Town Council Regular Meeting

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

6:00 p.m.

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

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

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

D. PRESENTATION(S)

1. Presentation of National Night Out neighborhood winners
2. Proclamation to designate November as Arts Month in Flower Mound
3. Historical Commission Task Force Final Report and Recommendation

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. Business Workshop Series
   b. Senior Center Accreditation

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. November 16 - Regular meeting & Work session
2. November 20 - Regular meeting has been canceled

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 10/16, 10/19, and 10/23 - Consider approval of the minutes from a regular meeting held on October 16, a work session/special meeting held on October 19, and a special meeting held on October 23.
2. Executive Search Agreement (Library Director) - Consider approval of an executive search agreement with Bradbury Miller Associates, for services related to a search for the Director of Library Services in the amount not to exceed $24,000; and authorize the Mayor to execute same on behalf of the Town.
3. Executive Search Agreement (Police Chief) - Consider approval of an executive agreement with Strategic Government Resources, for services related to a search for the Police Chief in the amount not to exceed $24,150; and authorize the Mayor to execute same on behalf of the Town.
4. Grant (bullet proof vest) - Consider approval of a resolution accepting grant funds from the Department of Justice's Bureau of Justice Assistance for the purchase of bulletproof vests for the Police Department as part of the FY 2023 Bulletproof Vest Partnership.
5. Body Worn Cameras Purchase Agreements (PD) - Consider approval of the purchase from Axon Enterprise, Inc., for the acquisition of Axon body-worn cameras for $654,366.20 ($130,873.24 annually), Fleet mobile video systems for $231,966.40 ($46,393.28 annually), Taser energy weapons for $51,696.00 ($10,339.20 annually), and Axon Auto-Tagging video evidence software for $58,080.00 ($11,616.00 annually), as well as other related hardware and licensing as part of separate five-year agreements, and approval of a revised

Axon Master Services Purchasing Agreement, and authorization for the Mayor to execute same on behalf of the Town.

6. Annual physicals-Police Officers (PSA amendment- Front Line Mobile Health) - Consider approval of the Amendment to the approved professional service agreement with Front Line Mobile Health to include police department personnel in the amount of $34,000.00 and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of the Amendment to Chapter 6, Animal Ordinance revision to add section 6-128. - Consider approval of the Amendment to Chapter 6, "Animals" in the Code of Ordinances by adding section 6-128. This amendment will allow for any needed medical care of animals and timely placement without the time requirement of a property hearing.

8. CIP Amendment 1 - Consider approval of Amendment No. 1 to the Fiscal Year 2023-2024 Capital Improvement Program.

9. Project Management Software Renewal - Consider approval of the purchase of Procore Technologies, Inc., Project Management Software from Carahsoft Technology Corp., through a Texas Department of Information Resources (DIR) contract, in the amount of $38,561.95.

10. CivicPlus Website Renewal - Consider approval of a Professional Service Agreement with CivicPlus in the amount of $20,985.75; and authorization for the Mayor to execute same on behalf of the Town of Flower Mound.

11. Portable CCTV Inspection System Purchase - Consider approval of the purchase of one Cues C550 Portable Camera System from CLS Sewer Equipment Company inc., a sole source provider, in the amount of $97,650.00.

12. Resident & Employee Surveying Tool (Polco PSA) - Consider approval of a Professional Services Agreement with Policy Confluence, Inc. for survey services in the amount of $17,000; and authorization for the Mayor to execute same on behalf of the Town.

13. Heart Monitor Supplies (Paramedics use) - Consider approval of the purchase of heart monitor supplies from Zoll Medical through NPPGov Contract #PS20200 with an annual expenditure of $25,000.00 for the duration of the contract expiring June 8, 2026.

14. Expansion/Renovation Study - CAC - Consider the approval of a Professional Services Agreement with Barker Rinker Seacat Architecture for a study on the future expansion and renovation of the Community Activity Center , in the amount of $152,250.00; and authorization for the Mayor to execute same on behalf of the Town.

15. Denton County ICA for Library Services - Consider the approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorize the mayor to execute the same on behalf of the Town.

16. Easement Abandonment at 1732 Robin Lane - Consider approval of an ordinance vacating and abandoning of the existing 10-foot utility easement located along the west property line of Block 1, Lot 6, of Hidden Oaks at Lake

Forest Subdivision. The property is generally located south of Forest Vista Drive and west of Morriss Road.

17. Hydro Excavation Trailer Purchase - Consider approval of the purchase of one (1) HX30GA Ditch Witch per Town of Flower Mound Specifications and Quote from The Charles Machine Works, in the amount of $55,129.72.

18. Vehicle Purchase (2) for Facilities Dept. - Consider the approval to purchase (2) Chevrolet Express CC23405 Vans w/ Knapheide KUV Bodies - Facilities (Replaces Units 59200-01 & 59200-02) for the amount of $143,109.20.

19. Vehicle Purchase (2) - PD - Consider approval of purchasing (1) 2023 Dodge Charger and (1) 2024 Ford F150 Resonder - CVE Truck, both with Police Equipment Packages as per Town of Flower Mound specifications and vendor estimate via TIPS USA Cooperative Contract #210907 for $154,442.18.

K. REGULAR ITEM(S)

1. TIRZ #2 Creation - Public hearing to consider an ordinance designating a geographic area within the Town as a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as reinvestment zone number two; creating a board of directors; and establishing a tax increment fund (TIRZ fund) for the zone.

2. CSP23-0002 - Chippenhook Addition Lot 1, Block A and Premier Addition - Public Hearing to consider a request for a Comprehensive Sign Package (CSP23-0002 – Chippenhook Addition Lot 1, Block A and Premier Addition) to allow additional wall signs on three buildings. The property is generally located south of Justin Road and east of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)

3. ZPD23-0003 - Bryn Mar Estates Accessory Building Amendment - Public Hearing to consider an ordinance for rezoning (ZPD23-0003 – Bryn Mar Estates Accessory Building Amendment) to amend Planned Development No. 62 (PD-62) with Single-Family District-15 uses to modify development standards to increase the allowed size of accessory buildings. The property is generally located south of Flower Mound Road and west of Red Oak Lane. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)

4. LDR23-0004 – Legislative Update - Public hearing to consider an ordinance amending the Land Development Regulations (LDR23-0004 – Legislative Update) by amending Chapter 74 ”General,” Chapter 78 “Administration,” Chapter 82 “Development Standards,” and Chapter 90 “Subdivisions,” for the purpose of updating subdivision and site plan requirements and platting review authority to comply with recently adopted state legislation. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)

5. High Road Water Line Phase II Construction Award - Consider approval of a Construction Agreement with A & B Construction, LLC for the High Road Water Line Replacement Phase II project, in the amount of $3,413,006.00; and authorization for the Mayor to execute same on behalf of the Town.

6. Hillside Lane Reconstruction Construction Award - Consider approval of a Construction Agreement with 3D Paving and Contracting, LLC, for the Hillside

Lane Reconstruction project, in the amount of $1,385,393.60; and authorization for the Mayor to execute same on behalf of the Town.

7. Bakersfield Park Improvements Phase 2 - Consider approval of the purchase and installation of new LED light fixtures and MuscoVision Automated Sports Streaming and Broadcasting System for the Bakersfield Park Improvements Ph. 2 project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of $1,759,054.00

8. FY 23-24 Strategic Plan - Consider adoption of the FY 23-24 Strategic Plan.

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
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, 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

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: November 3, 2023, at 4:05 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.

Town Council Regular Meeting

October 16, 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
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
Paul Henley, Fire Chief
Stephanie Billarreal, Fire Prevention Officer
Ray Watson, Director of Economic Development
Chuck Jennings, Director of Parks and Recreation

B. INVOCATION

Chaplain Cole gave the invocation.

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

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

Mayor France led the pledges.

D. PRESENTATION(S)

1. Presentation on Town Of Flower Mound Automated External Defibrillator Program
   Chief Henley and Ms. Billarreal gave a presentation describing the Town's automated external defibrillator program.

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

Mayor France announced that out of respect for those who wish to speak or participate on an agenda item, and so we can get to the Town's business at a reasonable time, starting with our next meeting on October 19, donated time will only be accepted for items that are listed on the agenda.

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.	Anurag Sharma, 4521 Delaina Dr with donated time from: Bala Gamapavonapu, 3917 Dashniel Dr	Diwali
2.	Duane Francis, 3916 Belstrum Dr	Smokefest
3.	Jack Furst, 2591 Lakeside Pkwy, Ste 100	Public Improvement District request
4.	Jordan Dinkins, 2700 Lakeside Pkwy	Introduction: Chief Marketing Officer at Lakeside
5.	Joe Bernard, 10605 Sunrise Cir	Public Comment
6.	Matthew Hurst, 4158 Meadowview Dr, Argyle	Public Comment
7.	Sweety Bowman, 6524 Orchard Dr	Arts Month/Studio Tour
8.	Ronale Patel, 1001 Long Prairie Rd, Ste 108	Small business signage - Fountain Park Dental

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
   Mayor France or members of Council had announcements regarding:

   - Friends of the Flower Mound Library book sale event
   - Early voting
   - Senior Center craft fair
   - Diwali
   - Veterans Day Ceremony
   - Halloween events

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects

   a. Health Science Feasibility Study
   Mr. Childers provided background information on this item and how the group is looking for a participant from Council to join them.

   Deputy Mayor Pro Tem Martin indicated she would be interested.

3. Organizational Updates

   a. National Community Planning Month
   Mr. Childers pointed out that October is National Community Planning month and he expressed appreciation for the work of the Town's planning staff.

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).

Councilmember Schiestel requested a future agenda item to discuss public art installations. There was Council consensus to have a future discussion on this topic.

Mayor Pro Tem Engel requested a future agenda item to discuss the request for a Public Improvement District. There was Council consent to have a future discussion on this topic.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all members of Council plan to be at the following meetings.

1. October 19 - Work session

2. November 6 - Regular meeting

3. The November 20 meeting has been canceled - November 16 may be a combo regular meeting and work session.
   Council was acceptable to have planning items on this agenda.

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 - 10/2 & 10/11 - Consider approval of the minutes from a regular meeting held on October 2 and a special meeting on October 11.

2. Twin Coves Ph. 2 - Preliminary Design - Consider approval of the Professional Services Agreement with MHS Planning & Design, LLC, for the design services associated with the Twin Coves Ph. 2 - Preliminary Design, in the amount of $19,950.00; and authorization for the Mayor to execute same on behalf of the Town.

3. Debt Reimbursement Resolution - Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

   RESOLUTION NO. 27-23

   A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

4. DebtBook agreement - Consider approval of an agreement with DebtBook for subscription management of governmental accounting standards compliance and management of outstanding debt.

5. Updated SRO agreement - Consider approval of the updated School Resource Officer Interlocal Agreement with Lewisville Independent School District.

6. Water/Wastewater Security - Phase 1 - Consider approval of an agreement with Knight Security Systems, to provide surveillance equipment and installation at

the Wastewater Treatment Plant and other sites, as part of the Water and Wastewater System Security Implementation Phase 1 project, in the amount of $235,670.44; and authorization for the Mayor to execute same on behalf of the Town.

7. Agreement with Double Oak-Emergency Medical Services - Consider approval of a renewal agreement with the Town of Double Oak to provide emergency medical services to the citizens of Double Oak, and authorization for the Mayor to execute same on behalf of the Town.

8. Holiday Decorations and Lighting - Consider approval of a Service Contract with The Christmas Light Company, Inc., in an annual amount not-to-exceed $69,900, to provide holiday lighting services at the Town Hall and Community Activity Center; and authorization for the Mayor to execute same on behalf of the Town.

9. Economic Development Strategic Plan - Consider approval of a Professional Services Agreement with TIP Strategies, Inc. for an Economic Development Strategic Plan in Flower Mound, in an amount not to exceed $160,000; and authorization for the Mayor to execute same on behalf of the Town.
This item was moved from Consent to Regular.

Mr. Watson gave a presentation identifying or noting:

- TIP Strategies background information
- the process

Consultant Presentation - Tom Stellman, TIP Strategies
Mr. Stellman gave a presentation identifying or noting:

- company background
- current and recent projects
- project goal
- what is proposed: discovery, opportunity, implementation
- proposed schedule
- stakeholder engagement
- example implementation matrix

and he, Mr. Stellman, Mr. Dalton, or Mr. Childers responded to questions or comments regarding:

- clarification regarding the need to spend money on something we're doing well already
- goal setting and who is involved
- when was the last time an economic development strategic plan was done

- if the money can be spent internally for the same outcome
- clarification regarding what the outcome would be
- can the public be included as stakeholders

Council Discussion
There was Council discussion regarding:

- how it's non-specific
- how it can be viewed as a Master Plan for economic development
- like the idea of the Council setting the goals

ACTION:	Jim Engel moved to approve J.9. as presented, and with the amendment that public meetings be included in the scope of work. Brian Taylor seconded the motion.
AYES:	Ann Martin, Jim Engel, Brian Taylor
NAYS:	Adam Schiestel, Chris Drew
ABSTAIN:	None
RESULT:	3 : 2

K. REGULAR ITEM(S)

1. SP23-0004 - Dragon Kim's Tae Kwon Do - Consider a Site Plan (SP23-0004 – Dragon Kim's Tae Kwon Do) to develop a health or athletic club, with a request for a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch. The property is generally located east of Jernigan Road and north of Justin Road along Bryce Lane. (PZ recommended approval by a vote of 6 to 0 at its October 9, 2023, meeting.)
Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- site plan
- waiver
- site photos
- landscape plan
- elevations

and she responded to questions from Council regarding

- roof pitch for property across the street
- cemetry
- what would happen if denied

Applicant Presentation
Angie Contreras, Pistil Consortia
Ms. Contreras gave a presentation identifying or noting:

- roof slope variance
- elevations
- rendering
- site photos

and she responded to questions from Council regarding:

- purpose of the peak since no windows
- if the tree in the rendering was true to the site
- clarification regarding the solid wall with no windows

ACTION:	Ann Martin moved to approve K.1. as presented in the agenda caption, with the additional allowance for windows on the north facade in accordance with the Town's new standards. Chris Drew seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

2. ZPD23-0005 - Embree 2499 - Public Hearing to consider an ordinance for rezoning (ZPD23-0005– Embree 2499) to amend Planned Development District No. 186 (PD-186) with Retail-2 District (R-2) and Office District (O) uses to modify phasing and maintenance requirements and to request certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Sagebrush Drive and west of Long Prairie Road. (PZ recommended denial by a vote of 5 to 1 at its October 9, 2023, meeting.)
Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- site photos
- PD amendment (phasing and maintenance)
- landscape plan
- exception (retention pond standards)
- how performance is tied to development

and she responded to questions or comments from Council regarding:

- fire lanes
- parking spaces

- has anything changed since the P & Z meeting
- compatibility buffer

Applicant Presentation
Gene Colley, Embree Group
Mr. Colley responded to questions from Council regarding:

- fire lanes
- have neighbor discussions happened
- did conversations with adjacent property owners happen
- landscape plan
- timing for the daycare SUP
- fencing standards
- retention pond (why the change)

Mayor France opened the public hearing at 8:17 p.m.

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

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.		Curt Anderson, 3632 Bonanza Ln	Tad Marko, 2829 Sagebrush Dr

Mayor France closed the public hearing at 8:22 p.m.

ORDINANCE 43-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 33-22 AS AMENDED BY ORDINANCE NO. 10-23, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 186 (PD-186) ON CERTAIN PROPERTY CONSISTING OF APPROXIMATELY 6.81 ACRES OF LAND SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NO. 1346, BY MODIFYING DEVELOPMENT STANDARDS RELATED TO PHASING & MAINTENANCE, AS WELL AS TO AN EXCEPTION TO THE RETENTION POND DESIGN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Adam Schiestel moved to approve K.2. as presented in the agenda caption, and with the following modifications:
-western property line is required to have a cedar fence that

	meets street adjacency privacy fence standards -section 3 A, B, and C takes effect when the earlier of lot 4 or 5 develops. Brian Taylor seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

3. ZPD23-0009 - Townlake Phase Four (PD-166) Text Amendment - Public Hearing to consider a request for rezoning (ZPD23-0009 – Townlake Phase Four (PD-166) Text Amendment) to amend Planned Development District No. 166 (PD-166) for a cluster development by adding a Public Park or Playground as a permitted use. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. (PZ recommended approval by a vote of 6 to 0 at its October 9, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- park location
- PD 166 uses
- site photos
- park locations

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

- pickleball use language
- park planning process

Mayor France opened the public hearing at 8:36 p.m. No one spoke. Mayor France closed the public hearing at 8:37 p.m.

ORDINANCE 44-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 32-18, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 166 (PD-166) ON CERTAIN PROPERTY CONSISTING OF APPROXIMATELY 89.925 ACRES OF LAND SITUATED IN THE J. MALONE SURVEY, ABSTRACT NUMBER 857, AND THE M.E.P. AND P.R.R. SURVEY, ABSTRACT NUMBER 935, BY AMENDING PARAGRAPH A, "PERMITTED USES," OF EXHIBIT "B," "DEVELOPMENT STANDARDS," BY ADDING "PARK OR PLAYGROUND, PUBLIC" AS A PERMITTED USE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR

VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION:	Jim Engel moved to approve K.3. as presented in the agenda caption. Chris Drew 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: 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 discussion.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 8:37 p.m. on October 16, 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

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, grocers, 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.

5. Annual Performance of Town Manager.

ACTION:	Ann Martin moved to approve adjustments to the Town Manager's compensation as discussed in closed session. Brian Taylor seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

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

N. RECONVENE

The Town Council reconvened into an open meeting at 10:28 p.m. on October 16, 2023, to take action or no action on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 10:29 p.m. on October 16, 2023.

TOWN OF FLOWER MOUND, TEXAS

_____

DEREK FRANCE, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session and Special Meeting

October 19, 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
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services

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

No one spoke.

E. WORK SESSION ITEM

1. Presentation and discussion on proposed Tax Increment Reinvestment Zone No. 2

   Mr. Childers provided background information regarding the purpose of this item.

   Consultant Presentation:
   Mary Petty, P3 Works

   Ms. Petty gave a presentation identifying or noting:

   - TIRZ goals overview
   - TIRZ boundary
   - map of the public improvements within the boundary
   - project costs to be paid by TIRZ No. 2
   - reasons TIRZ is desirable
   - estimated non-project costs
   - feasibility study
   - in-depth review of the preliminary project and finance plan
   - next steps

   and she responded to questions or comments from Council regarding:

   - clarification regarding soft costs
   - county participation calculations
   - clarification regarding the reference to the governing body in section 11 of the project plan
   - 50% TIRZ fund and property owner agreement
   - use of the funds for infrastructure and/or town facilities
   - public facilities amount clarification (project cost)
   - administrative costs
   - how does a TIRZ compare to tools like 380 Agreements, etc.

   Mr. Childers noted there will be an item on the November 6th agenda.

2. Presentation and discussion on the Public Schools criteria of the Town's SMARTGrowth Program

   Ms. Murphy gave a presentation identifying or noting:

- Sec 98-122 - Public Schools (analysis)

and she responded to questions or comments from Council regarding:

- the type of information that is provided to the schools
- communication process
- using calculations for decision-making (school capacity)
- portable buildings at schools
- how Council gets made aware of the discussions with the school districts
- town resources
- how council will be in the loop for the various components
- rate of growth

Mr. Childers noted that communication with the area entities can go a long way in making sure we're all on the same page and that is happening today with the various superintendents and Town management staff.

3. Presentation and discussion on tree preservation and mitigation requirements contained within the Town's Mixed-Use Zoning District Regulations
   Ms. Murphy gave a presentation identifying or noting:

   - Sec 98-905 - Modifications

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

   - tree removal options as related to mixed-use
   - interest in having the Environmental Conservation Commission be involved in tree removal requests for mixed-use projects
   - impact on current applications if there was a change

   There was general council consensus to proceed with bringing forward a process update for tree removal request as discussed.

F. CLOSED MEETING

The Town Council convened into a closed meeting at 7:08 p.m. on October 23, 2023, pursuant to Texas Government Code Chapter 551.071, for consultation with Town Attorney.

1. The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551.071 for consultation with Town Attorney, regarding: La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al

G. RECONVENE

The Town Council reconvened into an open meeting at 8:30 p.m. on October 23, 2023, to take action or no action on the above items.

H. ADJOURN

Mayor France adjourned the meeting at 8:30 p.m. on October 23, 2023, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____

DEREK FRANCE, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

Town Council Special Meeting

October 23, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

5:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 5:01 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 (arrived at 5:05 p.m.)
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
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services

B. 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

No one spoke.

C. CLOSED MEETING

The Town Council convened into a closed meeting at 5:01 p.m. on October 23, 2023, pursuant to Texas Government Code Chapter 551.071, for consultation with the Town Attorney.

1. Consultation with Town Attorney.

   a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
   No action taken.

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.

D. RECONVENE

The Town Council reconvened into an open meeting at 6:46 p.m. on October 23, 2023, to take action or no action on the above items.

E. ADJOURN

Mayor France adjourned the meeting at 6:46 p.m.

TOWN OF FLOWER MOUND, TEXAS

_____

DEREK FRANCE, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

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

DATE: November 6, 2023
FROM: Tiffany Bruce, Assistant Town Manager/Town Engineer
ITEM: **Consider approval of an executive search agreement with Bradbury Miller Associates, for services related to a search for the Director of Library Services in the amount not to exceed $24,000; and authorize the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town's current Director of Library Services has announced her retirement. Staff would like to engage Bradbury Miller Associates, a national firm specializing in public, academic and special libraries, to solicit a proposal and conduct a search for a new Director of Library Services. Bradbury Miller Associates submitted a proposal and agreement which includes providing executive search services for a flat fee of $24,000.

In order to facilitate an efficient search process for the soon to be vacated position of Director of Library Services, staff has opted to retain a consultant to assist in performing a search for qualified applicants for the position. Bradbury Miller will provide the Town with the following search services: recruitment strategy including a regional and national networking program, promotion, outreach, identification of potential candidates, initial candidate screening, candidate assessment, semifinal and final interviewing and reference verifications.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: $24,000

Proposed Expenditure/(Revenue)	**Account Number(s):**
$24,000	100-600-01000-5230

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

ATTACHMENTS:
1. Attachment 1

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

FLOWER MOUND PUBLIC LIBRARY

Library Director

Executive Search Proposal

BradburyMiller Associates

bradburymiller.com

Bradbury Miller Associates

3513 E. Harvard Blvd., Canton, OH, 44709
330.224.9177

September 22, 2023

James Childers, Town Manager
Flower Mound Public Library
2121 Cross Timbers Road
Flower Mound, TX 75028

Proposal: Library Director Search – Flower Mound Public Library (TX)

Thank you for contacting us about the possibility of Bradbury Miller Associates assisting Flower Mound Public Library in its search for your new Library Director. We look forward to the possibility of working with you and we are pleased to submit the attached proposal for your consideration.

We think you will find us a great match for your search. To help you quickly evaluate our services and the services you are seeking, we have addressed key search components below. Our full proposal outlines our services much more completely.

Market Your Position, the Library, & the Region

- Tailor the search to your library and its community
- Consultants meet with staff, the Search Committee/Board, external stakeholders
- Design announcement and post position in 55+ professional sites
- Create a website on our page devoted to the library and the region
- Recruit and develop a pool of qualified candidates meeting your criteria

Evaluate & Recommend the List of Qualified Candidates

- Candidates must submit a cover letter, resume, and complete a questionnaire
- Phone conversations with each qualified candidate
- Share all candidate documents on Dropbox with the Search Committee/Board
- Meet with Search Committee/Board to discuss candidates/select six to nine semifinalists for first round of interviews

Coordinate & Assist with Interview Process

- Bradbury Miller Associates is your staff team
- Facilitate logistics of semifinal interviews & final interviews
- Schedule interviews, prepare draft questions, evaluation tools
- Notify candidates of where they are in the process
- Media contact if needed

Reference Checks & Background Check

- Three reference checks/finalist
- Phone conversations with each reference; full report to the Search Committee/Board
- Electronic/Internet searching and reconnaissance
- Offer is contingent on successful background investigation

Coordinate & Assist with Offer & Negotiation

- Consultant fee is a flat fee; no conflict of interest
- Assist with establishing a hiring range at the beginning of the search
- Offer letter, background waivers, final acceptance

Our proposal is intended as a starting point only. It summarizes our experience and qualifications, describes our typical services and methodology for a standard search, explains our fee structure, and includes recent references. We have outlined our full-service search, but we can usually tailor our services to meet the needs of most libraries. The search schedule outlined is an example to give you a sense of the time frame required to complete a successful search.

This proposal includes the quoted fee for the outlined scope of service including advertising costs and a single background check and is valid for a period of one hundred twenty (120) days from the date of this letter.

Thank you again for the opportunity to submit the attached proposal for your consideration. Please feel free to contact us at your convenience to discuss how our firm can best serve your needs.

Sincerely,

Karen E. Miller

Karen E. Miller
Owner and President, Bradbury Miller Associates

FLOWER MOUND PUBLIC LIBRARY

Library Director Search

FIRM BACKGROUND AND QUALIFICATIONS

Bradbury Miller Associates (BMA) is owned and operated by Karen Miller as of January 2020. Brian Hare serves as Managing Consultant and Briana Trudell serves as Associate Consultant. The firm was originally established as Gossage Regan Associates in 1983 and became Gossage Sager Associates under Don Sager. In 2006, Dan and Jobeth Bradbury assumed ownership of the firm and reorganized it as a Missouri LLC operating it as Bradbury Associates-Gossage Sager Associates. In 2016, the name changed to Bradbury Miller Associates to acknowledge Karen's status as partner in the firm. BMA legally qualifies as a WBE (Woman-owned Business Enterprise).

Over the past ten years, the firm has successfully completed more than 300+ national executive searches for public, academic, and special libraries. Current clients include Johnston Public Library (IA), Manistee County Library (MI), City of Fort Worth (TX), Oshkosh Public Library (WI), East Baton Rouge Parish Library (LA), Red Wing Public Library (MN), Anderson Public Library (IN), and Nashville Public Library (TN).

In each of these engagements, we have performed a scope of work like that which is proposed for Flower Mound Public Library.

Partial List of Past Clients

McCracken County Public Library (KY)
Park Ridge Public Library (IL)
New Milford Public Library (CT)
Wicomico Public Library (MD)
Hoboken Public Library (NJ)
LibraryLinkNJ (NJ)
Reed Memorial Library (OH)
Broward County Libraries (FL)
Florence Lauderdale Public Library (AL)
Allegheny County Library Association (PA)
Fairfield Public Library (CT)
Topeka & Shawnee County Public Library (KS)
Elyria Public Library System (OH)
State Library of Oregon (OR)
Orion Township Public Library (MI)
Belvedere Tiburon Library (CA)
Davenport Public Library (IA)
Buffalo & Erie County Public Library (NY)
Wilton Library (CT)
Pierce County Library System (WA)
Ann Arbor District Library (MI)
Muskegon Area District Library (MI)
Irving Public Library (TX)
Loveland Public Library (CO)
Durango Public Library (CO)
Willard Library (MI)
Anythink Libraries (CO)
Bullitt County Public Library (KY)
Montclair Public Library (NJ)
Cromaine District Library (MI)
Pueblo City-County Library District (CO)
Lincoln City Libraries (NE)
Massanutten Regional Library (VA)
Greenwich Library (CT)
Worthington Libraries (OH)
La Grange Public Library (IL)

SCOPE OF SERVICES & METHODOLOGY

If Bradbury Miller Associates is selected to assist you in your search for a new Library Director, our first step is to understand your needs as thoroughly as possible.

- Position Description – Review, recommend and otherwise assist with updates/revisions to existing position description or the creation of a new position description, as desired
- Candidate Profile – Use surveys collect feedback from Board/Search Committee members, staff, and stakeholders
- Initial virtual meeting with the Search Committee, Board, and key staff to understand the Library's distinctive organizational culture, mission, and concerns

RECRUITMENT STRATEGY

More important than attracting candidates through electronic advertising, we will carry out a regional and national networking effort to identify outstanding candidates who do not normally respond to ads or announcements. Many excellent people in the library and non-profit professions ARE interested in challenging jobs when approached by a respected recruitment firm. We start with a network of outstanding members of the library profession whom we know and, based on their suggestions and nominations, we broaden our search.

If a prospective candidate declines our invitation to apply, we will ask them to identify other individuals who have the required qualifications. We have found this process is important regardless of the size or type of library organization—and it is particularly important for identifying and attracting culturally diverse candidates.

Announcements in the library media start the process, but the best candidates usually must be asked. In our previous searches, we have personally contacted 350+ potential applicants for positions resulting in qualified candidates for each position.

RECRUITMENT TIMELINE

Our second step is to review our process with you to determine whether any changes to our initial proposal may be needed to satisfy your specific requirements.

- Review and finalize a search schedule listing key tasks and completion dates
- Standard full search takes 3-4 months to complete

We can generally customize the search schedule to have your new leader "on board" at the appropriate time. A timeline illustrating the major steps conducted over the proposed time frame is attached.

