		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
+3% rate	Real Property Value (Minus \$1,013,031 DCAD Value)	5,753,000	5,925,590	6,103,358	6,286,458	6,475,052	6,669,304	6,869,383	7,075,464	7,287,728	7,506,360	7,731,551	7,963,497	8,202,402	8,448,474	8,701,929	433,348
	Real Property Tax Revenue	23,300	23,999	24,719	25,460	26,224	27,011	27,821	28,656	29,515	30,401	31,313	32,252	33,220	34,216	35,243	
+1% rate	Business Personal Property Value	1,578,256	1,594,039	1,609,979	1,626,079	1,642,340	1,658,763	1,675,351	1,692,104	1,709,025	1,726,115	1,743,376	1,760,810	1,778,418	1,796,203	1,814,165	102,890
	Business Personal Property Tax Revenue	6,392	6,456	6,520	6,586	6,651	6,718	6,785	6,853	6,922	6,991	7,061	7,131	7,203	7,275	7,347	
+3% rate	Annual Taxable Sales	6,000,000	6,180,000	6,365,400	6,556,362	6,753,053	6,955,644	7,164,314	7,379,243	7,600,620	7,828,639	8,063,498	8,305,403	8,554,565	8,811,202	9,075,538	2,231,870
	Annual Taxable Sales Revenue	120,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573	161,270	166,108	171,091	176,224	181,511	
	Building Permit Fees	2,153															
	Impact Fees	18,698															\$20,851
Cost		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
65% (1-3), 50% (4-5)	Real Property Tax Abatement	15,145	15,599	16,067	12,730	13,112											72,653
65% (1-3), 50% (4-5)	Sales Tax Rebate	39,000	40,170	41,375	32,782	33,765											187,092
65% (1-3), 50% (4-5)	Business Personal Property Abatement	4,155	4,196	4,238	3,293	3,326											19,208
100%	Building Permit Fee	3,632															3,632
100%	Impact Fee Grant	18,698															18,698
Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
	Benefit (total amount of all categories)	170,542	154,054	158,547	163,173	167,936	172,842	177,892	183,094	188,449	193,964	199,643	205,492	211,514	217,715	224,101	2,788,959
	Cost	80,630	59,965	61,680	48,805	50,203	0	0	0	0	0	0	0	0	0	0	301,283
	Net Benefit	89,913	94,089	96,867	114,368	117,734	172,842	177,892	183,094	188,449	193,964	199,643	205,492	211,514	217,715	224,101	2,487,676
	Cumulative Net Benefit - Total Cost (Per Year)	-211,370	-117,281	-20,415	93,954	211,687	384,529	562,421	745,515	933,964	1,127,928	1,327,572	1,533,063	1,744,577	1,962,292	2,186,393	12,464,830
	Total Benefit- Total Cost	-130,741	23,314	181,861	345,034	512,970	685,812	863,704	1,046,798	1,235,247	1,429,212	1,628,855	1,834,346	2,045,860	2,263,575	2,487,676	16,453,524
	Breakeven	9,283	34,124	35,186	65,564	67,531	172,842	177,892	183,094	188,449	193,964	199,643	205,492	211,514	217,715	224,101	2,186,393
	Cumulative Net Benefit	89,913	184,002	280,869	395,237	512,970	685,812	863,704	1,046,798	1,235,247	1,429,212	1,628,855	1,834,346	2,045,860	2,263,575	2,487,676	
	Total Cost over 15 Years	301,283	301,283	301,283	301,283	301,283	301,283	301,283	301,283	301,283	301,283	301,283	301,283	301,283	301,283	301,283	





TOWN COUNCIL AGENDA K.6. REGULAR ITEM(S)

DATE: August 7, 2023
FROM: Clay Riggs, Dir of Public Works
ITEM: Discussion regarding the current master planned cross-section of Scenic Road.

BACKGROUND: At the July 20, 2023 Town Council Work Session, Town Council requested a discussion item regarding the current master planned cross-section of Scenic Road south of FM 1171. The cross-section of Scenic Road is a Rural Collector as shown in the [Town Thoroughfare Plan](#).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

DRAFT MOTION: Discuss and provide staff with direction.