PROMOTION, OUTREACH, AND IDENTIFYING POTENTIAL CANDIDATES

Once the search schedule is determined, we will finalize an advertising/marketing plan to stimulate greater awareness of the opening. Our goal is to work with existing marketing teams or help you craft something unique in-house. We begin each search as a blank canvas and generate a fresh list of prospective candidates by including:

- Preparation of a detailed position announcement
- Strategies for using electronic media, social media and networking
- Advertising on 55+ professional library and non-profit sites
- A dedicated page for the position on Bradbury Miller Associates website with a supplemental page of links to library documents and information about the library's service area
- Distribution to 1,700+ library colleagues through our professional newsletter
- Direct communication with potential and prospective candidate

Diversifying the Applicant Pool

Bradbury Miller Associates consultants know that both female and BIPOC candidates are under-represented in senior management positions. Consequently, we make strenuous efforts to assure that both female and BIPOC candidates are represented in our candidate pools. We place announcements in a number of diverse library-related websites and/or Listservs—BCALA (Black Caucus of the American Library Association), REFORMA, CALA-ALA (Chinese American Librarians Association), APALA (Asian Pacific American Librarians Association), and actively seek leads and recruit diverse candidates.

For each engagement, we work very closely with the Affirmative Action Officer (or equivalent), participate in discussion of the importance of the EEO compliance requirements with the Library and cooperate with the Library's Equal Employment Opportunity/Affirmative Action Office as needed and distribute candidate intake forms for statistical reporting, if this is part of the typical process.

COMMUNICATION

Throughout the search—and especially during the candidate identification phase—we will send regular, complete updates on our progress to the Search Committee/Board. We will share candidate feedback, adjust our search strategies as needed, convey challenges, and share any additional information gleaned during the process.

CANDIDATE SCREENING

- Bradbury Miller Associates conducts initial screenings on qualified candidates via phone or videoconference and shares the results of these interviews with the Search Committee/Board as part of the process.
- All candidate documents (cover letter, resume, and questionnaire) are uploaded to Dropbox.
- Other documents include a complete candidate list and a qualifications comparison matrix for review.
- Bradbury Miller Associates meets virtually with the Search Committee/Board and presents a list of recommended candidates and a discussion of each individual.
- Six to nine semifinalists are selected and invited to interview via videoconference for the preliminary round of interviews.
- We advise our clients to see as many candidates as feasible so that they have a sense of the scope and diversity of candidates actively interested in their position.

CANDIDATE ASSESSMENT – SEMIFINAL AND FINAL INTERVIEWS

We recommend a two-step interviewing process; the first round consists of the Search Committee/Board interviewing semifinalist candidates (we recommend six to nine) via videoconferencing and then selecting three to four finalist candidates for final interviews. The final interviews occur approximately two to three weeks following the semifinal interviews. We believe that it is important to move quickly through the process once the applications close, so no strong candidates withdraw for other opportunities, and we do not lose our momentum.

Bradbury Miller Associates provides customized support during the final interview process:

- Draft of interview questions for all interviews.
- Types of questions to avoid for legal or quasi-legal reasons, and hints regarding interview approaches, techniques, and possible pitfalls.
- We serve as technical search experts during interviews, contributing to discussion of candidate strengths and weaknesses relative to the client's perceived needs and making suggestions from experience in respect to negotiating salary, benefits, and relocation expenses with the chosen finalist.

In short, we interact with you in whatever way you find helpful during the critical time when key decisions need to be made. Selecting your new Library Director is a crucial decision that could well affect Flower Mound Public Library and its constituents for many years to come.

CHECKING REFERENCES

Once the finalists are selected to be interviewed by the final decision-making body, we conduct reference checks for the finalist candidates.

- We interview up to three references by phone for up to four finalist candidates. We believe that oral interviews with a candidate's references are far superior to letters of reference.

- We prepare brief reports paraphrasing reference-derived information. Nuances and "reading between the lines" gives our clients more realistic impressions of the strengths and possible weaknesses of finalist candidates.

- Because we maintain active contacts within the profession, we are often able to provide less formal assessments of a candidate's strengths and weaknesses and any areas still in need of development. Such informal reports are often vital to the decision-making process.

Background Checks

If you wish to have a pre-employment background check conducted on a finalist, we will engage an experienced investigative firm to verify academic credentials, review driving records, and research county and federal district court records for prior or current criminal or civil cases. This will require a release by the candidate(s). Typically, background checks cost $350-$900 per person, depending upon the time period and the number of jurisdictions to be researched. We will work with the agency and provide a written report of the research findings for the Library. Our flat fee includes a single background investigation.

HANDLING THE DETAIL WORK

Throughout the recruitment and selection process, Bradbury Miller Associates handles all the detail work—and there is a substantial amount.

- We are your staff team throughout the process.
- We recommend that all application materials be addressed to Bradbury Miller Associates so that consistency and comparability can be established and any omissions can be identified—we assume the responsibility to see that everything is done completely and correctly.
- We will acknowledge receipt of all applications and provide copies of all the documents to you at a scheduled time.
- As noted above, we will schedule and conduct calls with all candidates who meet the requirements determined by the Search Committee/Board.
- We coordinate with library staff to make arrangements for semifinal and final interviews and are a part of that process.
- We are also frequently asked to conduct final negotiations on behalf of the library and we are pleased to do so.

We notify candidates not selected at the appropriate time(s) during the process and we keep in touch periodically with your designated contact person so that you know where we are in the process. We also submit written progress reports throughout the process and at the end of major stages in the search—after the intake closing date; after the interviewing/screening work has been accomplished, and after a list of the most viable candidates is determined.

Our Guarantee

Once the new Library Director is selected and appointed, if he or she leaves the position— either voluntarily or non-voluntarily—within the first year after appointment, Bradbury Miller Associates will, on a one-time basis, reactivate the search if you request it, and will screen at least three well-qualified finalist candidates. You will assume all expenses for a reactivated search, but we will expect no additional fee. Such a reactivation of the search must assume that the search firm will be allowed to pursue its own methodology to achieve the reasonable results that you want.

ABOUT THE CONSULTANTS AND OFFICE LOCATIONS

One of the major advantages in engaging Bradbury Miller Associates is that we bring a team of library professionals with search firm expertise to the process. If selected to assist Flower Mound Public Library in its search for a new Library Director, the following consultants would be engaged in the project. Their roles and a summary of their qualifications follow:

Karen E. Miller, President/Owner**,** serves as project co-director and primary contact for the engagement, developing the search proposal, identifying qualified candidates and conducting pre-screening interviews and participating in site visits. Karen most recently worked as Associate Director at Stark County (Ohio) District Library and served as Interim Executive Director for SCDL in 2012. Karen has over 20 years of wide-ranging public library experience, from rural library directorships to branch management to administrative responsibilities in a county district library and in an urban metro library. Karen has demonstrated excellence in strategic planning, staff management and development, successful levy campaigns, event planning, fundraising, and public speaking. She is an active member of the Ohio Library Council, serving on the Library Education Committee and as an annual presenter for the OLC's New Library Directors Workshop, serves on the American Library Association Committee on Membership Meetings, as well as being a member of the Public Library Association. Karen also serves as Mentor and Steering Committee member for the ILEAD USA-Ohio leadership program for Ohio librarians and serves as a Director on the Board of the Bluecoats Drum and Bugle Corps, a world-class competitive marching band and performing arts education non-profit.

Brian C. Hare, Managing Consultant, most recently served as the Director of Reed Memorial Public Library (Ravenna, Ohio) and has worked in a variety of settings during his 15+ years of library experience. He came to public library service through the AmeriCorps Network and obtained his Master of Library and Information Science degree from the University of Pittsburgh. Brian has also served as director for a small rural public library and manager for a metro suburb library. One of his most fond positions was Archive Intern at the Andy Warhol Museum in Pittsburgh where he got to rifle through Warhol's Time Capsules. Specializing in strategic planning facilitation, marketing/branding, project management, levy campaigns, and public speaking, Brian stays active with the Ohio Library Council, American Library Association, and Public Library Association serving on various committees and presenting on library topics. Brian is also a past board member of Main Street Ravenna and Ravenna School District Equity Task Force. He believes that libraries are the most important part of any community.

Beth Barker, Director of Finance & Communication, serves as support for the engagement. Beth has over 20 years of experience overseeing business practices and human resources for several offices in Northeast Ohio, most recently, having served as operations manager for The Chrysalis Center in New Philadelphia. Beth's experience includes overseeing all finances, including payroll and benefits, as well as human resources for the firm. Beth holds a Bachelor's degree in Business Management from Kent State University.

Briana Trudell, Associate Consultant, joined the Bradbury Miller team as an associate consultant in 2022. She was most recently the Executive Coordinator at Grand Rapids Public Library in Grand Rapids, Michigan, and previously worked in Strategic Communications and Marketing. Briana is at her best when interacting with people. As a big-picture thinker and a problem solver, she is constantly identifying new ways to optimize existing systems to be more efficient and effective for the teams' needs. She believes that it is important to strive to improve processes and systems to make future outcomes stronger. Briana currently serves as the Secretary on the Executive Board of the Grandville Avenue Arts & Humanities Board of Directors, as the President of the Board of Directors of the Fulton Street Farmers Market, and a founding member of the Good Manufacturing Art Collective. She is also a member of the Michigan Library Association, American Library Association, and the Public Library Association.

Thomas Dillie, Associate Consultant, serves assisting with identifying qualified candidates and conducting pre-screening interviews and, depending on scheduling, may assist during site visits. Tom is currently Director of the Minerva Public Library (Ohio). Tom's earlier experience as a bookstore employee in Urbana, IL led to the completion of a Master's in Library Science at the University of Illinois at Urbana-Champaign. His first professional library position was as Adult Services Librarian, Wadsworth Public Library in Ohio. He was subsequently hired as a branch manager for the Greene County Public Library, Xenia, Ohio and became Assistant Director in 2006. Tom joined the Minerva Public Library in 2008 as Director. Tom is Board member for the Ohio Library Council, a professional association for librarians. He brings a variety of experience in both single and multi-branch libraries in rural and urban settings.

OFFICE LOCATIONS AND CONTACT DETAILS

Bradbury Miller Associates
3513 E. Harvard Blvd.
Canton, OH 44709

FEE PROPOSAL AND OPTIONAL BILLABLE EXPENSES

Bradbury Miller Associates' total fee for executive search services (including all consultant expenses in traveling) is a flat fee of $24,000. A retainer of $6,000 will be paid to the firm upon approval of the agreement and subtracted from the final invoice at the end of the search. This amount will be invoiced upon completion of the search, payable within 30 days of the selected candidate's acceptance of the client's offer.

- **Expenses included within our fee:** (1) All virtual meetings with the library; (2) all consultant pre-screening interview expenses; (3) videoconferencing charges; (4) all standard office expenses; (5) advertising costs based upon our marketing plan which provides excellent exposure to the library community; (6) a single background check ($350-$900) on the chosen candidate; (7) consultant virtual attendance for the final interviews.

- **Adjustments/Discounts:** The proposed fee covers the outlined scope of services and deliverables contained in this proposal. Other modifications to the scope of services are possible and negotiable with fee adjustments being made accordingly.

- **Candidate expenses:** Bradbury Miller Associates shall not be responsible to reimburse candidates that have been selected for onsite final interviews for the candidates' travel expenses. Candidate expenses will vary considerably depending on point of origin, length of stay and the amount of lead time allowed for booking airfare—a reasonable estimate might be $1,200–1,500 per candidate inclusive of airfare, meals, hotel expenses, and rental car. Whether the Town pays for travel expenses for candidates should be up to the Town and the candidates alone.

- **Additional reference reports:** our proposal allows for a maximum of four candidates with three references each—should it be desired to increase the number of candidates beyond four and/or increase the number of references per individual, the cost per reference is $400.

- **HoganLead Hogan Personality Assessment:** Hogan Assessments provides organizations with valid and reliable assessment tools and professional consulting expertise. Hogan's personality, values, and cognitive-based assessment tools are the result of over 54 cumulative years of research and refinement and are used by over half of the Fortune 100 companies for employee selection and/or development purposes. Information gathered from the assessment tools will be used to develop reports that gauge a candidate's leadership potential and leadership style; how a candidate may react to challenges and stress; what a candidate's core values and goals appear to be; and a measure of a candidate's emotional intelligence. A summary report will allow direct comparison of one candidate to another across these assessments. A consultant from Bradbury Miller Associates who is trained and certified in Hogan Assessments will produce the reports and will work directly with the Library's Search Committee to interpret and understand the assessments and resulting reports. HoganLead inventory assessment fees are available upon request and includes a written report per candidate which is deliverable prior to final interviews.

Additional Information

Bradbury Miller Associates is devoted exclusively to executive searches in the library field and utilizes library professionals with strong backgrounds in library administration and human resources. Five consultants are regularly engaged in the executive search work of the firm and special consultants are utilized to respond to the requirements of a specificengagement.

In all engagements, Bradbury Miller Associates works exclusively for the client library/system, never on behalf of a candidate. No known conflicts of interest exist with respect to the firm, management, agents of the firm, or other persons relative to the services to be provided. If any such actual, apparent, or potential conflicts arise, they will be immediatelydisclosed.

Bradbury Miller Associates carries Recruiters Professional Liability insurance, Business Liability (including Hired/Non-Owned Auto Liability) and Workers Compensation coverage sufficient to satisfy most municipal and state vendor requirements for executive search services.

We believe learning about the community and the institution and working closely with the key stakeholders brings value to the search process and achieves a very high success rate. Our consultants remain active in the American Library Association and the Public Library Association and routinely work with ALA, PLA, and ACRL (American College and Research Libraries) leadership. Because our firm is known and respected—as are our consultants—our library colleagues respond and return our calls and emails when we start prospecting on behalf of a client. We have a specialized knowledge of libraries and an entrée to library leaders that generalist firms simply cannot provide.

FORM OF FINAL AGREEMENT

When we receive word that an engagement has been awarded, we allow our proposal to stand as the basis of our agreement, and then amend any of the details that need to be changed with a simple agreement addendum.

Our client's satisfaction is our bottom line—and we are willing to stake our reputation and our fee on ensuring that level of satisfaction.

CONCLUSION

We look forward to the possibility of working with Flower Mound Public Library to help you find your next Library Director. If you have questions or need clarification on any aspect of the proposal, please let us know.

BRADBURY MILLER ASSOCIATES

Karen E. Miller

Karen E. Miller
Owner/President

We hereby accept the foregoing proposal (pages 1 – 12).

Town of Flower Mound

By_____

Title_____

Date_____

ATTACHMENT I:
SEARCH SCHEDULE OUTLINE

Please see below our estimated schedule of key dates for your Library Director search process. If we are selected, we will establish a firm search schedule during our first meeting with the library. It is our intent to conduct the search within an appropriate timeframe to allow us to find high-quality candidates for you. Our standard search takes approximately 120 days once we begin the process.

The following is an illustrative timeline and the actual target dates will be determined and approved by the Search Committee/Board.

Timeframe (approximate)	Tasks
First 30 Days	• Initial meeting with Search Committee/Board, staff, and stakeholders • Create position announcement and post/advertise nationally • Initiate recruitment strategy
45 Days	• Close position posting • Prepare candidate documents and screen qualified candidates • Present candidates to Search Committee/Board and facilitate discussion of selection of semifinal candidates
45 Days	• Prepare for and lead semifinal interviews • Facilitate discussion and assist with selection of finalists • Conduct reference reports and coordinate final interview planning • Facilitate final interviews (virtually) • Coordinate presentation of offer to selected candidate and initiate background investigation

ATTACHMENT II: REPRESENTATIVE REFERENCES

Elyria Public Library System
211 2nd St
Elyria, OH 44035

Kaleena Whitfield, Board Chair
kaleena.whitfield@gmail.com
Jennifer Starkey, Director
jenniferstarkey@gmail.com

Wilton Library
137 Old Ridgefield Rd.
Wilton, CT 06897

Rob Sanders, Board Chair
rsanders@rsarchct.com
Caroline Mandler, Executive Director

Marion Public Library
1064 7th Ave.
Marion, IA 52302

Sally Reck, Board/Search Chair
sallysreck@gmail.com
Bill Carroll, Director
wjcarroll70@yahoo.com

Johnson City Public Library
100 West Millard St.
Johnson City, TN 37604

Joy Fulkerson, Board/Search Chair
fulkersj@mail.etsu.edu
Julia Turpin, Director
Jturpin07@gmail.com

Fairfield Public Library
1080 Old Post Road
Fairfield, CT 06824

David Gray, Board Chair
david.gray@epsilon.com
Scott Jarzombek, Director
sjarzombek@gmail.com

Park Ridge Public Library
20 S. Prospect Ave.
Park Ridge, IL 60068

Lauren Rapisand, Board President
laurendrapisand@gmail.com
Joanna Bertucci, Library Director
joanna.bertucci@gmail.com

ADDENDUM AGREEMENT BETWEEN BRADBURY MILLER ASSOCIATES AND FLOWER MOUND PUBLIC TOWN (TX)

By signed proposal dated September 22, 2023 and acceptance by the Town of Flower Mound (hereinafter called Town), the Town has entered into an agreement with Bradbury Miller Associates (hereinafter called Consultant) to perform an executive search for a new Library Director. That agreement is hereby amended to contain the following provisions, which shall, to the extent they are inconsistent with the terms of the September 22, 2023 proposal, supersede the prior provisions:

1. All work performed under this contract shall be performed by or under the direct supervision and control of Karen Miller as project director.

2. A final schedule will be developed at the initial meeting with the Town and mutually agreed upon by both the Town and the Consultant.

3. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Denton County, Texas, and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

4. Regardless of which party hereto retains responsibility for conducting criminal and financial background checks on prospective candidates under the agreement, to the extent permitted by Texas law, the Town and Consultant will defend and indemnify each other from all claims, lawsuits, administrative actions, and other causes of action arising from the negligence or misconduct of a party hereto in conducting such background checks and/or from the misuse of information obtained from such background checks by either party, its officers, directors, agents, servants, or employees.

5. The Town and Consultant each agree and warrant to each other that (1) any such background checks will be conducted solely for the purposes of evaluating prospective candidates' suitability for employment; (2) before a background check is conducted, the prospective candidate will be provided with and sign a clear and conspicuous written disclosure informing him/her that a criminal report may be obtained for employment purposes; and (3) information obtained as a result of such background checks will not be used in a manner that violates any state or federal employment laws or regulations.

6. The Town may terminate this Agreement, with or without cause, at any time by providing 30 days advance written notice. If the Town terminates the Agreement because of being dissatisfied with the quality or amount of services provided by the Consultant, the Consultant will rely on the collective good judgment of the Town to determine what represents a fair and appropriate level of refund/rebate/discount for the work performed under the Agreement.

WHEREFORE, the parties have set their hand this day of_____, 2023.

BRADBURY MILLER ASSOCIATES TOWN OF FLOWER MOUND, TEXAS

By _____ By _____

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

DATE: November 6, 2023
FROM: James Childers, Town Manager
ITEM: **Consider approval of an executive agreement with Strategic Government Resources, for services related to a search for the Police Chief in the amount not to exceed $24,150; and authorize the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town's current Chief of Police has announced his retirement. Staff would like to engage Strategic Government Resources (SGR), a full-service firm specializing in executive recruitment. Strategic Government Resources submitted a proposal and agreement which includes providing executive search services for a not to exceed fee of $24,150.

In order to facilitate an efficient search process for the soon to be vacated position of Chief of Police, staff have opted to retain a consultant to assist in performing a search for qualified applicants for the position. SGR will provide the Town with the following search services: Position profile brochure and marketing, semifinalist recorded online interviews, media reports, background investigation reports, reference checks, up to 2 multi-day onsite visits.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: $24,150.

Proposed Expenditure/(Revenue)	Account Number(s):
$24,150	100-640-43500-5110

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

ATTACHMENTS:
1. SGR Proposal

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

Agreement for Executive Recruitment Services for Confidential Position
between

Strategic Government Resources, Inc. ("SGR") and
Town of Flower Mound, Texas ("the Organization")

Scope of Services:

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to two (2) in-person visits by the Recruiter to the Organization
- Periodic updates regarding the progress of the search, as frequently as desired

The Organization agrees:

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process.

- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To share legal opinions (commissioned by the Organization) with SGR regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to interview
- That the Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

SGR shall be compensated by the Organization as detailed below:

Not-to-Exceed Price = $24,150* *(reflects $750 discount)*

** Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the Organization.*

Not-to-Exceed Price includes:

- **Professional Service Fee - $18,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
  - **Position Profile Brochure & Marketing - $750** *(reflects $750 discount)*
    - Production of a professional position profile brochure
    - Custom-designed graphics for social media and email marketing
    - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
    - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
    - Job placement on SGR's website
    - Ad placement on SGR's job board
    - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
  - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
  - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
  - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
  - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
  - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses:

- **Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services (<u>not</u> included in the Not-to-Exceed Price above):

- SGR will conduct a Stakeholder Survey for $1,000. SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after the Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and the Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. The Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to the Organization within three (3) business days of survey close date. Survey is not validated statistically.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to- exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing:

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate. Balances that are unpaid after the payment deadline are governed by the Texas Prompt Payment Act.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Service Guarantee:

SGR guarantees that you will be satisfied with the results of the full-service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 12 months of their hire date, SGR will repeat the process one additional time and charge only for the expenses listed below. If the Organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Expenses in the event of a repeat search shall include:

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - $750
- Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.
- Online interviews - $225 per candidate.
- Comprehensive media reports - $500 per candidate.
- Background investigation reports - $400 per candidate.
- Reference checks - $225 per candidate.
- DiSC Management Profile - $175 per candidate
- Should the Organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the Organization for travel expenses.
- Stakeholder Survey - $1,000
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Terms and Conditions:

- The Organization reserves the right to terminate this Agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a

candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent allowed by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure, to the extent allowed by law. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted, to the extent allowed by law.

Approved and Agreed to, this the _____day of _____, 2023 by and between

_____	_____
Jeri J. Peters, President of Executive Recruitment Strategic Government Resources	Town of Flower Mound, Texas Printed Name: _____ Title: _____

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

DATE: November 6, 2023
FROM: Brittni Barnett, Grants and Financial Analyst
ITEM: **Consider approval of a resolution accepting grant funds from the Department of Justice's Bureau of Justice Assistance for the purchase of bulletproof vests for the Police Department as part of the FY 2023 Bulletproof Vest Partnership.**

BACKGROUND: The Town applied for and was awarded a grant in the amount of $19,559.38 from the Department of Justice's Bureau of Justice Assistance for the Fiscal Year 2023 Bulletproof Vest Partnership Program. The Bulletproof Vest Partnership Program reimburses municipalities up to 50% of the cost of body armor vests purchased for law enforcement officers, and the remaining 50% will come out of the General Fund Police Services budget.

If approved, this grant, along with the Town's match, will allow the Town to purchase at least 25 bulletproof vests for the Police Department.

This grant does not have a formal agreement the Mayor must sign. The Town received email notification that we were awarded a grant under the FY 2023 Bulletproof Vest Partnership solicitation. The funds are already posted to the Town's Bulletproof Vest Partnership System and are ready to spend after Council's approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)	Account Number(s):
($19,559.38)	Grant Fund (Intergovernmental Revenue)
($19,559.38)	Grant Match (Police General Fund)
$19,559.38	Grant Fund
$19,559.38	100-640-43500-2300

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

ATTACHMENTS:
1. Resolution
2. Exhibit A to Resolution: Award Announcement

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

TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2023 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN'S POLICE DEPARTMENT USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") applied for and has been awarded a grant in the amount of $19,559.38 from the Fiscal Year 2023 Department of Justice's Bureau of Justice Assistance for the Bulletproof Vest Partnership Program to provide funding for the purchase of bulletproof vests for the Town of Flower Mound Police Department (the "Department"); and,

WHEREAS, the Town Council of the Town finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds and authorize the purchase of bulletproof vests for the Department with said funds;

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 approves and accepts the awarded grant amount of $19,559.38 from the Fiscal Year 2023 Department of Justice's Bureau of Justice Assistance for the Bulletproof Vest Partnership Program.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment in accordance with the grant award and will be used only for the purposes for which they are intended under the program as outlined in the award announcement attached hereto as Exhibit A.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

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

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

Brittni Barnett

From: Henry Lucio
Sent: Tuesday, October 3, 2023 7:38 AM
To: Brittni Barnett
Subject: FW: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

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From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Friday, September 29, 2023 4:15 PM
To: Henry Lucio <henry.lucio@flower-mound.com>
Subject: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

View as a webpage / Share

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the BVP System. A complete list of FY 2023 BVP awards is now available at the following link: https://bja.ojp.gov/funding/fy23-bvp-awards.pdf.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (https://www.sam.gov/SAM/) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: https://sam.gov/content/help. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional

information regarding match waivers can be found in the BVP FAQs, and detailed instructions on the process for requesting a waiver and the documentation required can be found in the Submitting Payment Requests in BVP User Guide.

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the BVP website for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance (ojp.gov). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: BJA VALOR INITIATIVE (ojp.gov).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance

BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.

Connect With Us

www.bja.ojp.gov

If you no longer want to receive email notifications from NewsFromBJA, you can unsubscribe here.

This email was sent to henry.lucio@flower-mound.com using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC

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

DATE: November 6, 2023
FROM: Wendell Mitchell, Assistant Chief of Police
ITEM: **Consider approval of the purchase from Axon Enterprise, Inc., for the acquisition of Axon body-worn cameras for $654,366.20 ($130,873.24 annually), Fleet mobile video systems for $231,966.40 ($46,393.28 annually), Taser energy weapons for $51,696.00 ($10,339.20 annually), and Axon Auto-Tagging video evidence software for $58,080.00 ($11,616.00 annually), as well as other related hardware and licensing as part of separate five-year agreements, and approval of a revised Axon Master Services Purchasing Agreement, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Flower Mound Police Department has successfully implemented Axon Enterprise, Inc. (Axon) hardware and software for over a decade. The department utilizes Axon body-worn cameras (BWC), in-car Fleet cameras, and Tasers to support our operational duty of providing exceptional law enforcement and community service. These technologies are on a replacement schedule at the end of their warranty period as part of an existing agreement term. Additionally, a decision package for Axon Auto-Tagging software was included in the approved FY 23-24 annual budget. This software captures information from our Computer-Aided Dispatch (CAD) and Records Management System (RMS) and tags (links or associates) an officer's video evidence to an incident or call for service. This software automates the addition of critical metadata, providing incredible efficiency gains and eliminating manual entry errors. This software also uniformly marks digital evidence aiding case preparation, investigation, and prosecution.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Maintain current hardware without service agreements or warranty,

FISCAL IMPACT: $199,221.72 annually, and $996,108.60 over the five-year term of the four agreements.

Proposed Expenditure/(Revenue)	Account Number(s):
$187,605.72	100-640-43500-5020
$11,616.00	100-640-43500-5130

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

ATTACHMENTS:
1. Flower Mound PD-Axon MSPA
2. Axon Auto-Tagging
3. Axon Body Worn 4
4. Axon Fleet 3

5. Axon TASER 7

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

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

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

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

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

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the State of Texas, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Exclusive Venue for any conflict arising from this Agreement will be in a court of competent jurisdiction within Denton County, Texas.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Technology Assurance Plan Appendix

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

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

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

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

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

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

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

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

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

1. Agency Responsibilities.

    19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

    20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

    4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

    4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

    4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

    4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

    5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

    5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

   1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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

Q-475894-45225.909MA

Issued: 10/26/2023

Quote Expiration: 11/22/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 157674
Payment Terms: N30
Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Wendell Mitchell Phone: (972) 874-3344 Email: wendell.mitchell@flower-mound.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$58,080.00
ESTIMATED TOTAL W/ TAX	$58,080.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	$11,616.00	$0.00	$11,616.00
Dec 2024	$11,616.00	$0.00	$11,616.00
Dec 2025	$11,616.00	$0.00	$11,616.00
Dec 2026	$11,616.00	$0.00	$11,616.00
Dec 2027	$11,616.00	$0.00	$11,616.00
Total	**$58,080.00**	**$0.00**	**$58,080.00**

Quote Unbundled Price:	**$58,080.00**
Quote List Price:	**$58,080.00**
Quote Subtotal:	**$58,080.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73682	AUTO TAGGING LICENSE	102	60		$9.00	$9.00	$55,080.00	$0.00	$55,080.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
Total							**$58,080.00**	**$0.00**	**$58,080.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73682	AUTO TAGGING LICENSE	102	01/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1

Payment Details

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73682	AUTO TAGGING LICENSE	102	$11,016.00	$0.00	$11,016.00
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$600.00	$0.00	$600.00
Total				**$11,616.00**	**$0.00**	**$11,616.00**

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AUTO TAGGING LICENSE	102	$11,016.00	$0.00	$11,016.00
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$600.00	$0.00	$600.00
Total				**$11,616.00**	**$0.00**	**$11,616.00**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AUTO TAGGING LICENSE	102	$11,016.00	$0.00	$11,016.00
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$600.00	$0.00	$600.00
Total				**$11,616.00**	**$0.00**	**$11,616.00**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AUTO TAGGING LICENSE	102	$11,016.00	$0.00	$11,016.00
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$600.00	$0.00	$600.00
Total				**$11,616.00**	**$0.00**	**$11,616.00**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AUTO TAGGING LICENSE	102	$11,016.00	$0.00	$11,016.00
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	$600.00	$0.00	$600.00
Total				**$11,616.00**	**$0.00**	**$11,616.00**

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

10/26/2023

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

Q-466153-45215.571MA

Issued: 10/16/2023

Quote Expiration: 11/22/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 157674
Payment Terms: N30
Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Wendell Mitchell Phone: (972) 874-3344 Email: wendell.mitchell@flower-mound.com Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	$654,366.20
ESTIMATED TOTAL W/ TAX	$654,366.20

Discount Summary

Average Savings Per Year	$44,622.97
TOTAL SAVINGS	$230,552.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	$130,873.24	$0.00	$130,873.24
Nov 2024	$130,873.24	$0.00	$130,873.24
Nov 2025	$130,873.24	$0.00	$130,873.24
Nov 2026	$130,873.24	$0.00	$130,873.24
Nov 2027	$130,873.24	$0.00	$130,873.24
Total	**$654,366.20**	**$0.00**	**$654,366.20**

Quote Unbundled Price:	**$884,918.20**
Quote List Price:	**$789,385.00**
Quote Subtotal:	**$654,366.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	102	60	$114.19	$98.58	$98.58	$603,309.60	$0.00	$603,309.60
A la Carte Hardware									
H00001	AB4 Camera Bundle	87			$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	12			$1,595.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	15			$849.00	$849.00	$12,735.00	$0.00	$12,735.00
H00001	AB4 Camera Bundle	1			$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	1			$1,595.00	$665.70	$665.70	$0.00	$665.70
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	62		$0.55	$0.00	$0.00	$0.00	$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	87	2		$39.00	$7.50	$1,305.00	$0.00	$1,305.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	87	2		$24.00	$24.00	$4,176.00	$0.00	$4,176.00
BasicLicense	Basic License Bundle	7	60		$16.87	$16.25	$6,825.00	$0.00	$6,825.00
ProLicense	Pro License Bundle	10	60		$42.91	$42.25	$25,349.90	$0.00	$25,349.90
Total							**$654,366.20**	**$0.00**	**$654,366.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	87	01/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	01/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	15	01/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	96	01/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	2	01/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	17	01/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	96	01/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	2	01/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	17	01/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	12	01/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	01/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	12	01/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	105	07/01/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	13	07/01/2026
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	105	01/01/2029
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	13	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	12/01/2023	01/31/2029
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	87	12/01/2023	01/31/2024
A la Carte	73746	PROFESSIONAL EVIDENCE.COM LICENSE	87	12/01/2023	01/31/2024
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	7	02/01/2024	01/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	7	02/01/2024	01/31/2029
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	102	02/01/2024	01/31/2029
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	102	02/01/2024	01/31/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	30	02/01/2024	01/31/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	02/01/2024	01/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	102	02/01/2024	01/31/2029
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	3	02/01/2024	01/31/2029
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	13	01/01/2025	01/31/2029

Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	87	$835.20	$0.00	$835.20
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	87	$261.00	$0.00	$261.00
Year 1	BasicLicense	Basic License Bundle	7	$1,365.00	$0.00	$1,365.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	102	$120,661.92	$0.00	$120,661.92
Year 1	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	15	$2,547.00	$0.00	$2,547.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	12	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	1	$133.14	$0.00	$133.14
Year 1	ProLicense	Pro License Bundle	10	$5,069.98	$0.00	$5,069.98
Total				**$130,873.24**	**$0.00**	**$130,873.24**

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	87	$835.20	$0.00	$835.20
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	87	$261.00	$0.00	$261.00
Year 2	BasicLicense	Basic License Bundle	7	$1,365.00	$0.00	$1,365.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	102	$120,661.92	$0.00	$120,661.92
Year 2	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	15	$2,547.00	$0.00	$2,547.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	12	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	$133.14	$0.00	$133.14
Year 2	ProLicense	Pro License Bundle	10	$5,069.98	$0.00	$5,069.98
Total				**$130,873.24**	**$0.00**	**$130,873.24**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	87	$835.20	$0.00	$835.20
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	87	$261.00	$0.00	$261.00
Year 3	BasicLicense	Basic License Bundle	7	$1,365.00	$0.00	$1,365.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	102	$120,661.92	$0.00	$120,661.92
Year 3	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	15	$2,547.00	$0.00	$2,547.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	12	$0.00	$0.00	$0.00

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	$133.14	$0.00	$133.14
Year 3	ProLicense	Pro License Bundle	10	$5,069.98	$0.00	$5,069.98
Total				**$130,873.24**	**$0.00**	**$130,873.24**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	87	$835.20	$0.00	$835.20
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	87	$261.00	$0.00	$261.00
Year 4	BasicLicense	Basic License Bundle	7	$1,365.00	$0.00	$1,365.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	102	$120,661.92	$0.00	$120,661.92
Year 4	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	15	$2,547.00	$0.00	$2,547.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	12	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	$133.14	$0.00	$133.14
Year 4	ProLicense	Pro License Bundle	10	$5,069.98	$0.00	$5,069.98
Total				**$130,873.24**	**$0.00**	**$130,873.24**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	87	$835.20	$0.00	$835.20
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	87	$261.00	$0.00	$261.00
Year 5	BasicLicense	Basic License Bundle	7	$1,365.00	$0.00	$1,365.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	102	$120,661.92	$0.00	$120,661.92
Year 5	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	1	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	15	$2,547.00	$0.00	$2,547.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	12	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	$133.14	$0.00	$133.14
Year 5	ProLicense	Pro License Bundle	10	$5,069.98	$0.00	$5,069.98
Total				**$130,873.24**	**$0.00**	**$130,873.24**

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract #19126 (originated via Q-156470) from 12/1/2018 - 11/30/2023 and is terminating this contract effective 12/1/23. Termination of aforementioned contract(s) will be accepted when an executed copy of this agreement is received.

Signature

Date Signed

10/16/2023

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

Q-466054-45215.572MA

Issued: 10/16/2023

Quote Expiration: 11/22/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 157674
Payment Terms: N30
Delivery Method:

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

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

Quote Summary

Program Length	65 Months
TOTAL COST	$231,966.40
ESTIMATED TOTAL W/ TAX	$231,966.40

Discount Summary

Average Savings Per Year	$14,527.68
TOTAL SAVINGS	$78,691.60

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	$46,393.28	$0.00	$46,393.28
Nov 2024	$46,393.28	$0.00	$46,393.28
Nov 2025	$46,393.28	$0.00	$46,393.28
Nov 2026	$46,393.28	$0.00	$46,393.28
Nov 2027	$46,393.28	$0.00	$46,393.28
Total	**$231,966.40**	**$0.00**	**$231,966.40**

Quote Unbundled Price:	**$310,658.00**
Quote List Price:	**$314,620.40**
Quote Subtotal:	**$231,966.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3BRe	Fleet 3 Basic Renewal	26	60	$83.04	$85.58	$85.58	$133,504.80	$0.00	$133,504.80
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	26			$2,695.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52	5		$17.00	$0.00	$0.00	$0.00	$0.00
87050	FLEET VIEW XL LICENSE	26	5		$29.00	$0.00	$0.00	$0.00	$0.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	26	60		$64.01	$61.19	$95,461.60	$0.00	$95,461.60
A la Carte Services									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
Total							**$231,966.40**	**$0.00**	**$231,966.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	26	04/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52	12/01/2023	04/30/2024
A la Carte	87050	FLEET VIEW XL LICENSE	26	12/01/2023	04/30/2024
Fleet 3 Basic Renewal	80400	FLEET, VEHICLE LICENSE	26	05/01/2024	04/30/2029
Fleet 3 Basic Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52	05/01/2024	04/30/2029
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	26	05/01/2024	04/30/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	26
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	26	04/01/2025	04/30/2029

Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	$600.00	$0.00	$600.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	26	$0.00	$0.00	$0.00
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	26	$19,092.33	$0.00	$19,092.33
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52	$0.00	$0.00	$0.00
Year 1	87050	FLEET VIEW XL LICENSE	26	$0.00	$0.00	$0.00
Year 1	Fleet3BRe	Fleet 3 Basic Renewal	26	$26,700.95	$0.00	$26,700.95
Total				**$46,393.28**	**$0.00**	**$46,393.28**

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	$600.00	$0.00	$600.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	26	$0.00	$0.00	$0.00
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	26	$19,092.33	$0.00	$19,092.33
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52	$0.00	$0.00	$0.00
Year 2	87050	FLEET VIEW XL LICENSE	26	$0.00	$0.00	$0.00
Year 2	Fleet3BRe	Fleet 3 Basic Renewal	26	$26,700.95	$0.00	$26,700.95
Total				**$46,393.28**	**$0.00**	**$46,393.28**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	$600.00	$0.00	$600.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	26	$0.00	$0.00	$0.00
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	26	$19,092.33	$0.00	$19,092.33
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52	$0.00	$0.00	$0.00
Year 3	87050	FLEET VIEW XL LICENSE	26	$0.00	$0.00	$0.00
Year 3	Fleet3BRe	Fleet 3 Basic Renewal	26	$26,700.95	$0.00	$26,700.95
Total				**$46,393.28**	**$0.00**	**$46,393.28**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	$600.00	$0.00	$600.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	26	$0.00	$0.00	$0.00
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	26	$19,092.33	$0.00	$19,092.33
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52	$0.00	$0.00	$0.00
Year 4	87050	FLEET VIEW XL LICENSE	26	$0.00	$0.00	$0.00
Year 4	Fleet3BRe	Fleet 3 Basic Renewal	26	$26,700.95	$0.00	$26,700.95
Total				**$46,393.28**	**$0.00**	**$46,393.28**

Nov 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	$600.00	$0.00	$600.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	26	$0.00	$0.00	$0.00
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	26	$19,092.33	$0.00	$19,092.33
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52	$0.00	$0.00	$0.00
Year 5	87050	FLEET VIEW XL LICENSE	26	$0.00	$0.00	$0.00
Year 5	Fleet3BRe	Fleet 3 Basic Renewal	26	$26,700.95	$0.00	$26,700.95
Total				**$46,393.28**	**$0.00**	**$46,393.28**

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract #19126 (originated via Q-156470) from 12/1/2018 - 11/30/2023 and is terminating this contract effective 12/1/23. Termination of aforementioned contract(s) will be accepted when an executed copy of this agreement is received.

Signature	Date Signed
10/16/2023	

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

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

Purpose and Intent

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

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

Acceptance

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

Force Majeure

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

Schedule Change

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

Axon Fleet Deliverables

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

Security Clearance and Access

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

Training

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

Local Computer

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

Network

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

Cradlepoint Router

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

Evidence.com

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

Wireless Upload System

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

VEHICLE INSTALLATION

Preparedness

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

Existing Mobile Video Camera System Removal

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

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

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

In-Car Hardware/Software Delivery and Installation

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

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

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

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

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

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

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

Q-462699-45215.725MA

Issued: 10/16/2023

Quote Expiration: 11/22/2023

Estimated Contract Start Date: 01/15/2024

Account Number: 157674
Payment Terms: N30
Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Wendell Mitchell Phone: (972) 874-3344 Email: wendell.mitchell@flower-mound.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$51,696.00
ESTIMATED TOTAL W/ TAX	$51,696.00

Discount Summary

Average Savings Per Year	$5,615.24
TOTAL SAVINGS	$28,076.20

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	$10,339.20	$0.00	$10,339.20
Dec 2024	$10,339.20	$0.00	$10,339.20
Dec 2025	$10,339.20	$0.00	$10,339.20
Dec 2026	$10,339.20	$0.00	$10,339.20
Dec 2027	$10,339.20	$0.00	$10,339.20
Total	**$51,696.00**	**$0.00**	**$51,696.00**

Quote Unbundled Price:	**$79,772.20**
Quote List Price:	**$73,969.00**
Quote Subtotal:	**$51,696.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($22,272.00)	($22,272.00)	$0.00	($22,272.00)
T7Basic	TASER 7 Basic Bundle	24	60	$50.03	$46.00	$46.00	$66,240.00	$0.00	$66,240.00
A la Carte Hardware									
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96			$40.25	$40.25	$3,864.00	$0.00	$3,864.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96			$40.25	$40.25	$3,864.00	$0.00	$3,864.00
Total							**$51,696.00**	**$0.00**	**$51,696.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	24	12/15/2023
TASER 7 Basic Bundle	20018	TASER BATTERY PACK, TACTICAL	28	12/15/2023
TASER 7 Basic Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	22	12/15/2023
TASER 7 Basic Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2	12/15/2023
TASER 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/15/2023
TASER 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/15/2023
TASER 7 Basic Bundle	74200	TASER 6-BAY DOCK AND CORE	1	12/15/2023
TASER 7 Basic Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/15/2023
TASER 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/15/2023
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	12/15/2023
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	12/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	24	01/15/2024	01/14/2029
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	01/15/2024	01/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	28	12/15/2024	01/14/2029
TASER 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	24	12/15/2024	01/14/2029
TASER 7 Basic Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/15/2024	01/14/2029

Payment Details

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,454.40)	$0.00	($4,454.40)
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 1	T7Basic	TASER 7 Basic Bundle	24	$13,248.00	$0.00	$13,248.00
Total				**$10,339.20**	**$0.00**	**$10,339.20**

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,454.40)	$0.00	($4,454.40)
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 2	T7Basic	TASER 7 Basic Bundle	24	$13,248.00	$0.00	$13,248.00
Total				**$10,339.20**	**$0.00**	**$10,339.20**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,454.40)	$0.00	($4,454.40)
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 3	T7Basic	TASER 7 Basic Bundle	24	$13,248.00	$0.00	$13,248.00
Total				**$10,339.20**	**$0.00**	**$10,339.20**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,454.40)	$0.00	($4,454.40)
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 4	T7Basic	TASER 7 Basic Bundle	24	$13,248.00	$0.00	$13,248.00
Total				**$10,339.20**	**$0.00**	**$10,339.20**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,454.40)	$0.00	($4,454.40)
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	$772.80	$0.00	$772.80
Year 5	T7Basic	TASER 7 Basic Bundle	24	$13,248.00	$0.00	$13,248.00
Total				**$10,339.20**	**$0.00**	**$10,339.20**

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract #00019820 (originated via Q-145873) and is terminating that contract upon the new license start date (1/15/2024) of this quote.

Signature

Date Signed

10/16/2023

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

DATE: November 6, 2023
FROM: Henry Lucio, Captain Special Services
ITEM: **Consider approval of the Amendment to the approved professional service agreement with Front Line Mobile Health to include police department personnel in the amount of $34,000.00 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Annual physicals are effective in providing early detection and prevention of many kinds of diseases and health conditions that may make the performance of a police officer's job unsafe for the officers as well as the rest of the department. The physical provides a baseline for the personnel and measures change over time. This physical consists of a comprehensive series of various diagnostic screenings and an extensive physician examination and one on one counseling.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $34,000.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$34,000.00	100-640-43500-5110

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Front Line Mobile Health, LLC Amendment-Letter dated 11-01-2023

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

FRONT LINE
MOBILE HEALTH
a veteran-owned company

November 1, 2023

Ms. Marquita Shamlin
City of Flower Mound, Texas
Purchasing Department

Dear Ms. Shamlin,

Front Line Mobile Health welcomes the opportunity to add Flower Mound Police Department to the Professional Services Agreement that is in place for the services we provide to Flower Mound Fire Department.

All terms and conditions in that agreement will now also apply to the Police Department.

Sincerely,

Bruce VanderHaar
Chief Marketing Officer
Front Line Mobile Health

Agreed to:

By: *Name, Title*

_____

_____

Date Signed: _____

By: *Mayor Derek France*

_____

_____

Date Signed: _____

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

DATE: November 6, 2023
FROM: Henry Lucio, Captain Special Services
ITEM: **Consider approval of the Amendment to Chapter 6, "Animals" in the Code of Ordinances by adding section 6-128. This amendment will allow for any needed medical care of animals and timely placement without the time requirement of a property hearing.**

BACKGROUND: Occasionally, Flower Mound Police arrest individuals who have their pets with them. When there is no other person available to pick up the arrested person's pet, Flower Mound Animal Services assumes responsibility for the care and housing. Since the first of the year, Flower Mound Officers have made several such arrests in which the arrested person is incarcerated much longer than anticipated. Sometimes, they feel a family member will pick up the animal, but they do not follow through. The Flower Animal Adoption Center staff housed one animal for almost six months.

The Animal Adoption Center is not intended to be a long-term boarding facility. However, as our ordinance reads, we would have to file for a property hearing to have the animal awarded to the Town to make the animal available for adoption. We recommend when the Town takes animals into "protective custody," the owner has 14 days to make arrangements for the animals, or they will become property of the Town. Our research found this is a similar practice in other municipalities. Further, the Town's municipal judge has also reviewed and agreed with the recommended ordinance changes.

BOARD REVIEW/CITIZEN FEEDBACK: The proposed amendment was reviewed by the Animal Service Board. All questions were answered and there were no objections to the proposed changes.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)	**Account Number(s):**
N/A	N/A

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Animal Protective Custody.Final

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

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE IV, "IMPOUNDMENT, REDEMPTION AND DISPOSITON," OF CHAPTER 6, "ANIMALS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SECTION 6-122 TO PERMIT THE ANIMAL CONTROL AGENT TO PROVIDE MEDICAL CARE FOR IMPOUNDED ANIMALS AND BY ADDING SECTION 6-128, "PROTECTIVE CUSTODY," TO ESTABLISH GUIDELINES FOR HOLDING PERIODS FOR ANIMALS IMPOUNDED DUE TO ARREST OR EMERGENCY, AND TRANSFERING OWNERSHIP AT THE END OF A SPECIFIC HOLD PERIOD; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town previously adopted regulations pertaining to the impoundment, redemption, and disposition of animals at the Flower Mound Animal Adoption Center ("Center"); and,

WHEREAS, the Town Center has experienced extended impoundment of animals due to the arrest of owners or emergency situations; and,

WHEREAS, the Town has determined it is necessary to establish guidelines for the holding periods for animals that are impounded at the Center due to arrest, medical emergency, death, fire, or other circumstances, either man-made or natural, and to establish that the legal ownership of the animal(s) is automatically transferred to the Town at the end of the holding period established herein; and,

WHEREAS, the Town Council finds that establishing a protective custody ordinance as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public.

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

SECTION 1

Section 6-122, "Duties of Town enforcement agent," Article IV, "Impoundment, Redemption and Disposition" of Chapter 6, "Animals," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 6-122. – Duties of Town enforcement agent.

(a) If, by identification tag, the owner of an impounded animal can be identified, the Town enforcement agent ("Agent") will, as soon as practical, notify the owner, either in person or by telephone of the impoundment. If the animal is locally owned within the Town and telephone contact cannot be made, the Agent will leave a notice at the owner's residence indicating that the animal has been impounded.

(b) The Town enforcement agent shall immediately be considered the designated caretaker of an impounded animal, including any injured animal found at large or abandoned. As the designated caretaker, the animal control authority shall have the authority to administer preventative immunizations and any required medical treatment upon immediate intake of the animal as necessary for the safety, care, and comfort of the animal. The owner shall be responsible for repayment of all costs incurred by the Town in providing necessary treatment to the animal.

(c) All impounded animals shall be kept for not less than five (5) days, unless the animal is reclaimed earlier by the owner under acceptable conditions. However, no impoundment period is required for any animal voluntarily delivered and released to the animal control facility or Town animal control officer by its owner.

(d) Any animal, whether licensed or unlicensed, which is in great pain and suffering due to injury from which the animal probably will not recover, or which appears to have rabies, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the town animal control officer."

SECTION 2

Article IV, "Impoundment, Redemption and Disposition" of Chapter 6, "Animals," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add Section 6-128, "Protective Custody," to read as follows:

"**Sec. 6-128. - Protective Custody.**

(a) Protective Custody shall mean the holding of an animal in the Center due to arrest, medical emergency, hospitalization, eviction, death, fire, or other man-made or natural disaster at the request of either the animal owner or of a law enforcement agency.

(b) Impoundment.

(1) The Town enforcement agent shall hold an animal in protective custody at the request of a peace officer or owner of the property where the animal is located when the owner of the animal is temporarily unable to provide for or maintain control of their animal due to arrest, medical emergency, hospitalization, eviction,

death, fire, or other man-made or natural disaster, and when there is no person present at the property who is seventeen (17) years of age or older who will assume responsibility for the animal.

(2) The Town shall be considered the designated caretaker of an impounded animal immediately upon intake at the shelter. As the designated caretaker, the animal control authority shall have the authority to administer preventative immunizations and any required medical treatment upon immediate intake of the animal as necessary for the safety, care, and comfort of the animal. The owner shall be responsible for repayment of all costs incurred by the Town in providing necessary treatment to the animal.

(3) After the expiration of any required holding period, as indicated in this section, the Town shall become the full owner of the animal in question and may dispose of the animal in accordance with this Chapter.

(c) The owner or person who was rightfully in possession of the animal in protective custody will be notified of: (1) the location of the animal, (2) that the animal will be held for a period of fourteen (14) days after notification, and (3) the conditions under which the animal may be released.

(1) Animals held under protective custody may be released to an owner or authorized person identified by the owner.

(2) The receiving person must:

i. Agree to take possession of the animal(s);

ii. Be capable of properly caring for the animal(s); and

iii. Be seventeen (17) years of age or older.

(3) All reasonable attempts shall be made by Animal Services to arrange for the animal's safe release back to the actual owner, or a person authorized by the owner, to reclaim the animal and provide for the care of the animal.

(4) At the discretion of Animal Services, the fourteen (14) day hold period may be extended for good cause.

(d) Disposition of animals.

(1) Any animal held in protective custody that is not claimed by the end of the holding period shall become the sole property of the Town and shall be dispositioned in one of the following ways:

i. Adoption;

ii. Release to an approved animal rescue, transfer partner, or another animal shelter; or

iii. Humane euthanasia.

Secs. 6-129 – 6-160. Reserved."

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except 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 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council 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 6

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances or any ordinances governing animals 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 7

The Town Secretary of the Town is hereby directed to publish the caption of this Ordinance in the official newspaper of the Town as required by Section 3.07 of the Charter of the Town.

SECTION 8

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

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

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

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

DATE: November 6, 2023
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of Amendment No. 1 to the Fiscal Year 2023-2024 Capital Improvement Program.**

BACKGROUND: The proposed CIP Amendment No. 1, for FY 2023-24 will increase the currently adopted General Fund expenditures from $23,138,500 to $23,485,500 and will increase the currently adopted Utility Fund budget expenditures from $15,158,000 to $15,578,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT:

General Fund	$347,000.00
Utility Fund	$420,000.00

Proposed CIP:

FY 2023-2024:	General Capital Projects	$23,485,500
	Utility Capital Projects	$15,578,000
Five Year CIP:	General Capital Projects	$281,804,056
	Utility Capital Projects	$229,226,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2023-2024 CIP Amendment No. 1.

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Project Modification List
2. CIP 2023-24 Amendment 1 Changes
3. CIP 2023-24 Amendment 1

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

Project Modification Listing

Attachment 1

FY 2023-2024 - CIP Amendment 1

November 6, 2023

General Fund

Park Projects	Description	FY 22-23	5 Yr CIP
Gerault Park Improvements	Additional funding required due to incrased material and installtion costs. Increase FY23-24 by $82,000 from 4B Dedicated Sales Tax. Additional funds approved at the October 30, Community Development Corportion Meeting.	$82,000	$82,000
Tealwood Oaks Park	Additional funding required due to incrased material and installtion costs. Increase FY23-24 by $205,000 from 4B Dedicated Sales Tax. Additional funds approved at the October 30, Community Development Corporation Meeting.	$205,000	$205,000
Leonard & Helen Johns Master Plan	Additional funding required for new project. Increase FY23-24 by $60,000 from 4B Dedicated Sales Tax. Additional funds approved at the October 30, Community Development Corporation Meeting.	$60,000	$60,000
	Total Parks Impact	**$347,000**	**$347,000**
	Total General Fund Impact	**$347,000**	**$347,000**

Utility Funds

Wastewater Projects	Description	FY 22-23	5 Yr CIP
Glen Chester Lift Station Rehabilitation	Additional funding required due to incrased material and installtion costs. Increase FY23-24 by $420,000 from Project Savings.	$420,000	$420,000
	Total Wastewater Impact	**$420,000**	**$420,000**
	Total Utility Fund Impact	**$420,000**	**$420,000**

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 1
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	STREET PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	1,376,000	-	-	-	-	-	-	**1,376,000**	1,376,000	0,1,2	-	-		-	-	-	-	-
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	**2,198,000**	450,000	2,5	1,148,000	600,000	-	150,000	150,000	150,000	150,000	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	**433,337**	193,337	3	-	240,000	-	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	**31,038,000**	26,477,022	0	-	4,560,978	-	-	-	-	-	4,560,978
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	7,057,000	-	-	-	-	-	-	**7,057,000**	7,057,000	0,1,2	-	-	-	-	-	-	-	-
	Dixon Lane at 2499 Intersection Improvement **	-	-	560,000	-	-	-	-	**560,000**	-		-	560,000	-	560,000	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	358,331		-	-	-	-	-	**358,331**	358,331	7	-			-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	**3,000,000**	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	300,000	-	-		-	-	-	**300,000**	300,000	2	-		-	-		-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	**22,005,000**	11,005,000	0	-	11,000,000	-	-	-	-	-	11,000,000
	Karnes Road **	830,000	-	-	-	-	-	-	**830,000**	830,000	7	-	-	-	-	-	-	-	-
	Kirkpatrick Lane Phase III (South of FM 1171) **	-		12,418,000	-	-	-	-	**12,418,000**	12,418,000	0,1	-	-	-	-	-	-	-	-
	Lakeside Parkway Capacity Improvements **	1,160,000	9,950,000	-	-	-	-	-	**11,110,000**	11,110,000	0,1,2	-	-		-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	**14,401,000**	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Retaining Wall at the Mound **	375,000	-	-	-	-	-	-	**375,000**	375,000	2	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	**8,500,000**	8,500,000	7	-	-	-	-	-	-	-	-
	Roadway Amenities	953,083	90,000	90,000	90,000	90,000	90,000	-	**1,403,083**	758,083	2,4	285,000	360,000		90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	**9,933,000**	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	Scenic Road (Walsingham Drive to FM 1171)	-	400,000	2,000,000	-	-	-	-	**2,400,000**	-		-	2,400,000	400,000	2,000,000	-	-	-	-
	Sidewalk Links **	1,711,000	150,000	150,000	150,000	150,000	150,000	-	**2,461,000**	1,861,000	2,4	-	600,000		150,000	150,000	150,000	150,000	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	**8,574,000**	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	420,000	75,000	-	-	-	-	-	**495,000**	495,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	**15,572,000**	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	**4,444,000**	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	**3,512,000**	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	**350,000**	350,000	4	-	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	**1,353,000**	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	**2,300,000**	560,000	0	-	1,740,000	-	1,740,000	-	-	-	-
	SUBTOTAL	**$ 27,988,414**	**$ 10,665,000**	**$ 17,668,000**	**$ 390,000**	**$ 390,000**	**$ 390,000**	**$111,265,337**	**$ 168,756,751**	**$ 106,928,773**		**$ 1,433,000**	**$ 60,394,978**	**$ 400,000**	**$ 4,690,000**	**$ 390,000**	**$ 390,000**	**$ 390,000**	**$ 54,134,978**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
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SUMMARY OF FIVE YEAR CIP PLAN
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	SIGNAL PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Adaptive Traffic Signal Upgrade	1,000,000	-	-	1,300,000	-	-	2,600,000	**4,900,000**	1,000,000	4,7	-	3,900,000	-	-	1,300,000	-	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	**1,000,000**	500,000	1	-	500,000	-	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	**450,000**	450,000	0,1	-	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	-	500,000	-	-	**500,000**	500,000	4	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	530,000	-	-	-	-	-	-	**530,000**	530,000	0,1	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	500,000	-	-	-	-	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4,5	-	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	-	-	500,000	-	**500,000**	500,000	4	-	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	360,000	-	-	-	-	-	-	**360,000**	360,000	4	-	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,215,000	190,000	190,000	190,000	190,000	190,000	-	**2,165,000**	780,000	2,4	625,000	760,000	-	190,000	190,000	190,000	190,000	-
	Traffic Signal Preemption Upgrade	82,500	88,500	88,500	88,500	59,000	-	-	**407,000**	171,000	4	-	236,000	-	88,500	88,500	59,000	-	-
	Traffic Signal Analytics Cameras	-	300,000	-	-	-	-	-	**300,000**	300,000	1	-	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	300,000	-	-	-	**1,030,000**	1,030,000	0,1,2,4,9	-	-	-	-	-	-	-	-
	SUBTOTAL	**$ 4,367,500**	**$ 578,500**	**$ 778,500**	**$ 1,878,500**	**$ 749,000**	**$ 690,000**	**$ 6,100,000**	**$ 15,142,000**	**$ 9,121,000**		**$ 625,000**	**$ 5,396,000**	**$ -**	**$ 278,500**	**$ 1,578,500**	**$ 249,000**	**$ 190,000**	**$ 3,100,000**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
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	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Amhearst Lane Reconstruction (Bershire Drive and Lake Forest Boulevard	-	-	-	1,250,000	-	-	-	**1,250,000**	1,250,000	8	-	-	-	-	-	-	-	-
	Bennington Avenue and Bentley Drive Reconstruction	-	-	-	-	-	1,900,000	-	**1,900,000**	1,900,000	8	-	-	-	-	-	-	-	-
	Bluestem Street and Buckthorn Court Reconstruction	-	-	-	-	-	-	1,120,000	**1,120,000**	1,120,000	8	-	-	-	-	-	-	-	-
	Bordeaux Way Reconstruction	-	950,000	-	-	-	-	-	**950,000**	950,000	8	-	-	-	-	-	-	-	-
	Buckner Court Reconstruction	-	-	-	-	800,000	-	-	**800,000**	800,000	8		-	-	-	-	-	-	-
	Coker Drive Panel Replacement	-	-		-	1,200,000	-	-	**1,200,000**	1,200,000	8	-	-	-	-	-	-	-	-
	Covington Drive and Warrington Avenue Reconstruction	-	-	-	-	1,630,000	-	-	**1,630,000**	1,630,000	8	-	-	-	-	-	-	-	-
	Danley Court Reconstruction	-	-	-	-	900,000	-	-	**900,000**	900,000	8	-	-	-	-	-	-	-	-
	Dickens Lane Reconstruction (Commonwealth Drive to Crossbow Lane)	-	-	-	600,000		-	-	**600,000**	600,000	8	-	-	-	-	-	-	-	-
	Flower Mound Road Panel Replacement (Long Prairie to Quail Run Road)	-	-	3,900,000	-	-	-	-	**3,900,000**	3,900,000	8	-	-	-	-	-	-	-	-
	Hallford Court Reconstruction	-	-	800,000	-		-	-	**800,000**	800,000	2,8	-	-	-	-	-	-	-	-
	Harvard Drive Panel Replacement	-	-	-	1,200,000	-	-	-	**1,200,000**	1,200,000	8	-	-	-	-	-		-	-
	Hillside Lane Reconstruction	1,500,000	-	-	-	-	-	-	**1,500,000**	1,500,000	8	-	-	-	-	-	-	-	-
	Kales Lane and Dresage Lane Reconstruction	-	-	-	-	-	1,480,000	-	**1,480,000**	1,480,000	8	-	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	3,190,000	-	-	-	-	-	**3,190,000**	3,190,000	8	-	-	-	-	-	-	-	-
	Marcus Court Cul-de-sac Reconstruction	-	-	-	275,000	-	-	-	**275,000**	275,000	8	-	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christie Court to Colony Street)	-	-	-	1,300,000	-	-	-	**1,300,000**	1,300,000	8	-	-	-	-	-	-	-	-
	Morriss Road Panel Reconstruction	-	-	-	-	-	-	3,000,000	**3,000,000**	3,000,000	8	-	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	1,320,000	-	**1,990,000**	1,990,000	2,8	-	-	-	-	-	-	-	-
	Pedernales Falls Drive Reconstruction	-	-	-	-	-	-	710,000	**710,000**	710,000	8	-	-	-	-	-	-	-	
	Prospect Drive Panel Replacement	-	-	650,000	-	-	-	-	**650,000**	650,000	8	-	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	**1,000,000**	1,000,000	8	-	-	-	-	-	-	-	-
	Timber Valley Drive and Fairfield Lane Reconstruction	-	3,300,000	-	-	-	-	-	**3,300,000**	3,300,000	8	-	-	-	-	-	-	-	-
	Wichita Trail Reconstruction (Cardinal Drive and High Meadow)	-	-	2,400,000	-	-	-	-	**2,400,000**	2,400,000	8	-	-	-	-	-	-	-	-
	SUBTOTAL	**$ 3,170,000**	**$ 7,440,000**	**$ 7,750,000**	**$ 4,625,000**	**$ 4,530,000**	**$ 4,700,000**	**$ 4,830,000**	**$ 37,045,000**	**$ 37,045,000**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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TOWN OF FLOWER MOUND
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	FACILITY PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Facility Needs Assessment	-	100,000	-	-	-	-	-	**100,000**	100,000	2	-	-	-	-	-	-	-	-
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	1,001,000	10,010,000	-	**11,011,000**	-		-	11,011,000	-	-	-	1,001,000	10,010,000	-
	Joint Fire Training Facility	2,013,494	800,000	-	-	-	-	-	**2,813,494**	2,813,494	1,2,8	-	-	-	-	-	-	-	-
	SUBTOTAL	**$ 2,013,494**	**$ 900,000**	**$ -**	**$ -**	**$ 1,001,000**	**$ 10,010,000**	**$ -**	**$ 13,924,494**	**$ 2,913,494**		**$ -**	**$ 11,011,000**	**$ -**	**$ -**	**$ -**	**$ 1,001,000**	**$ 10,010,000**	**$ -**