TOWN COUNCIL AGENDA K.7. REGULAR ITEM(S)

DATE: August 7, 2023

FROM: Theresa Scott, Town Secretary

ITEM: **A resolution of the Town Council of the Town of Flower Mound Texas, creating a Charter Review Commission (CRC) approving a charge for the CRC, providing that the Town Council shall appoint members to the CRC; making findings relative thereto; and providing for an effective date.**

BACKGROUND: The [Flower Mound Home Rule Charter](#) was originally adopted on November 3, 1981. It has subsequently been amended seven times, most recently in 2019. The Town Council opted to review the Charter in 2019, with amendments presented to the voters in May 2019.

The Town Council is required by the Charter to begin a review of the Charter every fifth year after 2011(Section 11.20 of the Town Charter). At the July 17 Town Council meeting, Council opted to appoint a Charter Review Commission (CRC) comprising of six members for this purpose. Once appointed, the CRC would begin reviewing the Charter and make recommendations to the Town Council for changes to the Charter or recommend that no changes be considered, and with the following schedule:

Nov 6 - CRC interim report to Council

Dec 4 - CRC final report to Council, including any Charter amendment recommendations

Feb 6 - Call election (May 4, 2024)

Town Council will have the opportunity to discuss any proposed Charter amendments on the 12/4, 12/18, and 1/15 meeting dates, and with an Ordinance to call the May 4, 2024 election, including any Charter amendments, on February 5, 2024. The last statutory date to call the election is February 16, 2024.

The Town's management and legal team were contacted for any charter items they believe warrant a review, and those recommendations are as follows:

1. Section 4.02 – Town Manager – Appointment and qualifications.
Review the residency within 6 months provision for the Town Manager with consideration for a longer time frame given a fluctuating housing market.
2. Section 3.05 – Mayor.
Review the designation by the mayor to authorize the Town Manager to sign contracts not to exceed \$15,000 with consideration for a higher amount due to market changes since this amount was established in 2004.
3. Section 7.17 - Election Required for Certain Public-Private Partnerships.
Study economic development implications of the public-private partnership provision.

The Town Attorney will be involved in the Charter review process as warranted, particularly on any suggested changes.

This item presents a resolution to create a Charter Review Commission. The resolution will be modified to reflect the CRC's charge based on Council direction and member names as designated by the Council will also be added.

Charter amendments may be submitted to the voters of the Town in accordance with Texas Election Code.

BOARD REVIEW/CITIZEN FEEDBACK: NA

ALTERNATIVES: NA

FISCAL IMPACT: NA

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

ATTACHMENTS:

1. Resolution - Charter_2023

DRAFT MOTION: Move to approve a Resolution of the Town Council of the Town of Flower Mound, Texas, creating a Charter Review Commission, consisting of the following members:

1. _____, Chair and voting member
2. _____
3. _____
4. _____
5. _____
6. _____

and to approve a charge for the Charter Review Commission, as discussed.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CREATING A CHARTER REVIEW COMMISSION; APPROVING A CHARGE FOR THE CHARTER REVIEW COMMISSION; PROVIDING THAT THE TOWN COUNCIL SHALL APPOINT MEMBERS TO THE CHARTER REVIEW COMMISSION; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Charter serves as the governing document for the actions of the Town Council and staff, establishes a structure and sets boundaries for the Town, and creates the basic guidelines and principles under which the Town operates; and

WHEREAS, it is the desire of the Town Council to review the Town Charter to ensure public interest is maintained; and

WHEREAS, Section 11.19 of the Charter authorizes the Town Council to appoint a Charter Review Commission composed of at least five qualified voters of the Town; and

WHEREAS, it is the intent of the Town Council to appoint a Charter Review Commission that will serve in an advisory capacity and will undertake a review of the Town Charter.

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

SECTION 1

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

SECTION 2

The Town Council hereby creates a Charter Review Commission ("Commission") and, the Charter Review Commission is charged as follows:

1. _____
2. _____
3. _____
4. _____
5. _____

Items listed above are not necessarily in order by priority or preference.

SECTION 3

The Town Council shall appoint interested individuals who are qualified voters of the Town to serve on the Commission and the mayor's selection shall serve as the chair of said Commission,

and a voting member. All members shall serve without compensation and at the will of the Town Council.

The following individuals are appointed to serve as members:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

SECTION 4

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

PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF AUGUST, 2023

Derek France, Mayor

ATTEST:

Theresa Scott, Town Secretary