*General Obligation Bonds
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Other Sources
0. Impact Fees
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	PARK PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	978,811	200,000	-	-	-	-	-	**1,178,811**	1,178,811	8	-	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Jakes Hilltop) **	-	400,000	-	-	-	-	-	**400,000**	400,000	8	-	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Northshore, Rustic Timbers, Thrush & Westchester) **	-	-	1,000,000	-	-	-	-	**1,000,000**	1,000,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	1,850,000	-	-	-	-	-	**1,850,000**	1,850,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase III	-	-	-	-	-	1,150,000	-	**1,150,000**	1,150,000	8	-	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	**3,150,000**	3,150,000	2,6,8	-	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	250,000	-	-	-	**250,000**	250,000	8	-	-	-	-	-	-	-	-
	Community Activity Center Expansion and Renovation Study	-	160,000	-	-	-	-	-	**160,000**	160,000	8	-	-	-	-	-	-	-	-
	Dunham Ranch	-	-	950,000	12,000,000	-	-	-	**12,950,000**			-	12,950,000	-	950,000	12,000,000	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
	Electronic Reader Board Sign at Gerault Park	-	85,000	-	-	-	-	-	**85,000**	85,000	8	-	-	-	-	-	-	-	-
OLD	**Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electicity, new grills, trash receptacles, picnic tables ****	**450,000**	-	-	-	-	-	-	**450,000**	**450,000**	**8**	-	-	-	-	-	-	-	-
NEW	**Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electicity, new grills, trash receptacles, picnic tables ****	**450,000**	**82,000**	-	-	-	-	-	**532,000**	**532,000**	**8**	-	-	-	-	-	-	-	-
	Gerault Park - Retrofit Ballfield and area lighting to LED	-	-	1,200,000	-	-	-	-	**1,200,000**	1,200,000	8	-	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	460,000	-	-	-	-	-	-	**460,000**	460,000	8	-	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	100,000	-	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
NEW	**Leonard & Helen Johns Master Plan**		**60,000**						**60,000**	**60,000**	**8**		-	-	-	-	-	-	-
	Oakbridge Development	-	-	-	50,000	120,000	1,200,000	-	**1,370,000**	1,370,000	8	-	-	-	-	-	-	-	-
	Park and Trail Amenities	785,000	75,000	75,000	75,000	75,000	75,000	-	**1,160,000**	1,160,000	6,8	-	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	50,000	-	-	-	-	**50,000**	50,000	8	-	-	-	-	-	-	-	-
	Parks and Recreation Master Plan	-	-	-	300,000	-	-	-	**300,000**	300,000	6,8	-	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	**2,955,000**	2,955,000	7	-	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	700,000	-	-	-	-	**700,000**	700,000	8	-	-	-	-	-	-	-	-
	Prairie Trail Park (Master Plan, Design, Construction)	-	-	50,000	150,000	1,500,000	-	-	**1,700,000**	1,700,000	8	-	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	150,000	-	-	**150,000**	150,000	8	-	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	285,000	-	-	-	-	-	**285,000**	285,000	8	-	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion with picnic tabels, grill, trash cans; trees; concrete; and Irrigation	-	230,000	-	-	-	-	-	**230,000**	230,000	8	-	-	-	-	-	-	-	-
OLD	**Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities**	**400,000**	-	-	-	-	-	-	**400,000**	**400,000**	**8**	-	-	-	-	-	-	-	-
NEW	**Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities**	**400,000**	**205,000**	-	-	-	-	-	**605,000**	**605,000**	**8**	-	-	-	-	-	-	-	-
	Trail Improvements - Gaston Park / Long Prairie Road (Cooridor 4 Study in MP)	-	-	-	-	2,600,000	-	-	**2,600,000**	2,600,000	8	-	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	500,000	250,000	250,000	250,000	250,000	250,000	-	**1,750,000**	1,750,000	2,8	-	-	-	-	-	-	-	-
	Trial Improvements - Shadow Ridge Park/Sweetwater Ln. (Cooridor Q in MP)	-	-	-	1,420,000	-	-	-	**1,420,000**	1,420,000	8	-	-	-	-	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
	Twin Coves Park (Assesment, Design, Construction)	-	20,000	-	700,000	6,000,000	-	-	**6,720,000**	6,720,000	8	-	-	-	-	-	-	-	-
	Wilkerson Park - Retrofit ballfield lights and are lighting to LED	-	-	-	-	-	215,000	-	**215,000**	215,000	8	-	-	-	-	-	-	-	-
OLD	**SUBTOTAL**	**$ 9,878,811**	**$ 3,555,000**	**$ 4,375,000**	**$ 15,195,000**	**$ 10,695,000**	**$ 2,890,000**	**$ -**	**$ 46,588,811**	**$ 33,638,811**		**$ -**	**$ 12,950,000**	**$ -**	**$ 950,000**	**$ 12,000,000**	**$ -**	**$ -**	**$ -**
NEW	**SUBTOTAL**	**$ 9,878,811**	**$ 3,902,000**	**$ 4,375,000**	**$ 15,195,000**	**$ 10,695,000**	**$ 2,890,000**	**$ -**	**$ 46,935,811**	**$ 33,985,811**		**$ -**	**$ 12,950,000**	**$ -**	**$ 950,000**	**$ 12,000,000**	**$ -**	**$ -**	**$ -**
OLD	**GRAND TOTAL GENERAL FUND**	**$ 47,418,219**	**$ 23,138,500**	**$ 30,571,500**	**$ 22,088,500**	**$ 17,365,000**	**$ 18,680,000**	**$122,195,337**	**$ 281,457,056**	**$ 189,647,078**		**$ 2,058,000**	**$ 89,751,978**	**$ 400,000**	**$ 5,918,500**	**$ 13,968,500**	**$ 1,640,000**	**$ 10,590,000**	**$ 57,234,978**
NEW	**GRAND TOTAL GENERAL FUND**	**$ 47,418,219**	**$ 23,485,500**	**$ 30,571,500**	**$ 22,088,500**	**$ 17,365,000**	**$ 18,680,000**	**$122,195,337**	**$ 281,804,056**	**$ 189,994,078**		**$ 2,058,000**	**$ 89,751,978**	**$ 400,000**	**$ 5,918,500**	**$ 13,968,500**	**$ 1,640,000**	**$ 10,590,000**	**$ 57,234,978**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 1
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	WATER PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Cedarcrest Water Line	1,080,000	-	-	-	-	-	-	**1,080,000**	-		1,080,000	-	-	-	-	-	-	-
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	**930,000**	175,000	0,3	-	755,000	-	-	-	-	-	755,000
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	-	-	-	-	-	**200,000**	200,000	0	-	-	-	-	-	-	-	-
	Denton Creek Spine Road 12-inch Water Line	450,000	-	-	-	-	-	2,160,000	**2,610,000**	450,000	0	-	2,160,000		-	-	-	-	2,160,000
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	**7,900,000**	300,000	0	-	7,600,000	-	-	-	-	-	7,600,000
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	-	-	-	-	19,540,000	**20,190,000**	650,000	0	-	19,540,000	-	-	-	-	-	19,540,000
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	**6,400,000**	290,000	0	-	6,110,000	-	-	-	-	-	6,110,000
	Forest Vista AC Water Line Decommissioning	105,000	-	-	-	-	-	-	**105,000**	105,000	2	-	-	-	-	-	-	-	-
	High Road Water Line Replacement Phase II	4,030,000	-	-	-	-	-	-	**4,030,000**	830,000	2	3,200,000	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	**650,000**	650,000	0	-	-	-	-	-	-	-	-
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	500,000	-	-	-	1,260,000	-	-	**1,760,000**	500,000	0,2	-	1,260,000	-	-	-	-	-	1,260,000
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	660,000	-	8,400,000		-	1,500,000	1,500,000	**12,060,000**	660,000	0	-	11,400,000	-	8,400,000	-	-	1,500,000	1,500,000
	Lakeside Water Reuse - Reuse Waterlines	340,000	-	3,800,000		-	2,000,000	12,450,000	**18,590,000**	340,000	0	-	18,250,000	-	3,800,000	-	-	2,000,000	12,450,000
	Lighthouse Booster Station Demolition	-	200,000	-	-	-	-	-	**200,000**	200,000	2	-	-		-	-	-	-	-
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	**4,250,000**	240,000	0	-	4,010,000	-	-	-	-	-	4,010,000
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-		-	720,000	-	-	**720,000**	100,000	0	-	620,000	-	-	-	620,000	-	-
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	7,435,000	-	-	-	-	-	-	**7,435,000**	5,157,000	0,1,2	2,278,000	-	-	-	-	-	-	-
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-		9,235,000	-	-	-	**9,585,000**	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	-
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	**1,710,000**	-		-	1,710,000	-	-	-	1,710,000	-	-
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	150,000	-	-	-	-	-	-	**150,000**	150,000	2	-	-	-	-	-	-	-	-
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	**710,000**	300,000	0	-	410,000	-	-	-	-	-	410,000
	Red Oak Lane Water Line Replacement	-	2,110,000		-	-	-	-	**2,110,000**	2,110,000	2	-	-	-	-	-	-	-	-
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	**750,000**	750,000	0,7	-	-	-	-	-	-	-	-
	River Oaks Drive Water Line	-		-	-	1,290,000	-	-	**1,290,000**	-		-	1,290,000	-	-	-	1,290,000	-	-
	Royal Oaks Water Line Replacement Phase I	1,480,000	-	-	-	-	-	-	**1,480,000**	100,000	2	1,380,000		-	-	-	-	-	-
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	**1,430,000**	70,000	0	130,000	1,230,000	-	-	-	-	-	1,230,000
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	**5,460,000**	250,000	0	-	5,210,000	-	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	**790,000**	-		-	790,000	-	-	-	-	-	790,000
	Stonehill Pump Station Motor Replacement	-	2,960,000	-	-	-	-	-	**2,960,000**	-		-	2,960,000	2,960,000	-	-	-	-	-
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	**550,000**	130,000	0	-	420,000	-	-	-	-	-	420,000
	Timber Creek Water Line Replacement Phase I	1,804,000	-	-	-	-	-	-	**1,804,000**	804,000	2	1,000,000	-	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase II	1,285,000	-	-	-	-	-	-	**1,285,000**	205,000	2	1,080,000	-	-	-	-	-	-	-
	Timber Valley and Fairfield Lane Water Line Replacement		700,000						**700,000**				700,000	700,000	-	-	-	-	-
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	**3,412,620**	87,620	0	50,000	3,275,000	-	-	-	-	-	3,275,000
	US 377 at FM 1171 Water Line Loop/Relocation	7,500,000	-	-	-	-	-	-	**7,500,000**	2,610,000	0,2	4,890,000	-	-	-	-	-	-	-
	Utility Asset Management & Utility Replacement	1,500,000	300,000	300,000	300,000	300,000	300,000	-	**3,000,000**	600,000	2	1,200,000	1,200,000		300,000	300,000	300,000	300,000	-
	Water System Leak Detection & Repair	800,000	50,000	50,000	50,000	50,000	50,000	-	**1,050,000**	200,000	2	650,000	200,000	-	50,000	50,000	50,000	50,000	-
	Water System Model Update	180,285	6,500	6,500	6,500	6,500	6,500	-	**212,785**	212,785	0,2	-	-	-	-	-	-	-	-
	Water System Security Implementation	150,000	150,000	150,000	150,000	150,000		-	**750,000**	300,000	2	-	450,000	-	150,000	150,000	150,000		-
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	**4,850,000**	200,000	0	-	4,650,000	-	-	-	-	-	4,650,000
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	**4,550,000**	350,000	0	-	4,200,000	-	-	-	-	-	4,200,000
	West Side Water Lines (West)	-	-	-	-	1,560,000	-	-	**1,560,000**	150,000	0	-	1,410,000	-	-	-	1,410,000	-	-
	Westchester Water Line Replacement	-	-		1,450,000	-	-	-	**1,450,000**	-		-	1,450,000	-	-	1,450,000	-	-	-
	Western Operations and Maintenance Facility (Buildout)	-	-	-	-	-	250,000	-	**250,000**	100,000	2	-	150,000	-	-	-	-	150,000	-
	SUBTOTAL	**$ 31,736,905**	**$ 6,476,500**	**$ 13,356,500**	**$ 11,191,500**	**$ 7,046,500**	**$ 4,106,500**	**$ 76,545,000**	**$ 150,459,405**	**$ 24,339,305**		**$ 16,938,000**	**$109,182,100**	**$ 3,660,000**	**$ 12,700,000**	**$ 7,722,100**	**$ 5,530,000**	**$ 4,000,000**	**$ 75,570,000**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 1
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	STORMWATER PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	**75,000**	75,000	2	-	$ -	-	-	-	-	-	-
	College Parkway Drainage Culvert Lining	-	25,000	-	-	-	-	-	**25,000**	25,000	2	-	$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	**375,000**	375,000	2	-	$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	75,000	-	-	-	-	**75,000**	75,000	2	-	$ -	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,900,000	-	-	-	-	-	-	**1,900,000**	1,900,000	7	-	$ -	-	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	500,000	-	-	-	-	-	**500,000**	500,000	2	-	$ -	-	-	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	**50,000**	50,000	2	-	$ -	-	-	-	-	-	-
	Orchard Dr. Drainage Improvement	-	-	-	-	500,000	-	-	**500,000**	500,000	2	-	$ -	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	-	-	1,000,000	-	**1,000,000**	1,000,000	2	-	$ -	-	-	-	-	-	-
	Range Wood Drive Drainage Improvements	1,325,000	-	-	-	-	-	-	**1,325,000**	1,325,000	2	-	$ -	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	**50,000**	50,000	2	-	$ -	-	-	-	-	-	-
	Storm Structure Rehabilitaiton	-	-	-	500,000	-	-	-	**500,000**	500,000	2	-	$ -	-	-	-	-	-	
	Sunset Y-Inlet Replacement	-	-	25,000	-	-	-	-	**25,000**	25,000	2	-	$ -	-	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	50,000	-	-	-	**50,000**	50,000	2	-	$ -	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	100,000	750,000	-	-	-	-	**850,000**	850,000	2	-	$ -	-	-	-	-	-	-
	SUBTOTAL	**$ 3,500,000**	**$ 625,000**	**$ 850,000**	**$ 825,000**	**$ 500,000**	**$ 1,000,000**	**$ -**	**$ 7,300,000**	**$ 7,300,000**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

*General Obligation Bonds
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Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	2,800,000	-	-	-	**2,800,000**	-		-	2,800,000	-	-	2,800,000	-	-	-
OLD	Glen Chester Lift Station Rehabilitation	200,000	1,200,000	-	-	-	-	-	**1,400,000**	200,000	2	-	1,200,000	1,200,000	-	-	-	-	-
NEW	Glen Chester Lift Station Rehabilitation	200,000	1,620,000	-	-	-	-	-	**1,820,000**	620,000	2	-	1,200,000	1,200,000	-	-	-	-	-
	Hillside Wasterwater Rehabilitation	300,000	-	-	-	-	-	-	**300,000**	300,000	2	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,980,000	250,000	250,000	250,000	250,000	250,000	-	**4,230,000**	830,000	2	2,400,000	1,000,000		250,000	250,000	250,000	250,000	-
	Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation	-	1,300,000	-	-	-	-	-	**1,300,000**				1,300,000	1,300,000	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	2,864,500	-	-	-	-	-	-	**2,864,500**	300,000	2	2,564,500	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	2,155,000	-	-	-	-	-	-	**2,155,000**	-		2,155,000	-	-	-	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)						1,900,000		**1,900,000**	-		-	1,900,000	-	-	-	-	1,900,000	-
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	**6,100,000**	5,719,500	0,2	380,500	-	-	-	-	-	-	-
	Red Oak Lane Sewer Line Replacement	-	2,300,000	-	-	-	-	-	**2,300,000**	2,300,000	2	-	-		-	-	-	-	-
	Riverwalk Collector (Morriss Rd. to Windsor Drive)	-	-	-	-	-	530,000	-	**530,000**	440,000	0,2	-	90,000	-	-	-	-	90,000	-
	Southside Force Main Extension	-	-	-	-	2,500,000	-	-	**2,500,000**	1,500,000	0	-	1,000,000	-	-	-	1,000,000	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	-	3,900,000	-	**3,900,000**	1,000,000	0,3,5	-	2,900,000	-	-	-	-	2,900,000	-
	Southside Pump Upgrade	90,000	-	-	-	590,000	-	-	**680,000**	390,000	0,5	-	290,000	-	-	-	290,000	-	-
	Spring Meadow Lane Sewer Line Replacement	1,635,000	-	-	-	-	-	-	**1,635,000**	95,000	2	1,540,000	-	-	-	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	900,000	-	-	-	-	-	**900,000**	-		-	900,000	900,000	-	-	-	-	-
	Timber Valley and Fairfield Lane Sewer Line Replacement	-	700,000	-	-	-	-	-	**700,000**				700,000	700,000	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	1,500,000	-	-	-	-	**1,500,000**	-		-	1,500,000		1,500,000	-	-	-	-
	Upper Timber Interceptor (Morriss Road to One Place Lane)	400,000	850,000	-	-	-		-	**1,250,000**	400,000	2	-	850,000	850,000	-	-		-	-
	Upper Timber Interceptor Capacity (College Parkway to Pecan Drive)	-	-	620,000	-	-	-	-	**620,000**	-		-	620,000		620,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	**430,000**	-		-	430,000	-	-	-	430,000	-	-
	Wastewater System Model Update	250,285	6,500	6,500	6,500	6,500	6,500	-	**282,785**	282,785	0,2	-	-	-	-	-	-	-	-
	Wastewater System Security Implementation	150,000	150,000	150,000	150,000	150,000		-	**750,000**	300,000	2	-	450,000	-	150,000	150,000	150,000		-
	Wastewater Treatment Final Clarifier No 3 and RAS Pump Rehabilitation	-			400,000	4,200,000	-	-	**4,600,000**	400,000	2	-	4,200,000	-			4,200,000	-	-
	Wastewater Treatment Plant Effluent Filter Rehabilitation	-	400,000	4,100,000		-	-	-	**4,500,000**	400,000	2	-	4,100,000	-	4,100,000		-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	**430,000**	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Primary Treatment Area Improvement	400,000	-	-	4,100,000	-	-	-	**4,500,000**	400,000	2	-	4,100,000	-		4,100,000	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	**13,000,000**	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	**1,000,000**	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wellington Interceptor Improvements	-	-	390,000	-	-	-	-	**390,000**	-		-	390,000	-	390,000	-	-	-	-
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	-	-	-	1,500,000	-	**1,500,000**	-		-	1,500,000	-	-	-	-	1,500,000	-
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	**100,000**	100,000	2	-	-	-	-	-	-	-	-
OLD	SUBTOTAL	$ 18,054,785	$ 8,056,500	$ 7,016,500	$ 7,706,500	$ 8,126,500	$ 8,086,500	$ 14,000,000	$ 71,047,285	$ 15,787,285		$ 9,040,000	$ 46,220,000	$ 4,950,000	$ 7,010,000	$ 7,300,000	$ 6,320,000	$ 6,640,000	$ 14,000,000
NEW	SUBTOTAL	$ 18,054,785	$ 8,476,500	$ 7,016,500	$ 7,706,500	$ 8,126,500	$ 8,086,500	$ 14,000,000	$ 71,467,285	$ 16,207,285		$ 9,040,000	$ 46,220,000	$ 4,950,000	$ 7,010,000	$ 7,300,000	$ 6,320,000	$ 6,640,000	$ 14,000,000
OLD	GRAND TOTAL UTILITY FUND	$ 53,291,690	$ 15,158,000	$ 21,223,000	$ 19,723,000	$ 15,673,000	$ 13,193,000	$ 90,545,000	$ 228,806,690	$ 47,426,590		$ 25,978,000	$155,402,100	$ 8,610,000	$ 19,710,000	$ 15,022,100	$ 11,850,000	$ 10,640,000	$ 89,570,000
NEW	GRAND TOTAL UTILITY FUND	$ 53,291,690	$ 15,578,000	$ 21,223,000	$ 19,723,000	$ 15,673,000	$ 13,193,000	$ 90,545,000	$ 229,226,690	$ 47,846,590		$ 25,978,000	$155,402,100	$ 8,610,000	$ 19,710,000	$ 15,022,100	$ 11,850,000	$ 10,640,000	$ 89,570,000

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
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	STREET PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	1,376,000	-	-	-	-	-	-	**1,376,000**	1,376,000	0,1,2	-	-		-	-	-	-	-
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	**2,198,000**	450,000	2,5	1,148,000	600,000	-	150,000	150,000	150,000	150,000	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	**433,337**	193,337	3	-	240,000	-	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	**31,038,000**	26,477,022	0	-	4,560,978	-	-	-	-	-	4,560,978
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	7,057,000	-	-	-	-	-	-	**7,057,000**	7,057,000	0,1,2	-	-	-	-	-	-	-	-
	Dixon Lane at 2499 Intersection Improvement **	-	-	560,000	-	-	-	-	**560,000**	-		-	560,000	-	560,000	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	358,331		-	-	-	-	-	**358,331**	358,331	7	-			-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	**3,000,000**	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	300,000	-	-		-	-	-	**300,000**	300,000	2	-		-	-		-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	**22,005,000**	11,005,000	0	-	11,000,000	-	-	-	-	-	11,000,000
	Karnes Road **	830,000	-	-	-	-	-	-	**830,000**	830,000	7	-	-	-	-	-	-	-	-
	Kirkpatrick Lane Phase III (South of FM 1171) **	-		12,418,000	-	-	-	-	**12,418,000**	12,418,000	0,1	-	-	-	-	-	-	-	-
	Lakeside Parkway Capacity Improvements **	1,160,000	9,950,000	-	-	-	-	-	**11,110,000**	11,110,000	0,1,2	-	-		-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	**14,401,000**	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Retaining Wall at the Mound **	375,000	-	-	-	-	-	-	**375,000**	375,000	2	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	**8,500,000**	8,500,000	7	-	-	-	-	-	-	-	-
	Roadway Amenities	953,083	90,000	90,000	90,000	90,000	90,000	-	**1,403,083**	758,083	2,4	285,000	360,000		90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	**9,933,000**	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	Scenic Road (Walsingham Drive to FM 1171)	-	400,000	2,000,000	-	-	-	-	**2,400,000**	-		-	2,400,000	400,000	2,000,000	-	-	-	-
	Sidewalk Links **	1,711,000	150,000	150,000	150,000	150,000	150,000	-	**2,461,000**	1,861,000	2,4	-	600,000		150,000	150,000	150,000	150,000	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	**8,574,000**	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	420,000	75,000	-	-	-	-	-	**495,000**	495,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	**15,572,000**	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	**4,444,000**	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	**3,512,000**	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	**350,000**	350,000	4	-	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	**1,353,000**	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	**2,300,000**	560,000	0	-	1,740,000	-	1,740,000	-	-	-	-
	SUBTOTAL	**$ 27,988,414**	**$ 10,665,000**	**$ 17,668,000**	**$ 390,000**	**$ 390,000**	**$ 390,000**	**$111,265,337**	**$ 168,756,751**	**$ 106,928,773**		**$ 1,433,000**	**$ 60,394,978**	**$ 400,000**	**$ 4,690,000**	**$ 390,000**	**$ 390,000**	**$ 390,000**	**$ 54,134,978**

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Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	SIGNAL PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Adaptive Traffic Signal Upgrade	1,000,000	-	-	1,300,000	-	-	2,600,000	**4,900,000**	1,000,000	4,7	-	3,900,000	-	-	1,300,000	-	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	**1,000,000**	500,000	1	-	500,000	-	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	**450,000**	450,000	0,1	-	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	-	500,000	-	-	**500,000**	500,000	4	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	530,000	-	-	-	-	-	-	**530,000**	530,000	0,1	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	500,000	-	-	-	-	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4,5	-	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	-	-	500,000	-	**500,000**	500,000	4	-	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	500,000	**500,000**	500,000	0,4	-	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	360,000	-	-	-	-	-	-	**360,000**	360,000	4	-	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,215,000	190,000	190,000	190,000	190,000	190,000	-	**2,165,000**	780,000	2,4	625,000	760,000	-	190,000	190,000	190,000	190,000	-
	Traffic Signal Preemption Upgrade	82,500	88,500	88,500	88,500	59,000	-	-	**407,000**	171,000	4	-	236,000	-	88,500	88,500	59,000	-	-
	Traffic Signal Analytics Cameras	-	300,000	-	-	-	-	-	**300,000**	300,000	1	-	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	300,000	-	-	-	**1,030,000**	1,030,000	0,1,2,4,9	-	-	-	-	-	-	-	-
	SUBTOTAL	**$ 4,367,500**	**$ 578,500**	**$ 778,500**	**$ 1,878,500**	**$ 749,000**	**$ 690,000**	**$ 6,100,000**	**$ 15,142,000**	**$ 9,121,000**		**$ 625,000**	**$ 5,396,000**	**$ -**	**$ 278,500**	**$ 1,578,500**	**$ 249,000**	**$ 190,000**	**$ 3,100,000**

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Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Amhearst Lane Reconstruction (Bershire Drive and Lake Forest Boulevard	-	-	-	1,250,000	-	-	-	**1,250,000**	1,250,000	8	-	-	-	-	-	-	-	-
	Bennington Avenue and Bentley Drive Reconstruction	-	-	-	-	-	1,900,000	-	**1,900,000**	1,900,000	8	-	-	-	-	-	-	-	-
	Bluestem Street and Buckthorn Court Reconstruction	-	-	-	-	-	-	1,120,000	**1,120,000**	1,120,000	8	-	-	-	-	-	-	-	-
	Bordeaux Way Reconstruction	-	950,000	-	-	-	-	-	**950,000**	950,000	8	-	-	-	-	-	-	-	-
	Buckner Court Reconstruction	-	-	-	-	800,000	-	-	**800,000**	800,000	8		-	-	-	-	-	-	-
	Coker Drive Panel Replacement	-	-		-	1,200,000	-	-	**1,200,000**	1,200,000	8	-	-	-	-	-	-	-	-
	Covington Drive and Warrington Avenue Reconstruction	-	-	-	-	1,630,000	-	-	**1,630,000**	1,630,000	8	-	-	-	-	-	-	-	-
	Danley Court Reconstruction	-	-	-	-	900,000	-	-	**900,000**	900,000	8	-	-	-	-	-	-	-	-
	Dickens Lane Reconstruction (Commonwealth Drive to Crossbow Lane)	-	-	-	600,000		-	-	**600,000**	600,000	8	-	-	-	-	-	-	-	-
	Flower Mound Road Panel Replacement (Long Prairie to Quail Run Road)	-	-	3,900,000	-	-	-	-	**3,900,000**	3,900,000	8	-	-	-	-	-	-	-	-
	Hallford Court Reconstruction	-	-	800,000	-		-	-	**800,000**	800,000	2,8	-	-	-	-	-	-	-	-
	Harvard Drive Panel Replacement	-	-	-	1,200,000	-	-	-	**1,200,000**	1,200,000	8	-	-	-	-	-		-	-
	Hillside Lane Reconstruction	1,500,000	-	-	-	-	-	-	**1,500,000**	1,500,000	8	-	-	-	-	-	-	-	-
	Kales Lane and Dresage Lane Reconstruction	-	-	-	-	-	1,480,000	-	**1,480,000**	1,480,000	8	-	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	3,190,000	-	-	-	-	-	**3,190,000**	3,190,000	8	-	-	-	-	-	-	-	-
	Marcus Court Cul-de-sac Reconstruction	-	-	-	275,000	-	-	-	**275,000**	275,000	8	-	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christie Court to Colony Street)	-	-	-	1,300,000	-	-	-	**1,300,000**	1,300,000	8	-	-	-	-	-	-	-	-
	Morriss Road Panel Reconstruction	-	-	-	-	-	-	3,000,000	**3,000,000**	3,000,000	8	-	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	1,320,000	-	**1,990,000**	1,990,000	2,8	-	-	-	-	-	-	-	-
	Pedernales Falls Drive Reconstruction	-	-	-	-	-	-	710,000	**710,000**	710,000	8	-	-	-	-	-	-	-	
	Prospect Drive Panel Replacement	-	-	650,000	-	-	-	-	**650,000**	650,000	8	-	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	**1,000,000**	1,000,000	8	-	-	-	-	-	-	-	-
	Timber Valley Drive and Fairfield Lane Reconstruction	-	3,300,000	-	-	-	-	-	**3,300,000**	3,300,000	8	-	-	-	-	-	-	-	-
	Wichita Trail Reconstruction (Cardinal Drive and High Meadow)	-	-	2,400,000	-	-	-	-	**2,400,000**	2,400,000	8	-	-	-	-	-	-	-	-
	SUBTOTAL	**$ 3,170,000**	**$ 7,440,000**	**$ 7,750,000**	**$ 4,625,000**	**$ 4,530,000**	**$ 4,700,000**	**$ 4,830,000**	**$ 37,045,000**	**$ 37,045,000**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	FACILITY PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Facility Needs Assessment	-	100,000	-	-	-	-	-	**100,000**	100,000	2	-	-	-	-	-	-	-	-
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	1,001,000	10,010,000	-	**11,011,000**	-		-	11,011,000	-	-	-	1,001,000	10,010,000	-
	Joint Fire Training Facility	2,013,494	800,000	-	-	-	-	-	**2,813,494**	2,813,494	1,2,8	-	-	-	-	-	-	-	-
	SUBTOTAL	**$ 2,013,494**	**$ 900,000**	**$ -**	**$ -**	**$ 1,001,000**	**$ 10,010,000**	**$ -**	**$ 13,924,494**	**$ 2,913,494**		**$ -**	**$ 11,011,000**	**$ -**	**$ -**	**$ -**	**$ 1,001,000**	**$ 10,010,000**	**$ -**

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TOWN OF FLOWER MOUND
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FY 2023-2024 AMENDMENT 1
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	PARK PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	978,811	200,000	-	-	-	-	-	**1,178,811**	1,178,811	8	-	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Jakes Hilltop) **	-	400,000	-	-	-	-	-	**400,000**	400,000	8	-	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Northshore, Rustic Timbers, Thrush & Westchester) **	-	-	1,000,000	-	-	-	-	**1,000,000**	1,000,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	1,850,000	-	-	-	-	-	**1,850,000**	1,850,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase III	-	-	-	-	-	1,150,000	-	**1,150,000**	1,150,000	8	-	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	**3,150,000**	3,150,000	2,6,8	-	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	250,000	-	-	-	**250,000**	250,000	8	-	-	-	-	-	-	-	-
	Community Activity Center Expansion and Renovation Study	-	160,000	-	-	-	-	-	**160,000**	160,000	8	-	-	-	-	-	-	-	-
	Dunham Ranch	-	-	950,000	12,000,000	-	-	-	**12,950,000**			-	12,950,000	-	950,000	12,000,000	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
	Electronic Reader Board Sign at Gerault Park	-	85,000	-	-	-	-	-	**85,000**	85,000	8	-	-	-	-	-	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electicity, new grills, trash receptacles, picnic tables **	450,000	82,000	-	-	-	-	-	**532,000**	532,000	8	-	-	-	-	-	-	-	-
	Gerault Park - Retrofit Ballfield and area lighting to LED	-	-	1,200,000	-	-	-	-	**1,200,000**	1,200,000	8	-	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	460,000	-	-	-	-	-	-	**460,000**	460,000	8	-	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	100,000	-	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
	Leonard & Helen Johns Master Plan		60,000						**60,000**	60,000	8		-	-	-	-	-	-	-
	Oakbridge Development	-	-	-	50,000	120,000	1,200,000	-	**1,370,000**	1,370,000	8	-	-	-	-	-	-	-	-
	Park and Trail Amenities	785,000	75,000	75,000	75,000	75,000	75,000	-	**1,160,000**	1,160,000	6,8	-	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	50,000	-	-	-	-	**50,000**	50,000	8	-	-	-	-	-	-	-	-
	Parks and Recreation Master Plan	-	-	-	300,000	-	-	-	**300,000**	300,000	6,8	-	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	**2,955,000**	2,955,000	7	-	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	700,000	-	-	-	-	**700,000**	700,000	8	-	-	-	-	-	-	-	-
	Prairie Trail Park (Master Plan, Design, Construction)	-	-	50,000	150,000	1,500,000	-	-	**1,700,000**	1,700,000	8	-	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	150,000	-	-	**150,000**	150,000	8	-	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	285,000	-	-	-	-	-	**285,000**	285,000	8	-	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion with picnic tabels, grill, trash cans; trees; concrete; and Irrigation	-	230,000	-	-	-	-	-	**230,000**	230,000	8	-	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	205,000	-	-	-	-	-	**605,000**	605,000	8	-	-	-	-	-	-	-	-
	Trail Improvements - Gaston Park / Long Prairie Road (Cooridor 4 Study in MP)	-	-	-	-	2,600,000	-	-	**2,600,000**	2,600,000	8	-	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	500,000	250,000	250,000	250,000	250,000	250,000	-	**1,750,000**	1,750,000	2,8	-	-	-	-	-	-	-	-
	Trial Improvements - Shadow Ridge Park/Sweetwater Ln. (Cooridor Q in MP)	-	-	-	1,420,000	-	-	-	**1,420,000**	1,420,000	8	-	-	-	-	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	**100,000**	100,000	8	-	-	-	-	-	-	-	-
	Twin Coves Park (Assesment, Design, Construction)	-	20,000	-	700,000	6,000,000	-	-	**6,720,000**	6,720,000	8	-	-	-	-	-	-	-	-
	Wilkerson Park - Retrofit ballfield lights and are lighting to LED	-	-	-	-	-	215,000	-	**215,000**	215,000	8	-	-	-	-	-	-	-	-
	SUBTOTAL	**$ 9,878,811**	**$ 3,902,000**	**$ 4,375,000**	**$ 15,195,000**	**$ 10,695,000**	**$ 2,890,000**	**$ -**	**$ 46,935,811**	**$ 33,985,811**		**$ -**	**$ 12,950,000**	**$ -**	**$ 950,000**	**$ 12,000,000**	**$ -**	**$ -**	**$ -**
	GRAND TOTAL GENERAL FUND	**$ 47,418,219**	**$ 23,485,500**	**$ 30,571,500**	**$ 22,088,500**	**$ 17,365,000**	**$ 18,680,000**	**$122,195,337**	**$ 281,804,056**	**$ 189,994,078**		**$ 2,058,000**	**$ 89,751,978**	**$ 400,000**	**$ 5,918,500**	**$ 13,968,500**	**$ 1,640,000**	**$ 10,590,000**	**$ 57,234,978**

*General Obligation Bonds

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
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	WATER PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Cedarcrest Water Line	1,080,000	-	-	-	-	-	-	**1,080,000**	-		1,080,000	-	-	-	-	-	-	-
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	**930,000**	175,000	0,3	-	755,000	-	-	-	-	-	755,000
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	-	-	-	-	-	**200,000**	200,000	0	-	-	-	-	-	-	-	-
	Denton Creek Spine Road 12-inch Water Line	450,000	-	-	-	-	-	2,160,000	**2,610,000**	450,000	0	-	2,160,000		-	-	-	-	2,160,000
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	**7,900,000**	300,000	0	-	7,600,000	-	-	-	-	-	7,600,000
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	-	-	-	-	19,540,000	**20,190,000**	650,000	0	-	19,540,000	-	-	-	-	-	19,540,000
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	**6,400,000**	290,000	0	-	6,110,000	-	-	-	-	-	6,110,000
	Forest Vista AC Water Line Decommissioning	105,000	-	-	-	-	-	-	**105,000**	105,000	2	-	-	-	-	-	-	-	-
	High Road Water Line Replacement Phase II	4,030,000	-	-	-	-	-	-	**4,030,000**	830,000	2	3,200,000	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	**650,000**	650,000	0	-	-	-	-	-	-	-	-
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	500,000	-	-	-	1,260,000	-	-	**1,760,000**	500,000	0,2	-	1,260,000	-	-	-	-	-	1,260,000
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	660,000	-	8,400,000		-	1,500,000	1,500,000	**12,060,000**	660,000	0	-	11,400,000	-	8,400,000	-	-	1,500,000	1,500,000
	Lakeside Water Reuse - Reuse Waterlines	340,000	-	3,800,000		-	2,000,000	12,450,000	**18,590,000**	340,000	0	-	18,250,000	-	3,800,000	-	-	2,000,000	12,450,000
	Lighthouse Booster Station Demolition	-	200,000	-	-	-	-	-	**200,000**	200,000	2	-	-		-	-	-	-	-
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	**4,250,000**	240,000	0	-	4,010,000	-	-	-	-	-	4,010,000
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-		-	720,000	-	-	**720,000**	100,000	0	-	620,000	-	-	-	620,000	-	-
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	7,435,000	-	-	-	-	-	-	**7,435,000**	5,157,000	0,1,2	2,278,000	-	-	-	-	-	-	-
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-		9,235,000	-	-	-	**9,585,000**	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	-
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	**1,710,000**	-		-	1,710,000	-	-	-	1,710,000	-	-
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	150,000	-	-	-	-	-	-	**150,000**	150,000	2	-	-	-	-	-	-	-	-
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	**710,000**	300,000	0	-	410,000	-	-	-	-	-	410,000
	Red Oak Lane Water Line Replacement	-	2,110,000		-	-	-	-	**2,110,000**	2,110,000	2	-	-	-	-	-	-	-	-
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	**750,000**	750,000	0,7	-	-	-	-	-	-	-	-
	River Oaks Drive Water Line	-		-	-	1,290,000	-	-	**1,290,000**	-		-	1,290,000	-	-	-	1,290,000	-	-
	Royal Oaks Water Line Replacement Phase I	1,480,000	-	-	-	-	-	-	**1,480,000**	100,000	2	1,380,000		-	-	-	-	-	-
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	**1,430,000**	70,000	0	130,000	1,230,000	-	-	-	-	-	1,230,000
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	**5,460,000**	250,000	0	-	5,210,000	-	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	**790,000**	-		-	790,000	-	-	-	-	-	790,000
	Stonehill Pump Station Motor Replacement	-	2,960,000	-	-	-	-	-	**2,960,000**	-		-	2,960,000	2,960,000	-	-	-	-	-
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	**550,000**	130,000	0	-	420,000	-	-	-	-	-	420,000
	Timber Creek Water Line Replacement Phase I	1,804,000	-	-	-	-	-	-	**1,804,000**	804,000	2	1,000,000	-	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase II	1,285,000	-	-	-	-	-	-	**1,285,000**	205,000	2	1,080,000	-	-	-	-	-	-	-
	Timber Valley and Fairfield Lane Water Line Replacement		700,000						**700,000**				700,000	700,000	-	-	-	-	-
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	**3,412,620**	87,620	0	50,000	3,275,000	-	-	-	-	-	3,275,000
	US 377 at FM 1171 Water Line Loop/Relocation	7,500,000	-	-	-	-	-	-	**7,500,000**	2,610,000	0,2	4,890,000	-	-	-	-	-	-	-
	Utility Asset Management & Utility Replacement	1,500,000	300,000	300,000	300,000	300,000	300,000	-	**3,000,000**	600,000	2	1,200,000	1,200,000		300,000	300,000	300,000	300,000	-
	Water System Leak Detection & Repair	800,000	50,000	50,000	50,000	50,000	50,000	-	**1,050,000**	200,000	2	650,000	200,000	-	50,000	50,000	50,000	50,000	-
	Water System Model Update	180,285	6,500	6,500	6,500	6,500	6,500	-	**212,785**	212,785	0,2	-	-	-	-	-	-	-	-
	Water System Security Implementation	150,000	150,000	150,000	150,000	150,000		-	**750,000**	300,000	2	-	450,000	-	150,000	150,000	150,000		-
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	**4,850,000**	200,000	0	-	4,650,000	-	-	-	-	-	4,650,000
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	**4,550,000**	350,000	0	-	4,200,000	-	-	-	-	-	4,200,000
	West Side Water Lines (West)	-	-	-	-	1,560,000	-	-	**1,560,000**	150,000	0	-	1,410,000	-	-	-	1,410,000	-	-
	Westchester Water Line Replacement	-	-		1,450,000	-	-	-	**1,450,000**	-		-	1,450,000	-	-	1,450,000	-	-	-
	Western Operations and Maintenance Facility (Buildout)	-	-	-	-	-	250,000	-	**250,000**	100,000	2	-	150,000	-	-	-	-	150,000	-
	SUBTOTAL	**$ 31,736,905**	**$ 6,476,500**	**$ 13,356,500**	**$ 11,191,500**	**$ 7,046,500**	**$ 4,106,500**	**$ 76,545,000**	**$ 150,459,405**	**$ 24,339,305**		**$ 16,938,000**	**$109,182,100**	**$ 3,660,000**	**$ 12,700,000**	**$ 7,722,100**	**$ 5,530,000**	**$ 4,000,000**	**$ 75,570,000**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
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	STORMWATER PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	**75,000**	75,000	2	-	$ -	-	-	-	-	-	-
	College Parkway Drainage Culvert Lining	-	25,000	-	-	-	-	-	**25,000**	25,000	2	-	$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	**375,000**	375,000	2	-	$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	75,000	-	-	-	-	**75,000**	75,000	2	-	$ -	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,900,000	-	-	-	-	-	-	**1,900,000**	1,900,000	7	-	$ -	-	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	500,000	-	-	-	-	-	**500,000**	500,000	2	-	$ -	-	-	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	**50,000**	50,000	2	-	$ -	-	-	-	-	-	-
	Orchard Dr. Drainage Improvement	-	-	-	-	500,000	-	-	**500,000**	500,000	2	-	$ -	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	-	-	1,000,000	-	**1,000,000**	1,000,000	2	-	$ -	-	-	-	-	-	-
	Range Wood Drive Drainage Improvements	1,325,000	-	-	-	-	-	-	**1,325,000**	1,325,000	2	-	$ -	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	**50,000**	50,000	2	-	$ -	-	-	-	-	-	-
	Storm Structure Rehabilitaiton	-	-	-	500,000	-	-	-	**500,000**	500,000	2	-	$ -	-	-	-	-	-	
	Sunset Y-Inlet Replacement	-	-	25,000	-	-	-	-	**25,000**	25,000	2	-	$ -	-	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	50,000	-	-	-	**50,000**	50,000	2	-	$ -	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	100,000	750,000	-	-	-	-	**850,000**	850,000	2	-	$ -	-	-	-	-	-	-
	SUBTOTAL	**$ 3,500,000**	**$ 625,000**	**$ 850,000**	**$ 825,000**	**$ 500,000**	**$ 1,000,000**	**$ -**	**$ 7,300,000**	**$ 7,300,000**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	2,800,000	-	-	-	**2,800,000**	-		-	2,800,000	-	-	2,800,000	-	-	-
	Glen Chester Lift Station Rehabilitation	200,000	1,620,000	-	-	-	-	-	**1,820,000**	620,000	2	-	1,200,000	1,200,000	-	-	-	-	-
	Hillside Wasterwater Rehabilitation	300,000	-	-	-	-	-	-	**300,000**	300,000	2	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,980,000	250,000	250,000	250,000	250,000	250,000	-	**4,230,000**	830,000	2	2,400,000	1,000,000		250,000	250,000	250,000	250,000	-
	Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation	-	1,300,000	-	-	-	-	-	**1,300,000**				1,300,000	1,300,000	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	2,864,500	-	-	-	-	-	-	**2,864,500**	300,000	2	2,564,500	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	2,155,000	-	-	-	-	-	-	**2,155,000**	-		2,155,000	-	-	-	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)						1,900,000		**1,900,000**	-		-	1,900,000	-	-	-	-	1,900,000	-
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	**6,100,000**	5,719,500	0,2	380,500	-	-	-	-	-	-	-
	Red Oak Lane Sewer Line Replacement	-	2,300,000	-	-	-	-	-	**2,300,000**	2,300,000	2	-	-		-	-	-	-	-
	Riverwalk Collector (Morriss Rd. to Windsor Drive)	-	-	-	-	-	530,000	-	**530,000**	440,000	0,2	-	90,000	-	-	-	-	90,000	-
	Southside Force Main Extension	-	-	-	-	2,500,000	-	-	**2,500,000**	1,500,000	0	-	1,000,000	-	-	-	1,000,000	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	-	3,900,000	-	**3,900,000**	1,000,000	0,3,5	-	2,900,000	-	-	-	-	2,900,000	-
	Southside Pump Upgrade	90,000	-	-	-	590,000	-	-	**680,000**	390,000	0,5	-	290,000	-	-	-	290,000	-	-
	Spring Meadow Lane Sewer Line Replacement	1,635,000	-	-	-	-	-	-	**1,635,000**	95,000	2	1,540,000	-	-	-	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	900,000	-	-	-	-	-	**900,000**	-		-	900,000	900,000	-	-	-	-	-
	Timber Valley and Fairfield Lane Sewer Line Replacement	-	700,000	-	-	-	-	-	**700,000**				700,000	700,000	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	1,500,000	-	-	-	-	**1,500,000**	-		-	1,500,000		1,500,000	-	-	-	-
	Upper Timber Interceptor (Morriss Road to One Place Lane)	400,000	850,000	-	-	-		-	**1,250,000**	400,000	2	-	850,000	850,000	-	-		-	-
	Upper Timber Interceptor Capacity (College Parkway to Pecan Drive)	-	-	620,000	-	-	-	-	**620,000**	-		-	620,000		620,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	**430,000**	-		-	430,000	-	-	-	430,000	-	-
	Wastewater System Model Update	250,285	6,500	6,500	6,500	6,500	6,500	-	**282,785**	282,785	0,2	-	-	-	-	-	-	-	-
	Wastewater System Security Implementation	150,000	150,000	150,000	150,000	150,000		-	**750,000**	300,000	2	-	450,000	-	150,000	150,000	150,000		-
	Wastewater Treatment Final Clarifier No 3 and RAS Pump Rehabilitation	-			400,000	4,200,000	-	-	**4,600,000**	400,000	2	-	4,200,000	-			4,200,000	-	-
	Wastewater Treatment Plant Effluent Filter Rehabilitation	-	400,000	4,100,000		-	-	-	**4,500,000**	400,000	2	-	4,100,000	-	4,100,000		-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	**430,000**	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Primary Treatment Area Improvement	400,000	-	-	4,100,000	-	-	-	**4,500,000**	400,000	2	-	4,100,000	-		4,100,000	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	**13,000,000**	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	**1,000,000**	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wellington Interceptor Improvements	-	-	390,000	-	-	-	-	**390,000**	-		-	390,000	-	390,000	-	-	-	-
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	-	-	-	1,500,000	-	**1,500,000**	-		-	1,500,000	-	-	-	-	1,500,000	-
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	**100,000**	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	**$ 18,054,785**	**$ 8,476,500**	**$ 7,016,500**	**$ 7,706,500**	**$ 8,126,500**	**$ 8,086,500**	**$ 14,000,000**	**$ 71,467,285**	**$ 16,207,285**		**$ 9,040,000**	**$ 46,220,000**	**$ 4,950,000**	**$ 7,010,000**	**$ 7,300,000**	**$ 6,320,000**	**$ 6,640,000**	**$ 14,000,000**
	GRAND TOTAL UTILITY FUND	**$ 53,291,690**	**$ 15,578,000**	**$ 21,223,000**	**$ 19,723,000**	**$ 15,673,000**	**$ 13,193,000**	**$ 90,545,000**	**$ 229,226,690**	**$ 47,846,590**		**$ 25,978,000**	**$155,402,100**	**$ 8,610,000**	**$ 19,710,000**	**$ 15,022,100**	**$ 11,850,000**	**$ 10,640,000**	**$ 89,570,000**

*General Obligation Bonds
** Project Includes ADA Improvements

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

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

DATE: November 6, 2023
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of the purchase of Procore Technologies, Inc., Project Management Software from Carahsoft Technology Corp., through a Texas Department of Information Resources (DIR) contract, in the amount of $38,561.95.**

BACKGROUND: Capital Engineering is requesting the renewal of project management software for the amount of $38,561.95. The capital engineering group oversees planning, design, and construction of a significant number of projects. The project management software replaces the need to track projects with Excel, email, paper, and computer file folders. Items that staff tracks include RFIs, drawing revisions, material submittals, meeting logs, punch lists, photos, project schedules, project emails, testing results, liquidated damages, and change orders. Project management software specific to capital improvement projects simplifies repetitive processes, coordinates with all project stakeholders, stores all project data consistently, and enables staff to better deliver on our commitments to the public. The software is cloud based, so there is a positive impact on the IT infrastructure by reducing storage requirements. Project management software purchase is part of the approved Fiscal Year 2023- 2024 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $38,561.95

Proposed Expenditure/(Revenue)	Account Number(s):
$38,561.95	200-690-93000-5130

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Procore Technologies Inc. - Quote

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

PRICE QUOTATION

PROCORE

CARAHSOFT TECHNOLOGY CORP

carahsoft

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

TO: Brian Waltenburg
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road #2330
Attn: Engineering Office
Flower Mound, TX 75028 USA

EMAIL: Brian.Waltenburg@flower-mound.com

PHONE: (972) 874-6234

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

EMAIL: Anna.Geiger@carahsoft.com

PHONE: (571) 662-3229 **FAX:**

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

QUOTE NO:	41031792
QUOTE DATE:	09/28/2023
QUOTE EXPIRES:	12/04/2023
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$38,561.95
TOTAL QUOTE:	$38,561.95

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
1	PRO-1410-06-679	Project Management Pro: provides Project Overview, Documentation, and Communication Management tools, including Directory, Reports, Documents, Drawings, Photos, RFIs, Specifications, Submittals, and Punchlist. Pricing is maximum price for Annual Construc Procore Technologies, Inc. - PRO-1410-06 Start Date: 12/07/2023 End Date: 12/06/2024	$54,244.00	$28,081.52	TX DIR	1	$28,081.52
2	PRO-1480-06-679	Quality & Safety: provides Quality & Safety tools, including Incidents, Inspections, and Observations. Pricing is maximum price for Annual Construction Volume from $25,000,001 - $50,000,000. Procore Technologies, Inc. - PRO-1480-06 Start Date: 12/07/2023 End Date: 12/06/2024	$19,840.00	$10,480.43	TX DIR	1	$10,480.43
		SUBTOTAL:					$38,561.95

TOTAL PRICE: **$38,561.95**

TOTAL QUOTE: **$38,561.95**

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

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

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE

Start Date:12/7/2023
Term length:12 months
ACV:$30 M
Project Cap:100

List of Services Included:
Unlimited customer support, unlimited user licensing, unlimited storage in the cloud, implementation manager

Construction Volume:
Construction Volume means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during the Subscription Term identified on this Order.

This Order is governed by the terms of the Procore Subscription and Services Agreement ("SSA") found at https://mkt-cdn.procore.com/legal/procore_SSA_V1_2021.pdf. This Order is incorporated into the SSA; however, any conflicting terms in this Order will supersede over the SSA. By signing below, Customer agrees to the terms of this Order, the SSA, and the Procore Data Processing Addendum located at https://www.procore.com/legal/dpa. Each party represents that it has the authority to enter into this Order. The Order and SSA constitute the entire agreement between Procore, Carahsoft, and Customer, superseding any other terms (including, but not limited to, the terms of any Customer purchase order).

INSERT CUSTOMER NAME ("Customer")
Signature:
Name:
Title:
Date:

INSERT FULL CARAHSOFT NAME ("Carahsoft")
Signature: Anna Geiger
Name: Anna Geiger
Title: Renewal Specialist
Date: 10/2/23

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

DATE: November 6, 2023
FROM: Melissa Demmitt, Director of Communications
ITEM: **Consider approval of a Professional Service Agreement with CivicPlus in the amount of $20,985.75; and authorization for the Mayor to execute same on behalf of the Town of Flower Mound.**

BACKGROUND: This item is for a Professional Service Agreement with CivicPlus to seamlessly continue operation, design, and hosting of the Town's website for the 2023-2024 fiscal year. This renewal is coming before Town Council for approval due to the increase in cost versus last year. The differences in cost between last year and this year are due to the addition of two department headers, both approved by Town Council as Decision Packages in the FY 22-23 budget, as well as general cost increases for hosting the Town's website. The accompanying contract for FY 23-24 includes both the additional services added last year and the general cost increases for this year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $20,985.75

Proposed Expenditure/(Revenue)	Account Number(s):
$20,985.75	100-670-71000-5110

LEGAL REVIEW: Alicia Kreh of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:
1. CivicPlus SOW 23-24

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

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-44331-1
Date: 6/5/2023 1:41 PM
Customer: FLOWER MOUND, TEXAS

QTY	Product Name	DESCRIPTION
1.00	Standard Department Header Annual Fee - CivicEngage Renewal	Standard Department Header Annual Fee - Economic Development
1.00	Standard Department Header Annual Fee - CivicEngage Renewal	Standard Department Header Annual Fee - Development Services
1.00	CivicEngage Custom IdP Integration Annual Fee Renewal	Custom IdP Integration Annual Fee
1.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee
1.00	CivicSend Annual Renewal	CivicSend Annual Renewal
1.00	Media Center Storage Annual Fee	Annual Fee for Website Media Center Storage.
1.00	Annual Fee Renewal (Hosting & Support)	Website Annual Fee Renewal for Website Hosting & Support
2.00	Additional Notify Me SMS Subscribers (500) - CivicEngage Central Renewal	Additional Notify Me SMS Subscribers (500)
1.00	Additional Notify Me SMS Subscribers (500) - CivicEngage Central Renewal	Additional SMS Subscribers (Block of 500) Annual Fee.
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central

Annual Recurring Services - Initial Term	USD 20,985.75

1. This renewal Statement of Work ("SOW") is between Town of Flower Mound (“Customer”) and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement (“MSA”) and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the “Terms and Conditions”). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the “Agreement”). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the “Services”).

2. This SOW shall remain in effect for an initial term starting at the Customer’s next renewal date of 10/1/2023 and running for twelve months (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	
Name:	Name:
_____	Amy Vikander
Title:	Title:
_____	Senior Vice President of Customer Success
Date:	Date:
_____	_____

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

DATE: November 6, 2023
FROM: Jeremy Jennings, Utility Line Main Manager
ITEM: **Consider approval of the purchase of one Cues C550 Portable Camera System from CLS Sewer Equipment Company inc., a sole source provider, in the amount of $97,650.00.**

BACKGROUND: The Town is required by TCEQ to CCTV inspect the sanitary sewer collection system for defects and clogs. Public Works currently uses a van equipped with a CCTV inspection system. This request is for the purchase of a CUES C550 Portable Camera System that can be used to CCTV inspect sewer mains that are in areas where the current van-equipped system cannot reach, such as along creeks, narrow easements, and difficult terrain. In addition, the portable camera system will serve as redundancy in the event the current van system is down.

A decision package for the new equipment was approved in the 2023/2024 budget. This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. This proprietary product is manufactured by CUES and sold exclusively by CLS Sewer Equipment Company.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve this request would limit Staff's ability to inspect the Town's sanitary sewer collection system in areas that are difficult to access. These services will need to be contracted out each year.

FISCAL IMPACT: $97,650.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$97,650.00	200-690-92330-6120

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Cues C550 Portable Camera Quote
2. Sole Source Letter - CLS Sewer Equipment

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

CLS
EQUIPMENT CO. INC.
www.SewerTools.com

CLS North Service Center
726 S. Sherman Street Richardson, Texas 75081
Office: 972-479-1335 Fax: 972-479-1336
www.sewertools.com

10/18/2023 Quotation

Town of Flowermound
ATTN: Tony Criss
RE: CUES C550 Portable Camera System Quote

CUES C550 Large Deluxe Package

6"– 36" Multiple Pipe Options
Powered Drum w 305m (1000') cable w/ Swivel
P356 Crawler Assy
P354 Crawler Assy.
Command Module Joysticks for Power elevator
Pan/Tilt Camera
Pan/Tilt Zoom Camera
Down Hook & Strap
Down Hole set
(Top / Bottom roller, rope, poles)
Fixed Elevator
Large Powered Elevator
Medium Wheel set x2
3" Intermediate Wheels and Adaptors (not shown)
Dual set of Large Pneumatic Wheels with spacers
3" & 4" PVC Wheels set
5m Link Cable
Pendant Controller
8W Light Head
Steering Capability
Pendant
C550 Cable Blanking Tow Eye
Localization Pack ***(Software, grease, mains cable, USB interface cable, Accessory Bag)***
Delivery and Training included

Price for C550 LDP: $97,650.00

Please call with any questions

Respectfully submitted,

Paul M. Baumy
281-850-1721

CUES

3600 Rio Vista Avenue
Orlando, Florida 32805
(407) 849-0190
(407) 425-1569 (Fax)
(800) 327-7791

February 3, 2023

RE: CLS Sewer Equipment Company

To Whom It May Concern:

This letter is for the purpose of confirming that CLS Sewer Equipment is the sole CUES factory authorized dealership for the Northern State of Texas for CUES spare parts, service, repairs, trouble shooting, major unit equipment purchases and software. CUES is the sole manufacturer and owner of the Granite XP and GraniteNet asset management and decision support software application.

Contact information is as follows:

CLS Sewer Equipment Company – North Texas
Contact: Jerry Sonnier
726 S. Sherman Street
Richardson, TX 75081
Office: 972-479-1335
Fax: 972-479-1336
jerry@sewertools.com

CLS Sewer Equipment Company is the sole authorized facility in the Northern State of Texas to supply loaner equipment to operate on CUES systems. CUES spare parts are stocked at their facility. CLS service and parts personnel have received training on parts and repairs related to CUES equipment. This letter is valid through December 31, 2023.

I can be reached at 800-327-7791, for further information.

Sincerely,

Jonathan Russell
Vice President & General Manager

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 3rd day of February, 2023, by Jonathan Russell, who is personally known to me.

NOTARY

Notary Public State of Florida
Migdalia Medina-Gonzalez
My Commission HH 021548
Expires 10/29/2024

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

DATE: November 6, 2023
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of a Professional Services Agreement with Policy Confluence, Inc. for survey services in the amount of $17,000; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This item is a professional services agreement with Policy Confluence, Inc. (Polco) to utilize their online surveying tools and to perform the 2024 Employee Survey. This is a 4-year contract in which Town Council is approving funding for FY 23-24. The additional 3-years on the contract are to lock-in current pricing and include the option to terminate within 30 days of renewal. The Town utilizes Polco to perform one national benchmark survey a year, which we alternate between the resident survey and the employee survey, ensuring each are completed on a 2-year basis. This contract also provides the Town with additional online surveying tools which we utilize as a part of the Town's FloMo Convos community engagement series, a strategic initiative for FY 23-24.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $17,000

Proposed Expenditure/(Revenue)	Account Number(s):
$17,000	100-600-01000-5110

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

ATTACHMENTS:
1. Polco Services Agreement
2. Polco Flower Mound Addendum

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

Policy Confluence, Inc.
Services Agreement

THIS POLCO SERVICES Agreement (the "**Order Form**") is entered into and made effective as of _____, 2023 ("**Effective Date**") by and between Policy Confluence, Inc., a Delaware corporation ("**Polco**" or "**Company**"), and Flower Mound, Texas, a municipality in the State of Texas , ("**Customer**" "**you**" or "**your**"). Polco and Customer may be referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**."

Agreement - This is a binding agreement by Customer to purchase Polco's Services as set forth in the table below and further defined in this agreement.. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the "**Enterprise Terms**" found at [https://info.polco.us/enterprise-terms]) and the Website Terms of Use (the "**Website Terms**" found at https://info.polco.us/eula) (each a "**Supplement**," and collectively with this Order Form, the "**Agreement**").

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information:	
Customer Name:	Town of Flower Mound
Address:	2121 Cross Timbers Road
Contact:	JP Walton
Phone:	972-874-6081
E-mail:	jp.walton@flower-mound.com

Training and Support - Your subscription includes access to the Services and Polco Materials as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy - You acknowledge that you have read and understand Polco's Privacy Policy (the "**Privacy Policy**" found at https://info.polco.us/privacy).

Initial Term Starting: October 31, 2023 **Initial Term Ending:** October 30, 2027
The Initial Term of this Agreement shall be for a period of forty eight (48) months from the Effective Date, unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. The term of this Agreement will renew upon mutually written agreement by both Parties at the end of the Initial Term for a duration of forty eight (48)months.

Fees - The Fees for your Initial Term are outlined below. All Fees are for annual terms (from the commencement of this Agreement) unless otherwise noted.

Fee Type	Name	Fee
Software Service Subscription	Polco Enage(All) + Assess Module (25k-50k Population) 2023-2024 All Polco Engage Features are available to you during your subscription term to engage with your target audiences. The Engage + Assess Module includes 1 benchmark survey per contract term. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our customer success team will guide your benchmark survey process to ensure smooth implementation. A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable)	$17,000/4-years
Software Service Subscription	Polco Enage(All) + Assess Module (25k-50k Population) 2024-2025 All Polco Engage Features are available to you during your subscription term to engage with your target audiences. The Engage + Assess Module includes 1 benchmark survey per contract term. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our customer success team will guide your benchmark survey process to ensure smooth implementation. A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an	$17,425/4-years

	introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable)	
Software Service Subscription	Polco Enage(All) + Assess Module (25k-50k Population) 2025-2026 All Polco Engage Features are available to you during your subscription term to engage with your target audiences. The Engage + Assess Module includes 1 benchmark survey per contract term. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our customer success team will guide your benchmark survey process to ensure smooth implementation. A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable)	$17,860/4-years
Software Service Subscription	Polco Enage(All) + Assess Module (25k-50k Population) 2026-2027 All Polco Engage Features are available to you during your subscription term to engage with your target audiences. The Engage + Assess Module includes 1 benchmark survey per contract term. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our customer success team will guide your benchmark survey process to ensure smooth implementation. A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable)	$18,307/4-years
		Total $70,592/4-Years

Polco reserves the right to modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the

applicable Fees in this Order Form will be deemed amended accordingly. Any such increases shall not to exceed 10% per Renewal Term. You will receive standard updates to the Services that are made generally available by Polco during the Term. However, Polco reserves the right to offer additional functionality or premium feature improvements for an additional cost.

Billing - Payment for the Fees as outlined must be made within the Initial Term of the Agreement. If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice due date.

Fees for Renewal Terms shall be invoiced at the start date of the Renewal Term, and shall be due within thirty (30) days the start date of the Renewal Term unless otherwise agreed upon. Your subscription shall be deemed terminated if Fees for a Renewal Term are not received within thirty (30) days following the start date of the Renewal Term.

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with data protection laws - Each Party will comply with any applicable data protection and privacy laws and applicable to such Party's performance of its obligations under or in connection with this Agreement ("**Data Protection Laws**"). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Miscellaneous.

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receives an automatic response or other indication that the email account is not being monitored).

To Polco: 8001 Terrace Avenue, #201 Middleton, WI 53562 alex@polco.us Alex Pedersen, Chief Financial Officer	To Customer: 2121 Cross Timbers Road Flower Mound, TX 75028 jp.walton@flower-mound.com, Chief Strategic Officer

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments hereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

	POLICY CONFLUENCE, INC.
	By: Name: Title:

	Town of Flower Mound
	By: Name: Title:

Addendum to Agreement Between
Town of Flower Mound and Policy Confluence, Inc.

This Addendum ("Addendum") is attached to and hereby made a part of the Enterprise Terms and Conditions, Website Terms of Use, and any other contract documents identified in the Policy Confluence, Inc. Services Agreement (collectively referred to as the "Agreement") between the Town of Flower Mound, a Texas home rule municipality ("Customer"), and Policy Confluence, Inc. ("Polco"). Customer and Polco are referred to collectively as the "Parties."

1. Independent Contractor. Polco shall perform its obligations under the Agreement as an independent contractor and shall not be considered an agent, representative, or employee of the Customer for any purpose whatsoever, including, but not limited to, entitlement to Customer employee benefits. Polco hereby expressly waives any claim or entitlement to such benefits. Furthermore, the Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing contained in the Agreement shall create a contractual relationship with, or any rights in favor of, any third-party.

2. Indemnity and Exculpatory Provisions. Customer is a Texas home rule municipality. Accordingly, any and all provisions, terms, or conditions in the Agreement requiring Customer to defend or indemnify Polco or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect, and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas.

3. Gift to Public Servant. Customer may terminate the Agreement immediately and without any liability if Polco has offered, or agreed to confer any benefit upon a Customer employee or official that the Customer employee or official is prohibited by law from accepting.

4. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country. The obligations of the parties to the Agreement shall be performable in Denton County, Texas and, if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

5. Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6. Captions. The captions to the various clauses of this Addendum are for informational purposes only and shall not alter the substance of the terms and conditions of the Agreement.

7. Texas Public Information Act. Notwithstanding any other provision to the contrary in the Agreement, all information, documents, feedback, and communications relating to the Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.

8. Governmental Functions and Immunity

A. Immunity retained. The Parties hereby acknowledge and agree that Customer is entering into the Addendum in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town of Flower Mound, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Customer's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by Texas law.

B. Rights Retained. The Customer expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in the Agreement requiring the Customer to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Customer, or requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect.

9. Controlling Document. In the event any term, condition, or provision of this Addendum conflicts with any term, condition, or provision of the Agreement, the terms, conditions, and provisions of this Addendum shall supersede and control the terms, conditions, and provisions of the Agreement.

10. Payments. Customer shall pay Polco the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. Despite any other provision to the contrary in the Agreement, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251. Customer is tax exempt and shall not be subject to or pay for any charges for taxes under the Agreement. All payments by the Customer under the Agreement, including any provision in the Agreement relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with the Customer's Charter and Texas law. Customer may terminate this Agreement if its governing body declines to fund this Agreement in a future budget.

11. Right to Jury Trial. Neither Customer nor Polco waive any right to a jury trial for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

12. Equitable Relief. Customer and Polco agree to delete Section 13.11 "Equitable Relief" from the Enterprise Terms and Conditions.

POLICY CONFLUENCE, INC. (Polco):

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Address: _____

TOWN OF FLOWER MOUND, TEXAS (Customer):

By: _____

Name: _____

Title: _____

Date: _____

Address: 2121 Cross Timbers Rd.

Address: Flower Mound, TX 75028-2602

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

DATE: November 6, 2023
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of the purchase of heart monitor supplies from Zoll Medical through NPPGov Contract #PS20200 with an annual expenditure of $25,000.00 for the duration of the contract expiring June 8, 2026.**

BACKGROUND: Zoll Cardiac Monitors are utilized by Flower Mound's Paramedics to provide life-saving services. The Department currently has fifteen (15) monitors requiring supplies and consumables such as adult and pediatric sensors, pads, connectors, and electrodes which are ordered as needed. These supplies are necessary to ensure the equipment is functioning at peak capacity. This is an annual expenditure with the current NPPGov contract #PS20200 in effect through June 8, 2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $25,000.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$ 25,000.00	100-660-61000-2090

LEGAL REVIEW: N/A.

ATTACHMENTS:
1. NPPGov Contract # PS20200

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

ZOLL Medical

Publicly Solicited Contract

START DATE:
June 8th, 2020

POTENTIAL END DATE:
June 8th, 2026

CONTRACT NUMBER:
PS20200

LEAD AGENCY:
League of Oregon Cities (https://nppgov.com/profile_list/lead-agencies)

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Defibrillation and monitoring
- Circulation and CPR feedback
- Data Management
- Fluid resuscitation
- Therapeutic premature management
- Batteries, electrodes and upgrades, and other accessories

Instructions to Access This Contract

Please Log in (https://nppgov.com/contract/zoll-medical?login=true) to view complete list of contract documents and instructions.

Log In (https://nppgov.com/contract/zoll-medical?login=true)

Contract Documents

Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

NPPGov Customer Service
customerservice@nppgov.com (mailto:customerservice@nppgov.com)
Phone: 877.329.8847

Testimonial

> *The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases.*

Jeffrey Peebles
Lyon County Sheriff's Office

Zoll Medical Overview

ZOLL Medical Corporation, an Asahi Kasei Group company, develops and markets medical devices and software solutions that help advance emergency care and save lives, while increasing clinical and operational efficiencies. With products for defibrillation and monitoring, circulation and CPR feedback, data management, fluid resuscitation, and therapeutic temperature management, ZOLL provides a comprehensive set of technologies that help clinicians, EMS and fire professionals, and lay rescuers treat victims needing resuscitation and acute critical care.

Additional Company Information

Zoll Website (http://www.zoll.com/)

Zoll Customer Service Fire/EMS
800.242.9150

Zoll Customer Service Law Enforcement/Gov/Nonprofit
717.599.2786

Zoll Mailing Address
269 Mill RD

Chelmsford, MA 01824

ADDRESS

1100 Olive Way
Suite 1020
Seattle, WA 98101

CONTACT

Phone: 877.329.8847
Fax: 206.515.5445
customerservice@nppgov.com (mailto:customerservice@nppgov.com)

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ZOLL Medical

Publicly Solicited Contract

START DATE:
June 8th, 2020

POTENTIAL END DATE:
June 8th, 2026

CONTRACT NUMBER:
PS20200

LEAD AGENCY:
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This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Defibrillation and monitoring
- Circulation and CPR feedback
- Data Management
- Fluid resuscitation
- Therapeutic premature management
- Batteries, electrodes and upgrades, and other accessories

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Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

NPPGov Customer Service
customerservice@nppgov.com (mailto:customerservice@nppgov.com)
Phone: 877.329.8847

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717.599.2786

Zoll Mailing Address
269 Mill RD

Chelmsford, MA 01824

ADDRESS

1100 Olive Way
Suite 1020
Seattle, WA 98101

CONTACT

Phone: 877.329.8847
Fax: 206.515.5445
customerservice@nppgov.com (mailto:customerservice@nppgov.com)

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

DATE: November 6, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider the approval of a Professional Services Agreement with Barker Rinker Seacat Architecture for a study on the future expansion and renovation of the Community Activity Center , in the amount of $152,250.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Community Activity Center (CAC) was originally built in 2008 on the north end of the Gerault Park property. Since that time, recreation trends have continued to evolve and the Town's population has increased from approximately 65,000 in 2010 to just over 80,000 today. To prepare for a possible expansion of the CAC, the Town included a study on potential improvements and future needs at the CAC in the 2017 Parks & Recreation Master Plan Update. This study, performed by Barker Rinker Seacat Architecture (BRS Architecture) and PROS Consulting, included proposed renovations and additions based on community feedback as well as a proposed site plan for a future expansion.

If this agreement is approved, BRS Architecture will reexamine the findings from the 2017 study and test the plan recommendations against market changes in the local, regional, and national recreation/fitness/wellness trends to meet the Town's changing recreational needs. The agreement would also provide for the examination of the existing CAC building footprint and determine if an expansion is necessary and if so, by how much. Public input will be gathered through multiple methods to include an Executive Steering Committee, in-person meetings with Town residents, and online public survey. The consultant will also lead the Executive Steering Committee on a full day of guided tours to benchmark recreation centers in the DFW area to provide comparisons of the proposed programing.

The consultant will also provide the following deliverables:

- Business plan/pro forma based on the agreed to architectural and programming needs
- Opinion of probable cost and preliminary schedule for future design and construction
- Conceptual building master plan and three 3D drawings of the proposed building expansion
- Written executive summary & presentation

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $152,250.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$152,250.00	317-110-90755-6070

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 Services Agreement
2. Form 1295

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH
BARKER RINKER SEACAT ARCHITECTURE

This contract is entered into on this 6th day of November, 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 **Barker Rinker Seacat Architecture,** ("hereinafter referred to as "CONSULTANT") whose address is 129 S. Main St. Unit 230, Grapevine, TX 76051

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to feasibility program refinement and conceptual design of the Community Activity Center Renovation Study project; and

WHEREAS, CONSULTANT is an architecture 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 Community Activity Center Renovation Study project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Fifty-Two Thousand Two Hundred Fifty and No/100 Dollars ($152,250.00). 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 "A"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "A" 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
2121Cross 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:

Brennon Peltier
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 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 sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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:

Brennon Peltier
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 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:

Craig Bouck, AIA, LEED AP, NCARB
Partner, Principal
Barker Rinker Seacat Architecture
129 S. Main St. Unit 230
Grapevine, Texas 76051
303-455-1366 Telephone
craigbouck@brsarch.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:
Barker Rinker Seacat Architecture

By: _____
Name: Craig Bouck
Title: Partner, Principal

Date Signed: 10-17-23

State of Colorado §
§
County of Denver §

This instrument was acknowledged before me on the 17th day of October, 2023, by Craig Bouck in his capacity as Partner, Principal of **Barker Rinker Seacat Architecture**, a Colorado 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 Barker Rinker Seacat.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE October DAY OF 17, 2023.

_____
Notary Public, State of Colorado

My Commission Expires:

9/19/2024

JOY J GESS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924012155
MY COMMISSION EXPIRES SEPTEMBER 19, 2024

BARKER RINKER SEACAT ARCHITECTURE

September 29, 2023

Chuck Jennings, Director of Parks and Recreation
Brennon Peltier, Park Development Manager
Flower Mound Parks and Recreation
1200 Gerault Road
Flower Mound, TX 75028

Subject: **Flower Mound Community Activity Center Renovation Study**

Dear **Chuck & Brennon**,

We thank you and the Town of Flower Mound for the opportunity for Barker Rinker Seacat Architecture (BRS) to provide this feasibility program refinement and conceptual design proposal for your existing recreation center, the Flower Mound Community Activity Center, located at 1200 Gerault Road.

BACKGROUND

In 2016, the Town of Flower Mound hired BRS as a sub-consultant to PROS Consulting to produce a system-wide Parks, Recreation, and Open Space Master Plan completed in 2017. BRS' role was to evaluate the 2008 Flower Mound Community Activity Center (CAC) facility program, surrounding property, and parking availability for efficiency and relevance to current indoor recreation trends. In addition, this work was a high-level evaluation of the facility, focused on the functionality of spaces, code issues, deferred maintenance, and safety concerns.

PROJECT UNDERSTANDING

The Town of Flower Mound desires to hire BRS to perform a detailed feasibility study on the CAC based on recommendations from the 2017 PROS Master Plan. The study will provide in-depth programming, phasing, conceptual design ideas, a project schedule, and order-of-magnitude project costs. The Town will utilize this information when considering the next steps for the renovation/expansion of the existing recreation center to meet the Town's growing recreation needs. We understand that an appointed temporary Executive Steering Committee (temporary committee made of citizens, stakeholders, parks and recreation board members, and Parks and Recreation Department staff) will guide BRS during this process for the best possible recommendations for the Town.

SCOPE OF SERVICES

The scope of work in this proposal includes a comprehensive feasibility study building on the initial findings of the 2017 PROS Master Plan. We will test the PROS plan recommendations against the last six years of market change of regional and national recreation, fitness, and wellness trends. The new findings could change the direction of the renovation/expansion needed for the CAC facility. The Executive Steering Committee will participate in five workshop meetings to consider, confirm, and commit to a recommended program, total project budget, and schedule.

The feasibility study will examine the existing building program for the best fit for the Flower Mound community. BRS will facilitate two public meetings to gather data on community wants and needs and help prioritize those needs to inform the Executive Steering Committee on program values. Additionally, BRS will work with Flower Mound Parks and Recreation Department (PARD) Staff to gain insight through a non-scientifically valid survey. PARD Staff will host the survey on a recognized platform like Survey Monkey. Staff will advertise the survey for residents' participation through usual PARD avenues and then harvest information from the survey. This public input will confirm the feasibility programming data, help refine the

DENVER
3457 RINGSBY COURT
UNIT 200
DENVER, CO 80216

DALLAS
129 S. MAIN ST.
UNIT 230
GRAPEVINE, TX 76051

CONTACT
303.455.1366
WWW.BRSARCH.COM

project design and spatial adjacencies, build upon the previous exterior building and site design, and define goals for the project. Once we determine which indoor recreation program spaces are needed, BRS can right-size the CAC to maximize the existing building assets and correctly identify gaps in service that need filling with expanded and renovated spaces. BRS will also include a magnitude of construction costs for the project based on historical recreation center construction and verified by a third-party cost estimator.

Because time is money, we will develop an overall project schedule for funding, design, and construction. This project schedule will inform anticipated future cost escalation. In addition, BRS will produce one conceptual design in plan view and provide three graphic illustrations that capture the essence of the building renovation/expansion.

Upon an agreed-upon architectural program, BRS will provide a detailed report on operations costs and potential revenue (proforma or business plan).

BRS will employ a proven process to guide and accomplish the work. The primary goals for this effort are as follows:

1. Review opportunities for future expansion or additional programming.
2. Complete a more detailed report to evaluate the condition of the existing Community Activity Center and document options for incorporating the structure (whole, in part, or adapted) into the project with a summary of utilization options.
3. Build upon the existing facility programming, the 2017 Parks and Recreation Master Plan, and additional work from this feasibility study to recommend solutions for each space, access requirements, and adjacencies.
4. Refine how the center can fit the available project site, including parking, utilities, public safety, and existing conditions.
5. Refine the project's architectural character and create a design that reflects the community.
6. Establish the sustainability goals for the project.
7. Develop an opinion of probable costs for the project to meet budget goals.
8. Services include a business plan for:
   A. Conducting market analysis.
   B. Project revenue generation, operating expenses, and subsidy requirements.
   C. Recommend optimal programming to achieve sustainable operations or proforma to meet Flower Mound cost recovery goals.
9. Develop one concept building master plan and three illustrations (3D drawings) depicting the re-invisioned CAC.
10. Produce a written executive summary of the process, findings, recommendations, and a PowerPoint show for presenting the feasibility study results. Deliver the executive summary in electronic format for the Town of Flower Mound to print or publish as it sees best.

For this work, BRS has engaged a team of consultant partners that we believe will provide value to the project based on previous work experiences, subject matter expertise, and prior involvement and knowledge of the site. Our team is as follows:

1. BRS Architecture including Professional Performance Analyst – Jenna Katsaros
2. Blundall Associates – Cost Estimating

SUMMARY OF DELIVERABLES

The deliverables for the feasibility include an executive summary report of findings with recommendations for an updated program, an opinion of probable cost, and a series of conceptual images of the site and building with 2D level plans, massing diagrams, and 3D renderings to highlight the potential of the project for

fundraising, bond support, and public engagement.

We will also provide a PowerPoint presentation of the feasibility study process and outcome to the Town Council and Parks and Recreation Board.

PROJECT SCHEDULE

We understand that the feasibility study will be conducted in the fiscal year 2023-24, with an estimated starting time of mid-December 2023.

The project schedule is approximately eight (8) months for the workshops and conceptual design phase. This timeframe will include up to five workshops and two public meetings. The schedule also includes work periods for research, benchmarking, and check-in meetings with PARD Staff.

Included are four BRS trips to Flower Mound to lead Executive Steering Committee Team Workshops and one "Online Workshop." In addition, you can expect online meetings between workshops with the staff advisory team.

BRS will lead a one-day tour of modern recreation facilities within the DFW market. Touring is a valuable tool for the Executive Steering Committee to learn about contemporary recreation design and programming trends.

PROPOSED PROFESSIONAL FEES

To complete the scope outlined in this proposal, BRS estimates the lump sum fees to be $146,000 as a combination of lump sum PLUS approximately $6,250 reimbursable expenses for a **total project cost of $152,250**. Fees will be billed monthly for lump sum costs on a percentage completion basis.

The lump sum above includes the service cost for a proforma or business plan valued at $20,000.

Also included in the lump sum above is the service cost for a full day of guided touring in the DFW metroplex of contemporary recreation centers for the executive steering committee to see benchmark projects, valued at $1,630 and $120 in reimbursable expenses.

REIMBURSABLE EXPENSES

Unless noted otherwise, reimbursable expenses will include the following: transportation, lodging, meals, and reproduction costs. All payments made by the Town of Flower Mound under this Agreement shall be increased by adding applicable Sales and Use Taxes, if any. All reimbursable expenses are invoiced at 1.10 times the cost to cover administration fees. Mileage charges for automobiles shall be at the prevailing rate established by the IRS.

PROPOSAL ASSUMPTIONS

BRS assumes that the Town of Flower Mound shall provide the following information required for the performance of work to aid in this effort:

1. Any updates over the past six years to building or site survey information in CAD format.
2. Existing infrastructure and other utility information adjacent to the proposed site.
3. Copies of studies and preliminary designs for adjacent park improvements or building improvements near the site.

PROPOSAL EXCLUSIONS

The following services and products are not included in this proposal:

1. Services or products requested beyond the scope of work this proposal outlines.
2. Survey information beyond the proposed survey furnished by Flower Mound.

We look forward to working with The Town of Flower Mound on this exciting project. We will be ready to begin work promptly upon an agreed-upon project schedule.

Please review this proposal and let us know if you have any questions or comments.

Sincerely,

Craig Bouck, AIA, LEED AP, NCARB
Partner, Principal
Barker Rinker Seacat Architecture
craigbouck@brsarch.com

ACCEPTED BY
TOWN OF FLOWER MOUND, TEXAS

_____
Signature

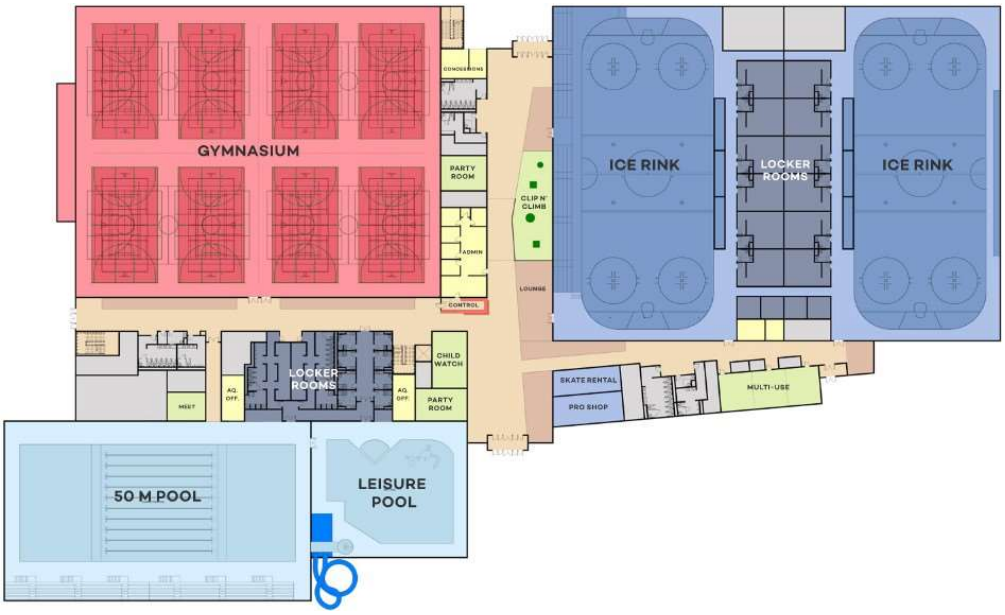
_____
Title

_____
Date

Concept Rendering & Plan Examples to Illustrate the Proposed Level of Development

NORTHWEST AERIAL

1. Covered Entry Path
2. Ice Mechanical Equipment
3. North Plaza / Concessions
4. Fire Access/ Expanded Plaza
5. Gym Mechanical Equipment
6. Pool Mechanical Equipment
7. Dedicated Path to Amend Pavilion
8. Service Yard



TOWN COUNCIL
AGENDA J.15.
CONSENT ITEM(S)

DATE: November 6, 2023
FROM: Sue Ridnour, Director of Library Services
ITEM: **Consider the approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorize the mayor to execute the same on behalf of the Town.**

BACKGROUND: Since 1985, the Town has annually received funding from Denton County in exchange for providing library services to residents of the county. The 2023-24 amount of $71,103 represents an increase of $19,703 over 2022-23.

To be eligible for funding, the Flower Mound Public Library must agree to serve all Denton County residents. The library must also have in place technology protection measures (filters) with respect to any computers used by the public. The Flower Mound Public Library fulfills these requirements.

The Director of Library Services acts as liaison officer between the County and the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: n/a

FISCAL IMPACT: $(71,103)

Proposed Expenditure/(Revenue)	**Account Number(s):**
$(71,103)	100-4605

LEGAL REVIEW: This agreement was previously reviewed by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., No alteration to the legal content of this agreement was made.

ATTACHMENTS:
1. 2023-2024 ICA Library Services - Flower Mound

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

THE STATE OF TEXAS §
§ **FLOWER MOUND PUBLIC LIBRARY**
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Flower Mound, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2023.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2023, through September 30, 2024.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, and laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate Directory of Library Serives to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. Director of Library Services shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, and laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY.**

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

To the fullest extent permitted by law, the MUNICIPALITY agrees to hold harmless and indemnify the COUNTY from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the MUNICIPALITY, its officers, agents or employees.

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is:
Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is:
Flower Mound Public Library
c/o Town of Flower Mound, Texas
3030 Broadmoor Lane
Flower Mound, Texas 75022
Attention: Sue Ridnour
Telephone: 972-874-6200

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **SEVENTY ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($71,200.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2023. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A."

Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography.

The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2023.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties

hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

By: _____
Andy Eads, County Judge
Denton County, Texas

TOWN OF FLOWER MOUND, TEXAS

By:_____
Name: Derek France
Title: Mayor of Flower Mound

ATTEST:

By:_____
Denton County Clerk

ATTEST:

By:_____
Town Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

TOWN COUNCIL
AGENDA J.16.
CONSENT ITEM(S)

DATE: November 6, 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 west property line of Block 1, Lot 6, of Hidden Oaks at Lake Forest Subdivision. The property is generally located south of Forest Vista Drive and west of Morriss Road.**

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

The current owners of the lot will sign the Hold Harmless Agreement for this abandonment once it is approved. 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 vacation, closing and abandonment of the existing 10-foot utility easement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

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

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

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 WESTERN PROPERTY LINE OF BLOCK 1, LOT 6, OF HIDDEN OAKS AT LAKE FOREST SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS WHICH LOT IS MORE COMMONLY KNOWN AS 1732 ROBIN LANE, 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, Adam John Karns and Eriselda Karns are the sole and current owners (the "Karns") of Bock 1, Lot 6 of Hidden Oaks at Lake Forest Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, also known as 1732 Robin Lane (the "Property"); and

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

WHEREAS, the Karns, 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 Karns, 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 Karns 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 referred to in Section 3 and the Agreement referred to in Section 4, 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 6TH DAY OF NOVEMBER, 2023.

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TRMC, MMC,
TOWN SECRETARY

STATE OF TEXAS)
)
COUNTY OF DENTON)

HOLD HARMLESS AND
INDEMNITY AGREEMENT

Adam John and Eriselda Karns are the sole and current owners ("Owners") of that certain property described as Block 1, Lot 6 of Hidden Oaks at Lake Forest Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Cabinet I, Page 2, Plat Records, Denton County, Texas, and also known as 1732 Robin Lane (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 west property line, as depicted and described in Exhibit A, attached hereto.

NOW, THEREFORE, for and in consideration of the Town vacating and abandoning all rights, title, and interest in and to 10-foot utility easement as depicted and described in Exhibit A , 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 utility easement as depicted and described in Exhibit A, attached.

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 November, 2023.

OWNERS:

_____
Adam John Karns

_____
Eriselda Karns

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 Adam John Karns and Eriselda Karns 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 November, 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 §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

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 1732 Robin Lane, 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 _6th___ day of November, 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, ADAM JOHN KARNS AND ERISELDA KARNS 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 ADAM JOHN KARNS AND ERISELDA KARNS, 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 __6th___ day of _____November_____, 2023.

TOWN OF FLOWER MOUND

_____
Derek France, MAYOR

STATE OF TEXAS §
§
COUNTY OF DENTON §

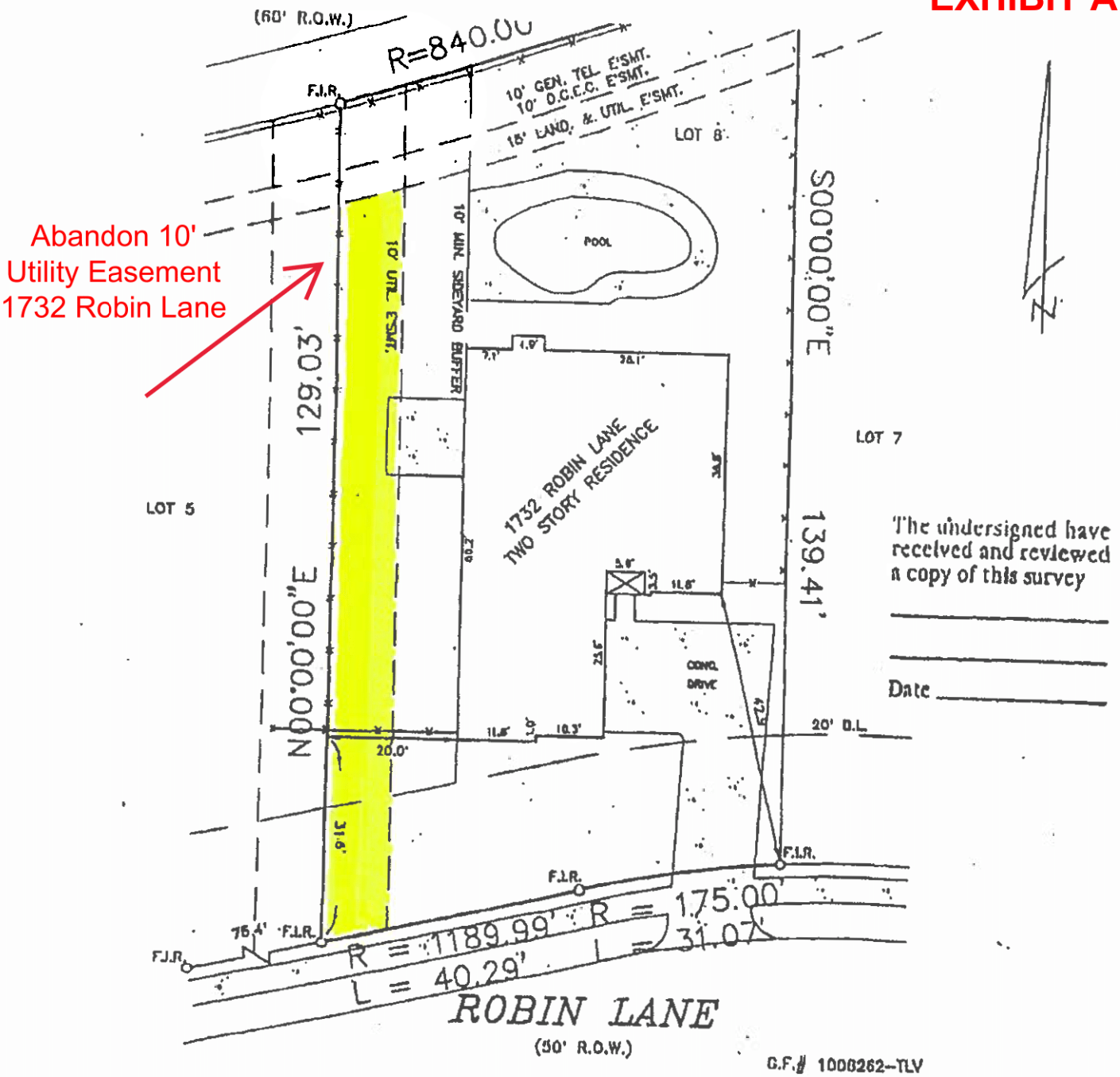
BEFORE ME, _____, Notary Public, on this day personally appeared Derek France, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein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



The undersigned have received and reviewed a copy of this survey

_____

_____

Date _____

G.F.# 1000262-TLV

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO TICOR LAND TITLE COMPANY THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHT OF WAY THAT I HAVE BEEN ADVISED OF EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

FLOOD NOTE: IT IS MY OPINION THAT THE PROPERTY DESCRIBED HEREIN IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. COMMUNITY-PANEL NO. 480777 0545 E. PRESENT EFFECTIVE DATE OF MAP APRIL 2, 1997, HEREIN PROPERTY SITUATED WITHIN ZONE X (UNSHADED)

DATE: JULY 21, 1997 SCALE: 1" = 20' A.S.C. NO.: 9707114

ARTHUR SURVEYING COMPANY, INC.
Registered Professional Land Surveyors
P.O.Box 54 - Lewisville, Texas 75067
Office: (972) 221-9430 Fax: (972) 221-4675

DOUGLAS L. ARTHUR, REG.L.S. NO. 4357

STATE OF TEXAS REGISTERED DOUGLAS L. ARTHUR 4357 PROFESSIONAL LAND SURVEYOR

2/17/15

2015-Jan-21 11:06 AM Bank of America 9722313841

TOWN COUNCIL
AGENDA J.17.
CONSENT ITEM(S)

DATE: November 6, 2023
FROM: David Stallings, ITS Manager
ITEM: **Consider approval of the purchase of one (1) HX30GA Ditch Witch per Town of Flower Mound Specifications and Quote from The Charles Machine Works, in the amount of $55,129.72.**

BACKGROUND: The Transportation Services Division of Public Works Department is requesting the purchase of one (1) HX30GA Ditch Witch Hydro Excavation Trailer per Town of Flower Mound Specifications and The Charles Machine Works quote in the amount of $55,129.72 from The Charles Machine Works through Sourcewell Cooperative Contract 110-421-CMV. This vehicle is part of the Vehicle Equipment Replacement Fund (VERF) budget and replaces Unit #95100-02.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $55,129.72

Proposed Expenditure/(Revenue)	Account Number(s):
$55,129.72	565-450-84500-6110

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Town of Flower Mound - HX30G-500 Sourcewell Quote - 10-19-2023
2. Bid Award Recommendation
3. Fleet Req.

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

Attachment 1

Quotation

The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Information

Quotation No.	20204139
Document Date	10/19/2023
Customer No.	512385
Dealership	WITCH EQUIPMENT COMPANY, INC. FORT WORTH
PO	_____
Created by	Todd Miller

Sold-to Party Address

TOWN OF FLOWER MOUND
SOURCEWELL MEMBER 77514
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028

Global Account Price Quote
Quote Valid until :

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	**********			
	SOURCEWELL CONTRACT			
	110421-CMW			
	**********			
1EA	HX30GA - HX30GA			42,110.40
	With the following configuration:			
	Filter Cyclonic Separator			
	Debris Tank 500 Gallon			
	Water Tank 200 Gallons			
	Reverse Flow No			
	Hose and Tooling 3 Inch			
	Controls Right Hand Traffic			
	Water Heater No			
	Options Prospector Digging Lance			
	Options Traffic Cone Storage			
	Options Trailer Tongue Tool Box			
	Options Water Air Gap			
	HX Boom None			
	Prospector Digging Lance Yes			
	Water Air Gap Yes			
	Traffic Cone Storage Yes			
	Trailer Tongue Tool Box Yes			
	Hydraulic Oil Standard			

Confidentiality Notice:
This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

Quotation

The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Information

Quotation No.	20204139
Document Date	10/19/2023
Customer No.	512385
Dealership	WITCH EQUIPMENT COMPANY, INC. FORT WORTH
PO	_____
Created by	Todd Miller

Sold-to Party Address

TOWN OF FLOWER MOUND
SOURCEWELL MEMBER 77514
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028

Global Account Price Quote
Quote Valid until : 11/19/2023

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Color Standard Trailer Jack Manual			
1EA	HX30GA-PREP - HX30GA Vacuum Excavator Prep As sembly			
1EA	025-1040 - VT12 500 GAL STANDARD TRAILER			12,112.32
		Corporate Account Price		54,222.72
		Total Freight		667.00
		Installation Charge		240.00
		Total Amount		$ 55,129.72

Confidentiality Notice:
This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

Bid Award Recommendation

Date: 10/19/2023 – VERF – FY23-24

Description: **Hydro Excavation Trailer**

Qty.: 1

Replaces: *95100-02, a 2014 Ditch Witch Hydro Excavation Trailer – Traffic Svc*

Bidder: Charles Machine Works (Ditch Witch), Kyle Anna 817-807-2178
kyle.anna@witchequipment.net

Item: 1 – Ditch Witch HX30GA Hydro/Vacuum Excavation Assy & VT-12, 500 Gallon Standard Trailer and options as identified on Ditch Witch Corporate Quote 20204139 Which Cites Sourcewell Cooperative Contract 110-421-CMV.

Total Cost of Vehicles, Equipment & Installation:
$55,129.72

It is Fleet Services recommendation to award the bid to **Charles Machine Works/Ditch Witch** in the amount of **$55,129.72** utilizing the **Sourcewell Cooperative Contract # 110421-CMW**.

10/20/2023

Fleet Services Manager

Date

FLEET VEHICLE/EQUIPMENT REQUISITION

Date: 10/19/2023
Suggested Vendor: The Charles Machine Works
Contact (if known):
Address (if available):
Phone/Fax:

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)	$ Estimated Amt	Qty.	NEW Unit Description (Make, Model, Size, Color, Add-On's)	Quote Price	Amount
	$70,000.00	1	Ditch Witch HX30 Hydro Excavator with trailer, 500 gallon spoil tank, and 200 gallon water tank	$55,129.72	$55,129.72
				TOTAL:	**$55,129.72**

Name/Phone Ext.: David Stallings x6415
Approved By: David Stallings
Unit # to be replaced: 95100-02

Spec Name:

APRROVALS:
FLEET **Bill Sterner**

Bid/Solicitation #:

Co-op/Contract #: Sourcewell 110-421-CMW

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

TOWN COUNCIL
AGENDA J.18.
CONSENT ITEM(S)

DATE: November 6, 2023
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider the approval to purchase (2) Chevrolet Express CC23405 Vans w/ Knapheide KUV Bodies - Facilities (Replaces Units 59200-01 & 59200-02) for the amount of $143,109.20.**

BACKGROUND: Facilities Management has two vehicles (Units 59200-01 & 59200-02) which Fleet Services has deemed meet the requirements for replacement. Attached is a copy of the Quote and Bid Award Recommendation to purchase (2) Chevrolet Express CC23405 Vans w/ Knapheide KUV Bodies for a grand total of $143,109.20 utilizing the TIPS USA Cooperative Contract #210907.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $143,109.20

Proposed Expenditure/(Revenue)	**Account Number(s):**
$143,109.20	565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Quote
2. Bid Award Recommendation

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

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: 521.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMA
Product Description: CHEVROLET EXPRESS
Date: October 19, 2023

A. **Bid Item:** CG23405 **A. Base Price:** $ 46,959.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CG33503	2024 CHEVROLET EXPRESS 3500			EXTERIOR - WHITE	$ -
	CUTAWAY / 139" CA			INTERIOR - PEWTER CLOTH	$ 70.00
L8T	6.6L GAS ENGINE	$ 1,695.00	UY7	TRAILER WIRING HARNESS	$ 80.00
ATG	REMOTE KEYLESS ENTRY	$ 175.00	U0H	AM / FM MP3	$ 150.00
G80	HD LOCKING REAR	$ 325.00	ZQ2	POWER CONV PACKAGE	$ 485.00
NP5	LEATHER WRAPPED STEERING WHEEL	$ 185.00	ZQ3	CONV PACKAGE	$ 395.00
UFA	OUTSIDE TEMP DISPLAY	$ 10.00	ZR7	CHROME APP PACKAGE	$ 260.00
UPF	BLUETOOTH	$ 50.00	6M2	MID STANCE SAIL MIRRORS	$ 300.00
				Total of B. Published Options:	**$ 4,180.00**
				Published Option Discount (5%)	**$ (389.40)**

C.

Description	Bid Price	Options	Bid Price
9R5-REAR MULTI LEAF SUSPENSION	$ 105.00		
KNAPHEIDE KUV BODY UPFIT	$ 19,930.00		
ADD 1 ADDITONAL KEY / FOB	$ 195.00		
TOTAL OF 3 KEY/ FOBS *			
		Total of C. Unpublished Options:	**$ 20,230.00**

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	**$ 350.00**
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	**$ -**
F.	**Contract Price Adjustment:**	
G.	**Additional Delivery Charge:** 275 **miles**	**$ 225.00**
H.	**Subtotal:**	**$ 71,554.60**
I.	**Quantity Ordered** 2 **x H =**	**$ 143,109.20**
J.	**Trade in:**	**$ -**
K.		**$ -**
L.	**Total Purchase Price**	**$ 143,109.20**

Bid Award Recommendation

Date: 10/25/2023 – VERF – FY24

Description: **Cut-A-Way Cargo Van with KUV Enclosed Contractor Storage Body**

Qty.: 2

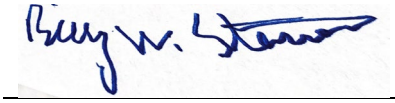
Replaces: *59200-01, A 2014 Chevy Express Work Van with Tool/Eq. Storage – Facilities*
59200-02, A 2014 Chevy Express Work Van with Tool/Eq. Storage – Facilities

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

Item: **2 – Chevrolet Express 3500 Van with Knapheide KUV bodies**

Total Cost of Vehicles, Equipment & Installation:
$143,109.20

It is Fleet Services recommendation to award the bid to **Lake Country Chevrolet** in the amount of **$143,109.20** utilizing the **TIPS USA Cooperative Contract #210907**.



Fleet Services Manager

10/25/2023

Date

TOWN COUNCIL
AGENDA J.19.
CONSENT ITEM(S)

DATE: November 6, 2023
FROM: Shane Jennings, Assistant Chief of Police
ITEM: **Consider approval of purchasing (1) 2023 Dodge Charger and (1) 2024 Ford F150 Resonder - CVE Truck, both with Police Equipment Packages as per Town of Flower Mound specifications and vendor estimate via TIPS USA Cooperative Contract #210907 for $154,442.18.**

BACKGROUND: The Police Services Department is requesting the purchase of (1) 2023 Dodge Charger and (1) 2024 Ford F150 Responder - CVE Truck, both with Police Equipment Packages as per Town of Flower Mound specifications and vendor estimate via TIPS USA Cooperative Contract #210907 for $154,442.18. This purchase replaces two traffic vehicles assigned to the Uniformed Services Section scheduled to rotate out of service. The Police Department requests to purchase these two vehicles due to availability in a limited police vehicle market and at a cost savings compared to future 2024 pricing. Replacing these vehicles is part of the approved Fiscal Year 23-24 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Nothing that provides the same benefits and availability.

FISCAL IMPACT: $154,442.18

Proposed Expenditure/(Revenue)	**Account Number(s):**
$154,442.18	565-450-84500-6130 (VERF)

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Bid Award Recommendation
2. Fleet Req
3. Quote
4. Specs
5. Bid Award Recommendation
6. Fleet Req
7. Quote
8. Specs

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

Bid Award Recommendation

Date: 10/26/2023 – VERF FY2024

Description: **Dodge Charger Pursuit Rated Vehicle W/ Emergency Equipment**

Qty.: 1

Replaces: 43500-61, a 2019 Ford Taurus - Police

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

Item: One – Dodge Charger Rear Wheel Drive V8 Pursuit Rated Vehicle with Police Emergency Lighting/Equipment Package as per TOFM Specs and as Identified Within Attached Cooperative Quote "DODGE CHARGER POLICE" and Defender Upfit #37440.

Total Cost of Vehicles, Equipment & Installation:
$61,712.92

It is Fleet Services recommendation to award the bid to **Donalson CDJR** in the amount of **$61,712.92** utilizing the **TIPS USA Cooperative Contract #210907**.

10/26/2023

Fleet Services Manager

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date:	10/26/2023	Ship/Bill To:	Town of Flower Mound
Suggested Vendor:	Donalson CDJR	ATTN:	FLEET SERVICES
Contact (if known):	Seth Gamblin	Address:	1101 Duncan Lane
Address (if available):			Flower Mound, TX 75028
		PO #:	
Phone/Fax:	512-436-1313	Department Name:	POLICE

G/L Account # (if Decision Package)	$ Estimated Amount	Qty.	Unit Description (Specifications)	Quote Amount	Amount
565-450-84500-6130	$ 90,000	1	2023 Dodge Charger - Traffic - no spotlight	$39,367.91	$39,367.91
		1	Police Equipment and Install	$22,345.01	$22,345.01
		1	Shields - $2,500.00 > (Separate Purchase@ Later Date)	$0.00	-
					-
					-
	All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights			**TOTAL:**	**$61,712.92**

Name/Phone Ext.:	Darren Branch 6587	**APRROVALS:**	
Approved By:		Fleet Manager:	**Bill Sterner**
Unit #(s) to be replaced or specify NEW Unit:	43500-61		
		Bid/Solicitation #:	
Spec Name:	Charger/Defender	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.

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- DONALSON CDJR, 1305 Hwy 96 BYPASS , Silsbee TX 77656

End User: TOWN OF FLOWER MOUND
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL
Product Description: DODGE CHARGER POLICE
Date: October 19, 2023

A. **Bid Item:** **A. Base Price:** $ 30,173.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
LDDE48	2023 DODGE CHARGER POLICE	$ 7,903.91			
EZH	5.7L V8 HEMI ENGINE RWD	$ -			
				4 STANDARD KEY FOBS**	
X5	HD CLOTH BUCKET SEATS W VINYL REA	$ 135.00			
AWC	FLEET SAETY GROUP	$ 395.00			
	EXTERIOR MIRRORS W/ HEAT	INC			
	BLIS	INC			

Total of B. Published Options: $ 8,433.91

Published Option Discount (5%) $ (26.50)

C. **Unpublished Options** $= 57.9 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- BLACK	
DEFENDER SUPPLY 37440	$ 22,345.01	INTERIOR - X5	
		GOOD FOR 90 DAYS FROM TODAY**	

Total of C. Unpublished Options: $ 22,345.01

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ 350.00

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

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 250 **miles** $ 437.50

H. **Subtotal:** $ 61,712.92

I. **Quantity Ordered** 1 **x H =** $ 61,712.92

J. **Trade in:** $ -

K.

L. **Total Purchase Price** $ 61,712.92

DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/24/2023
Estimate #	37440
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089

Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
	2023 Dodge Charger				
	Donalson CDJR 1305 Hwy 96 Bypass Silsbee, TX 77656				
Tint-4Door-Sedan	Window Tint - All Windows - 4 Door Sedan Madico Onyx 55%		1	212.00	212.00T
HV-PKG-CON-145	Vehicle-specific console for 2021+ Dodge Chargers (C-VS-2500-CHGR-2-H) w/ cup holder (C-CUP2-I) and arm rest (C-ARM-102)		1	381.00	381.00T
HV-C-AP-0325-1	3" Accessory Pocket, 2.5" Deep		1	35.00	35.00T
HV-C-HDM-204	Havis 8.5' Heavy Duty Telescoping Pole with Side Mount & Short Handle (can be mounted internally or externally to the console)		1	128.00	128.00T
HV-C-MD-119	Havis 11' Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	191.00	191.00T
HV-DS-DELL-425	Docking Station wih Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	444.00	444.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	73.00	73.00T
DSP-CHGR-WEAPONLO...	Defender Supply CHARGER Free Standing Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	697.00	697.00T
WH-C399	Whelen Cencom Core Amp Control Module		1	559.00	559.00T
WH-CCTL7	Whelen WeCanX Console Mount 21 Button/Slide Control Head		1	69.00	69.00T
WH-C399K6	2021 Chevy Tahoe and Suburban Installation Kit for C399		1	86.00	86.00T
WH-CEM8	Whelen WeCanX Core 8 Expansion Module		1	88.00	88.00T
WH-CV2V	Whelen Vehicle-to-Vehicle Sync Module		1	11.00	11.00T
WH-CCSRN4DA	Whelen Carbide WC External Amp for Dual Tone		1	242.00	242.00T
WH-BSFW35Z	Whelen FST WecanX Inner Edge for 2020 Charger (front, 10-lights)	Front Visor	1	689.00	689.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/24/2023
Estimate #	37440
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089

Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
WH-BS358	Whelen WCX Inner Edge RST Series Lightbar, DUO? 2020 Dodge Charger	Rear Deck	1	709.00	709.00T
WH-TCRHT5	TRACER TRIO 5-LAMP HOUSING		2	822.00	1,644.00T
WH-TCRB35	TRACER MTG KIT DODGE CHARGER		2	33.00	66.00T
DSP-CHGR-MIRROR-SIDE	Defender Supply Charger Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180º Light Spread and integrated Alley Function. Includes Installation.		1	932.00	932.00T
WH-SA315U	Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker		2	139.00	278.00T
WH-SAK70	Whelen Behind the Grill Siren (Driver &Passenger Side) Speaker Bracket - 2021+ Chevrolet Tahoe 9C1 & SSV		2	22.00	44.00T
WH-I3JC	Whelen Trio Color LInear ION Red/Blue/White 4-grill 2-Rear Qtr Glass 2-Rear Lic Plate		8	129.00	1,032.00T
WH-IONBKT1	Whelen Universal Horizontal Metal License Plate Bracket for Two Light Heads		1	23.00	23.00T
WH-TLI2J	Whelen ION T-Series Linear Super-LED DUO Color Surface Mount in Red/Blue Split Heads Trunk		2	79.00	158.00T
WH-SSF5150D	Whelen Universal Solid State Tail Light Flasher		1	67.00	67.00T
WH-3SRCCDCR	Whelen LED Flush Mount Compartment Light in Red & White Trunk		2	37.00	74.00T
SO-ECVDMLTAL00	Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens		1	49.00	49.00T
SL-20702	Streamlight Sl-20L Nimh Flashlight		1	124.00	124.00T
SL-22051	Streamlight Power Cord for Mobile Charger Sleeve		1	12.00	12.00T
SL-75100	Stinger car charging unit		1	17.00	17.00T
AC-DSR 2X	Stalker DSR 2X - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote.		1	3,471.00	3,471.00T

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/24/2023
Estimate #	37440
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089

Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
AC-24MONTHEXTENDED	Applied Concepts, Stalker, 24 Month Extended Warranty		1	490.00	490.00T
AC-200-1145-00	Stalker Radar Clamp Mount Kit for Control Unit Display & Antenna for 2015+ Dodge Charger (DSR and Dual systems only)		1	97.00	97.00T
Misc	Xantrex Pro 1000 watt inverter https://xantrex.factoryoutletstore.com/cat/83096/Pro-Series.html?cid=358635&chid=1&campaignid=1016420814&adgroupid=57061146637&creative=564248766889&targetid=kwd-301984452126&matchtype=b&device=c&network=g&gclid=CjwKCAiAiKuOBhBQEiwAId_sKzll2fL3scu0g5DffX7d_KTGOpqzfhewWB_R-kLCCO7JK8VA3bp6BRoCHLAQAvD_BwE		1	169.00	169.00T
PG-SS0005	Pro-gard SAFESTOP Vehicle Anti-theft System for 2009-2013 Ram 1500/2500/3500, 2008-2010 Charger, 2009-2013 Durango		1	139.00	139.00T
RD-GP-IN2148	Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		2	312.005	624.01T
RD-AFM-835	AFM 835 700-800 whip		2	14.00	28.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		2	21.00	42.00T
JO-425-3816	Jotto Desk Magnetic Console Mic Clip		2	28.00	56.00T
HV-C-MCB	Havis - Console Mount Mic Clip Bracket		2	12.00	24.00T
Misc	Zebra Printer Power Cable ZQ520		1	49.00	49.00T
RD-170635-000	12-volt vehicular power cable for Cradlepoint		1	51.00	51.00T
	CABLES for RADIO				
TC-HAF4013A	HAF4013A Motorolla Antenna (762-870 mHz)		1	69.00	69.00T
TC-HKN4191B	Main radio power cable		1	29.00	29.00T
TC-HKN6188B	Power cable plus speaker outs for Motorola XTL 5000		1	56.00	56.00T
TC-HSN4032B	Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	77.00	77.00T
TC-HKN6169B	Motorola Two-Piece Radio Remote Cable		1	76.00	76.00T
TE-NMO58UPL	3/4', Thru-hole Mounts, 17' solid core coax cable		1	24.00	24.00T
TC-HSN4040A	Motorola 13W weatherproof / waterproof external speaker		1	103.00	103.00T
SE-TK1189CGR11	Setina Aluminum Trunk Tray for Dodge Charger		1	277.00	277.00T
Graphics-Design & Install	Professional Design & Installation of Graphics for Customer's Department by Defender Supply		1	852.00	852.00
Graphics-Install	Professional Installation of Graphics by Defender Supply		1	152.00	152.00

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/24/2023
Estimate #	37440
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089

Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
Misc	ProClip Top Support Charger #560753		1	149.00	149.00T
Misc	ProClip Printer Mount Kit #241425		1	84.00	84.00T
Installation	Removal of Cradle Point (hardware only) APX6500 Radio (hardware only) Axon Fleet 3		2	125.00	250.00T
Installation	Installation of Customer Supplied Items: Cradle Point APX6500 Radio Axon Fleet 3		11	110.00	1,210.00T
Installation	Installation of Above Emergency Equipment		34	110.00	3,740.00T
Shipping	Shipping of Above Emergency Parts for Upfit		1	91.00	91.00T
Misc. Shop Supplies	Misc. Shop Supplies		1	87.00	87.00T
DS-Wire-PwrDist-BattMG...	Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	645.00	645.00T
	Customer Supplied Items: Cradle Point APX6500 Radio Axon Fleet 2 Video System				
	Texas Government or Municipality - No Sales Tax			0.00%	0.00

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Vehicle & Emergency Equipment Total **$22,345.01**

Signature _____

Bid Award Recommendation

Date: 10/25/2023

Description: **Ford F150 Responder Police Pursuit Vehicle (PPV) W/Police Equipment**

Qty.: 1

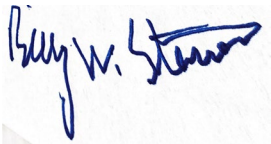
Replaces: 43500-86, a 2020 Chevrolet Tahoe – Police

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

Item: 1 – Pursuit Rated Ford F150 Responder Pick-up with Police Equipment Package as per Defender Quote 37247 and included within Silsbee Ford TIPS Cooperative Contract Quote "FORD F150 RESPONDER".

Total Cost of Vehicles, Equipment & Installation:
$92,729.26

It is Fleet Services recommendation to award the bid to **Silsbee Ford** in the amount of **$92,729.26** utilizing the **TIPS USA Cooperative Contract 210907**.



10/25/2023

Fleet Services Manager

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date:	10/4/2023	Ship/Bill To:	Town of Flower Mound
Suggested Vendor:	Defender Supply	ATTN:	FLEET SERVICES
Contact (if known):	Mike Hewitt	Address:	1101 Duncan Lane
Address (if available):	845 FM 407		Flower Mound, TX 75028
	Argyle, TX 76226	PO #:	
Phone/Fax:	903-564-5641	Department Name:	POLICE

G/L Account # (if Decision Package)	$ Amount Approved	Qty.	Unit Description (Specifications)	Estimated Unit Price	Amount
565-450-84500-6130	$ 110,000	1	2023 Ford F150 Responder pickup	$ 50,000	$ 50,000
		1	Police Equipment and Install	$ 40,985	$ 40,985
		1	Shields	$ 3,000	$ 3,000
					-
					-
	All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights			**TOTAL:**	**$ 93,985**

Name/Phone Ext.:	Darren Branch 6587	**APRROVALS:**	
Approved By:		Fleet Manager:	
Unit #(s) to be replaced or specify NEW Unit:	43500-86	Town Manager:	
		Bid/Solicitation #:	
Spec Name:		Co-Op/Contract #:	

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

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD F150 RESPONDER
Date: October 19, 2023

A. **Bid Item:** **A. Base Price:** $ 45,799.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2023 RESPONDER 4X4 SHORT BED	$ 3,795.00			
998	3.5L V6 ECOBOOST	$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	$ 250.00			
53A	TRAILER TOW PACKAGE	$ 1,325.00			
67P	REMOTE KEYLESS ENTRY KEY FOBS	$ 340.00			

Total of B. Published Options: $ 5,710.00

Published Option Discount (5%) $ (95.75)

C. Unpublished Options $= 78.9 %

Description	Bid Price	Options	Bid Price
		EXTERIOR-BLACK	
DEFENDER INSTALL 37247	$ 40,628.51	INTERIOR- PG MEDIUM EARTH GRAY	
		"NO CONSOLE"	
		150A- EQUIPMENT GROUP	
		UNITS ON ORDER **	

Total of C. Unpublished Options: $ 40,628.51

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ 250.00

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

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 250 $ 437.50

H. **Subtotal:** $ 92,729.26

I. **Quantity Ordered** 1 **x H =** $ 92,729.26

J. **Trade in:** $ -

K.

L. **Total Purchase Price** $ 92,729.26

DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/2/2023
Estimate #	37247
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089

Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
	2024 Ford F150 Responder - CVE Truck				
Tint-2Windows-Front	Window Tint - For Two Front Windows Madico Window Tint 30% Front 2 Windows		1	93.00	93.00T
Misc	Smartcapp Adventure Topper EA0306-MB		1	4,394.00	4,394.00T
Misc	Extendo Bed 60" Extendobed Light steel frame assy, w/ full extension lock & Plywood platform (48"w x 60"L), w/ short side rails. Includes mounting hardware; 1000 lbs. capacity Customer Carrier Design (per specs on quote)		1	5,104.00	5,104.00T
Misc	Ranch Hand Front Grill Guard and Replacement Bumper - 2024 F150		1	1,289.00	1,289.00T
DS-BEDLINER	Spray in Bedliner		1	577.00	577.00
Misc	BW 5" drop 3 way hitch TS10048B		1	312.00	312.00T
DSP-F150-VISOR-X	Defender Supply F150 Visor Light Package 1 - Full Function Tri Color LED Low Profile Visor Light Bar with Full Across Take Down, Progressing Flash Patterns with Slide Switch, Cruise, Low Power (R/B/W), 100 Watt Speaker and Bracket, Core Controller, Sync Module, Expansion Module, OBDII Canport Harness, Defender Supply Power Distribution and Main Harness. Includes Installation.		1	4,335.50	4,335.50T
DSP-F150-REARTA-X	Defender Supply F150 Traffic Advisor Package - 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted in the Rear Window with Vehicle Specific Shroud and Brackets.		1	1,175.00	1,175.00T
DSP-F150-CONSOLE	Defender Supply F-150 Console Package - Contoured Police Console With Dual Cup Holder, Arm Rest, 2 Magnetic Mic Clips, Base Plate. Includes Installation.		1	1,160.00	1,160.00T
DSP-COMPSTAND-CON...	Defender Supply Computer Mount; Console. Includes Installation.		1	762.50	762.50

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/2/2023
Estimate #	37247
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089

Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
HV-DS-DELL-425	Docking Station wih Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	489.00	489.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	186.00	186.00T
DSP-F150-WEAPONLOC...	Defender Supply F150 Free Standing Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.				990.19T
DSP-DUALTONE-X	Defender Supply Dual Tone Siren Package for Core. Includes Amp, 100 Watt Speaker, Bracket. Includes Installation. Mount Both Speakers Bottom of Shelf on Sides		1	637.50	637.50
DSP-DUR-RB-LIGHTSTICK	Defender Supply DURANGO Running Board Light Stick Package - Includes Two Tri Color Super LED Light Sticks (R/B/W), 1 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Red/Blue/White				1,981.00
DSP-F150-RB-LIGHTSTICK	Defender Supply F-150 Running Board Light Stick Package - Includes Two Tri Color Super LED Light Sticks (R/B/W), 1 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Red/Blue/White		1	3,298.30	3,298.30T
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.				317.50
DSP-MIRROR-SIDE	Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function. Includes Installation.		1	1,131.00	1,131.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/2/2023
Estimate #	37247
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089

Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
DSP-PUSHBUMPER-PKG	Defender Supply Push Bumper Lighting Package - Includes 6, Tri Color Super LED Light Heads (R/B/W), 4 Forward Facing and 2 Side Facing with 45º Brackets. Progressing Flash Patterns with Slide Switch, Take Down, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. 4 Front Facing on Grill Guard 2 SM Side Facing on Grill Guard		1	1,237.75	1,237.75T
WH-VTX3609J	Whelen 360 Degree LED Side Emitter Light Head - Red/Blue Split License Plate Area		2	69.00	138.00T
SO-ECVDMLTAL00	Universal Mount 6 Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens Front Cabin		1	81.00	81.00T
WH-3SRCCDCR	Whelen LED Flush Mount Compartment Light in Red & White NEED TO KNOW LOCATIONS.		5	49.00	245.00T
WIRE-CUSTOM	Wiring Hardness for Dome Lights		1	77.00	77.00T
DSP-REARSIDEGLASS	Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	482.50	482.50
DSP-OPTI-BUMPER	Installation of 794 Opticom/Emitter Mounted on the Push Bumper.		1	1,418.75	1,418.75
DSP-DUR-RADAR-Stalker...	Stalker DSR 2X - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote and Vehicle Specific Brackets. Includes Installation.		1	4,098.50	4,098.50
AC-24MONTHEXTENDED	Applied Concepts, Stalker, 24 Month Extended Warranty		1	528.00	528.00T
DSP-FLASHLIGHT-LG	Defender Supply Full-Size Rechargeable Metal Multi-Function LED Flashlight. --Mounted to the passenger side of the console. -Flashlight Switches Provide Momentary or Constant-On Functionality with User-Selectable High (350 Lumens), Medium (160 Lumens) or Low (10 Lumens)-Brightness Settings as well as a Disorienting Strobe.		1	290.27	290.27

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845 FM 407 W
Argyle, TX 76226

Date	10/2/2023
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Estimate By	Mike
	mike@defendersupply.com
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Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
CC-XANTREX1000	Xantrex Technology Inc, 806-1210 Inverter Prowatt Sw 1000 & 808-9001 PROwatt SW Remote Switch		1	412.00	412.00T
RD-GP-IN2148	Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		1	375.00	375.00T
RD-AFM-835	AFM 835 700-800 whip		1	14.00	14.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	20.00	20.00T
RD-170635-000	12-volt vehicular power cable for Cradlepoint		1	35.00	35.00T
	RADIO CABLES				
TC-HAF4013A	HAF4013A Motorolla Antenna (762-870 mHz)		1	68.00	68.00T
TC-HKN4192C	Mobile Power Cable, 20ft, 10 AWG		1	53.00	53.00T
TC-HKN6188B	Remote head power cable plus speaker outs for Motorola XTL 5000		1	51.00	51.00T
TC-HSN4032B	Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	81.00	81.00T
TC-HKN6169B	Motorola Two-Piece Radio Remote Cable		1	119.00	119.00T
TC-HSN4040A	Motorola 13W weatherproof / waterproof external speaker		1	81.00	81.00T
Misc. Shop Supplies	Red Rocker Switch for Cargo Dome Operation		1	7.00	7.00T
CDW-P1063406-031	ZEBRA AIT, ACCESSORY, KIT, DC-DC VEHICLE ADAPTER, CIG,12-24V, QLN/ZQ5/ZQ6		1	62.00	62.00T
Graphics-Design & Install	Professional Design & Installation of Graphics for Customer's Department by Defender Supply - Grafixx Shoppe		1	501.00	501.00
Graphics-Install	Professional Installation of Graphics by Defender Supply		1	210.00	210.00
Install	Installation of Above Equipment not covered under groups		1	551.00	551.00
Install	Removal of Equipment (hardware only. cables can remain) Customer Supplied Equipment Cradlepoint COR IBR900 Motorola APX-6500 2pc with remote head Axon Fleet		1	125.00	125.00

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	10/2/2023
Estimate #	37247
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089

Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
DSP-CSP-RADIO2PC	Installation of customer supplied 2 piece radio. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour ** APX-6500 2 piece remote head		1	251.00	251.00
DSP-CSP-CRADLEPOINT	Installation of customer supplied cradle point. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour ** Cradlepoint COR IBR900		1	188.50	188.50
DSP-CSP-CAMERA	Installation of customer supplied camera system. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of $125/hour ** Axon Fleet 3		1	594.75	594.75
	Customer Supplied Equipment: Cradlepoint COR IBR900 Motorola APX-6500 2pc with remote head Axon Fleet Ethernet Cable for Cradle Point and Laptop				
	Texas Government or Municipality - No Sales Tax			0.00%	0.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total **$40,628.51**

Signature _____

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

DATE: November 6, 2023
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Public hearing to consider an ordinance designating a geographic area within the Town as a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as reinvestment zone number two; creating a board of directors; and establishing a tax increment fund (TIRZ fund) for the zone.**

BACKGROUND: The purpose of this item is to consider an ordinance creating TIRZ #2 in conformance with Chapter 311 of the Texas Tax Code.

On September 19, 2022, the Town first publicly discussed the potential for a TIRZ to be utilized for infrastructure costs as the western areas of Town begin to develop. That discussion can be viewed here.

Since that time, staff has been working with the Town's consultant, P3 Works LLC, on the preliminary project and financing plan for TIRZ #2.

Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act (linked above), provides a legal and regulatory framework that governs the process in creating a TIRZ. The proposed boundary is in compliance with Chapter 311. Administratively, the first steps to creating a TIRZ is calling for a public hearing on the creation of the zone and its benefits to the municipality or county and to property in the proposed zone. The public hearing was called during the October 2, 2023, Town Council meeting. The public hearing allows for public discussion on the creation of a TIRZ, prior to the Town formally creating one.

Overall, a TIRZ is an economic development tool that can be used by municipalities and counties to finance infrastructure costs in specific geographic areas. While not related to the creation of TIRZ #2, the Town currently has one TIRZ (TIRZ #1) that was established in September 2005 to provide funds for public infrastructure within the Town's FM 2499 corridor. TIRZ #1 consists of approximately 1,465 acres, is compliant with Chapter 311, and continues to accomplish the goals under which it was created.

TIRZ #2 is proposed in western Flower Mound, generally north and south of the intersection of FM 1171 and US 377, expanding west to property located adjacent to I-35W, and east to Whites Branch. The property contains approximately 3,962 acres which is wholly located within the corporate limits of the Town. See Attachment 1 for a boundary map of the proposed TIRZ #2.

The preliminary project and financing plan (PPFP) is included as Attachment 2. The PFPP provides the estimated project costs, timeline of incurred costs, and economic feasibility of the TIRZ, as required by Chapter 311.

If approved, The TIRZ will take effect immediately, and terminate on December 31, 2053, unless otherwise terminated in accordance with the ordinance. The Town shall have the right to terminate

the Zone prior to the expiration of its stated term if all the project costs have been paid in full.

The ordinance also creates a board of directors for the TIRZ consisting of seven members. Six members shall be appointed by the Town Council to Places 1, 2, 3, 4, 5, and 6. Place 7 shall be appointed by the Commissioners Court of Denton County, if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away. The current Town Council will serve as the initial TIRZ #2 board of directors along with the County appointment if they participate.

BOARD REVIEW/CITIZEN FEEDBACK: This item is a public hearing in order to receive public feedback on the creation of TIRZ #2.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Draft Ordinance
2. Preliminary Project and Financing Plan

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 GEOGRAPHIC AREA WITHIN THE TOWN AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER TWO, TOWN OF FLOWER MOUND, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND (TIRZ FUND) FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the Town as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Town Council of the Town (the "Town Council") desires for the Town to consider the creation of the tax increment reinvestment zone in the Town consisting of approximately 3,962.176 acres depicted in ***Exhibit A*** and identified within ***Exhibit B*** attached hereto (the "Property"); and

WHEREAS, pursuant to and as required by the Act, the Town Council prepared a *Reinvestment Zone Number Two, Town of Flower Mound, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan") attached hereto as ***Exhibit B*** and incorporated herein for all purposes; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the Denton Record-Chronicle, a newspaper of general circulation within the Town, on October 13, 2023, which date is not later than the seventh (7th) day before the public hearing held on November 6, 2023; and

WHEREAS, at the public hearing on November 6, 2023, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the zone; and

WHEREAS, the Town has taken all actions required to create the zone including, but not limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

WHEREAS, the Town desires to appoint initial members to the board of directors of the zone; and

WHEREAS, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

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

SECTION 1. FINDINGS.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The Town Council finds that the **PUBLIC IMPROVEMENTS** will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the Town.

(c) The Town Council finds that the proposed zone meets the requirements of Section 311.005(a)(2) of the Act in that:

(i) there is a need for essential public infrastructure and economic development programs to attract new business and commercial activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the Town and the State of Texas, and increasing job opportunities for residents of the Town and the region; and

(ii) the proposed zone, as shown in **Exhibit A**, meets the criteria for the creation of a reinvestment zone set forth in Section 311.005 of the Act in that the area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs and arrests the sound growth of the municipality; and

(iii) these factors substantially impair and arrest the sound growth of the Town.

(d) The Town Council finds that the proposed zone is a geographic area 100% within the Town's corporate limits or extraterritorial jurisdiction.

(e) The Town Council finds that not more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, and the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones does not exceed fifty percent (50%) of the total appraised value of taxable real property in the Town and in the industrial districts created by the Town.

(f) The Town Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(g) The Town Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The Town Council finds that the implementation of the Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) above and will serve a public purpose.

SECTION 2. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the Town Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Two, Town of Flower Mound, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION 3. BOARD OF DIRECTORS.

3.1 The Town Council hereby creates a board of directors for the Zone (the "Board") consisting of seven members. Six members shall be appointed by the Town Council to Places 1,2,3,4, 5, and 6. Place 7 shall be appointed by the Commissioners Court of Denton County, Texas (the "County"), if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away.

3.2 The Town Council hereby appoints the following individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires December 31, 2024)
Place 2	Council Place 1	(term expires December 31, 2025)
Place 3	Council Place 2	(term expires December 31, 2026)
Place 4	Council Place 3	(term expires December 31, 2025)
Place 5	Council Place 4	(term expires December 31, 2024)
Place 6	Council Place 5	(term expires December 31, 2026)

Place 7 shall be appointed by the County for a term that expires December 31, 2025.

Upon expiration of the indicated terms or upon Town Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the Town Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the Town Council for approval. The Board may enter into agreements as the Board considers necessary or convenient to implement the Project and Finance Plan and reimburse **PROJECT COSTS** from the **TIRZ FUND** established pursuant to Section 7 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5. Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the Town Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the **TIRZ FUND** for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the Town Council hereby authorizes the Board to exercise all of the powers of the Town under Chapter 380, Texas Local Government Code, as amended.

SECTION 4. DURATION OF THE ZONE. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2053 (with final year's tax due by January 31, 2054), unless otherwise terminated in accordance with this section. The Town shall have the right to terminate the Zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, the Town and the County shall have no obligation to pay the shortfall.

SECTION 5. TAX INCREMENT BASE. The "Tax Increment Base" for purposes of calculating the **TOWN TIRZ INCREMENT,** and if the County participates in the Zone the **COUNTY TIRZ INCREMENT,** and means the total appraised value of all real property in the Zone that is taxable by the Town and the County, respectively, as of January 1, 2023.

SECTION 6. CAPTURED APPRAISED VALUE. The “Captured Appraised Value” for purposes of calculating the annual **TOWN TAX INCREMENT,** and if the County participates in the Zone the **COUNTY TAX INCREMENT,** means the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

SECTION 7. TAX INCREMENT FUND. There is hereby created and established a **TIRZ FUND** for the Zone. Within the **TIRZ FUND**, there may be maintained subaccounts as necessary and convenient to carry out the purposes of the Act. The **TOWN TAX INCREMENT** and **COUNTY TAX INCREMENT** shall be deposited into the **TIRZ FUND** as of the effective date of the Zone. The **TIRZ FUND** and all subaccounts shall be maintained at the depository bank of the Town and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ FUND** only to pay **PROJECT COSTS**.

The **TIRZ FUND** shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the Town, has elected to dedicate to the **TIRZ FUND** under an agreement with the Town authorized by Section 311.013(f) of the Texas Tax Code, and (ii) fifty percent (50%) of the Town's tax increment as defined by section 311.012(a) of the Texas Tax Code (**TOWN TIRZ INCREMENT**), subject to any binding agreement executed at any time by the Town that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 8. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 9. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the Town Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the Town Hall of the Town for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The Town Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED, AND ADOPTED ON THIS 6th DAY OF November, 2023

_____
Mayor

ATTEST:

_____
Town Secretary

Effective: _____

APPROVED AS TO FORM AND LEGALITY:

_____
Town Attorney

EXHIBIT A

PROPERTY DEPICTION

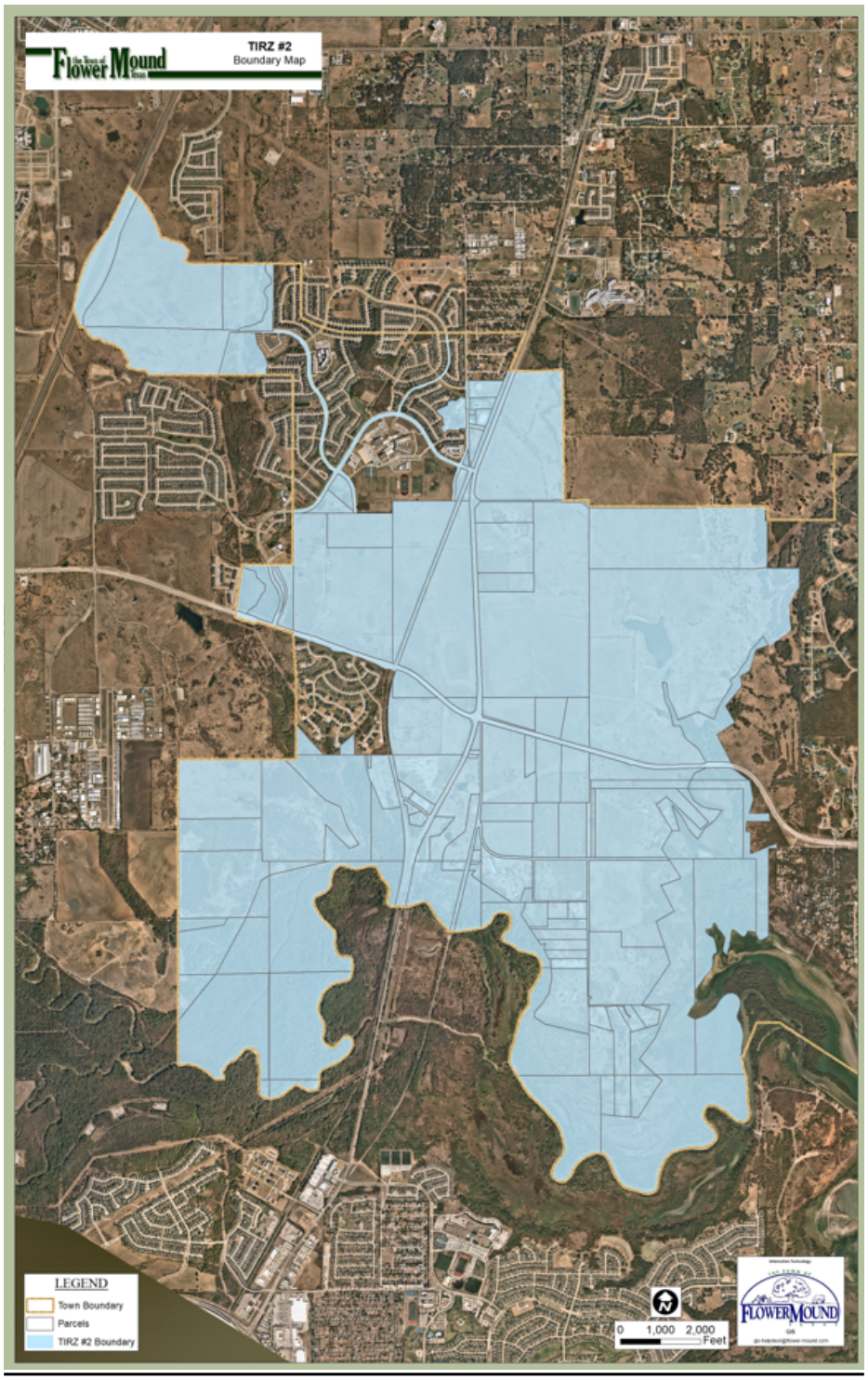

EXHIBIT B

PRELIMINARY PROJECT AND FINANCE PLAN

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REINVESTMENT ZONE NUMBER TWO, TOWN OF FLOWER MOUND, TEXAS PRELIMINARY PROJECT AND FINANCE PLAN

NOVEMBER 6, 2023

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SECTION 1: DEFINITIONS

Capitalized terms used in this Preliminary Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Preliminary Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," or an "Exhibit," shall be a reference to a Section of this Preliminary Plan or an Exhibit attached to and made a part of this Preliminary Plan for all purposes.

"**Act**" means Chapter 311, Texas Tax Code, Tax Increment Financing Act.

"**Administrative Costs**" means the actual, direct costs paid or incurred by or on behalf of the Town to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the Town that are directly related to the administration of the Zone.

"Appraisal District" means the Denton Central Appraisal District.

"**Board**" means the Board of Directors for the Zone.

"**Captured Appraised Value**" means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

"**County**" means Denton County, Texas.

"**County TIRZ Increment**" means the portion of the County's ad valorem tax increment equal to fifty percent (50%) of the ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone.

"**Creation Ordinance**" means Ordinance No. _____ adopted by the Town Council on _____, 2023, designating the creation of the Zone and the Board.

"**Feasibility Study**" means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit E**.

"Non-Project Costs" means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit B**.

"**Preliminary Plan**" means this *Reinvestment Zone Number Two, Town of Flower Mound, Texas Preliminary Project and Finance Plan*.

"**Project Costs**" means the total costs for projects in the Zone, including actual costs of the Public Improvements, and the Administrative Costs, as listed in **Exhibit C**.

"**Property**" means 3,962.176 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

"**Public Improvements**" means the proposed public improvements to be financed by the Zone, which includes streets, water, storm sewer, sanitary sewer, professional services, public trails, required monumentation, municipal services, public facilities, and landscaping, as detailed on **Exhibit C**, and depicted on **Exhibit G**.

"**Tax Increment Base**" means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

"**TIRZ No. 2 Fund**" means the tax increment fund created by the Town and segregated from all other funds of the Town.

"**Town**" means the Town of Flower Mound, Texas.

"**Town Council**" means the governing body of the Town.

"**Town TIRZ Increment**" means the portion of the Town's ad valorem tax increment equal to fifty percent (50%) of the ad valorem real property taxes collected and received by the Town on the Captured Appraised Value of the Zone.

"**Zone**" means Reinvestment Zone Number Two, Town of Flower Mound, Texas, as depicted on **Exhibit A**, and parcels identified on **Exhibit H.**

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The Town has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the Town as a tax increment reinvestment zone to promote development or redevelopment of the area because the Town Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the Town and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the Town; or
3) is in a federally assisted new community located in the Town or in an area immediately adjacent to a federally assisted new community; or
4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the Town by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The Town cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the Town and in industrial districts created by the Town.

2.3 The Zone

The Property within the Zone is currently located within the corporate limits of the Town as shown on **Exhibit A**. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the Town. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the Town envisions that the Property will be developed to take full advantage of the opportunity to bring to the Town, and County, a quality development.

2.4 Preliminary Plan and Hearing

Before the Town Council adopts the Creation Ordinance, the Town Council prepared this Preliminary Plan in accordance with the Act and will hold a public hearing on the creation of the Zone and its benefits to the Town and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan, the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed shall be determined by this Preliminary Plan, which requires approval by the Board and by the Town Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the Town Council will consider the Creation Ordinance and the following findings:

1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
2) that the Zone was feasible,
3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the Town, and
4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance will appoint the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board will review a Final Plan and recommend its approval to the Town Council pursuant to which the Town shall contribute the Town TIRZ increment into the TIRZ No. 2 Fund to pay a portion of the Project Costs benefiting the Zone. If the County participates in the Zone, then pursuant to the County Participation Agreement, the County shall contribute the County TIRZ Increment into the TIRZ No. 2 Fund to pay a portion of the Project Costs benefitting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is within the corporate limits of the Town, and is currently zoned water recreation, commercial, open space mixed use, interim holding, single family, and combined uses. The Property is primarily undeveloped or underdeveloped, and there is no public infrastructure to support development. Development requires extensive public infrastructure that: (1) the Town could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the Town include residential, and commercial, as shown on **Exhibit F**.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the Town and is subject to the Town's zoning regulations. The Town has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned at this time. Should zoning changes be desired or needed, request will follow Town subdivision ordinance.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of the Preliminary Plan.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable Town standards and shall otherwise be inspected, approved, and accepted by the Town. At the Town's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the Town, from time to time without amending this Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs[1]

The total Project Costs are estimated to be $380,161,186, as shown below and detailed on **Exhibit C**. The Administrative Costs are estimated to be $20,000 per year beginning 2024 and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ No. 2 Fund before any other Project Costs are paid. The cost of the Public Improvements is estimated to be $379,349,824, as shown in **Exhibit C**.

7.2 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually for the duration of the Zone. It is estimated the Public Improvements will be constructed between 2024 and 2053, as shown on **Exhibit C**, and funded annually over the remaining term of the Zone.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

The Feasibility Study focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, the Property will generate approximately $585,855,105 in total new real property tax revenue for the participation taxing entities. Approximately $264,721,456 will be deposited into the TIRZ No. 2 Fund to pay for the Project Costs over the life of the Zone. The

[1] Project Costs include CIP Improvements, which can be reimbursed first through Impact Fees, then by the TIRZ No. 2 Fund.

remaining real property tax revenue over that period, estimated at $321,133,648 shall be retained by the participating taxing entities as shown in **Exhibit E.**

The Feasibility Study shows the cumulative Town TIRZ Increment is estimated to be $187,570,727 which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new Town real property tax revenue generated within the zone and retained by the Town is estimated to be $187,570,727 over the term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be $77,150,730, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be $133,562,922 over the term.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the Town secured by the tax increments pursuant to the Act, is contemplated at this time.

SECTION 10: APPRAISED VALUE

10.1 Tax Increment Base

The Tax Increment Base is estimated to be $9,135,805 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

10.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $7,211,277,826, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate the annual Town TIRZ Increment, and if applicable, the County TIRZ Increment, pursuant to the County Participation Agreement.

SECTION 11: METHOD OF FINANCING

The Final Plan would anticipate the Town will deposit the Town TIRZ Increment into the TIRZ No. 2 Fund beginning in 2024. For example, in FY 2024, the Town's ad valorem tax rate was $0.38730

per $100 of taxable value, therefore the Town would contribute $0.19365 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 2 Fund.

If applicable, the County will deposit the County TIRZ Increment into the TIRZ No. 2 Fund beginning in 2024. For example, in FY 2024, the County's ad valorem tax rate was $0.217543 per $100 of taxable value, therefore the Town would contribute $0.108772 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 2 Fund.

All payments of Project Costs shall be made solely from the TIRZ No. 2 Fund and from no other funds of the Town, or the County unless otherwise approved by their respective governing bodies. The TIRZ No. 2 Fund shall only be used to pay the Project Costs. The Town may amend this Final Plan in compliance with the County Participation Agreement, if applicable, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for thirty (30) years, with the last payment being due by January 31, 2054, unless otherwise terminated in accordance with the Creation Ordinance.

12.2 Termination

The Zone will terminate prior to the expiration of its stated term if the Project Costs have been fully funded. If upon expiration of the stated term of the Zone, the Project Costs have not been collected into the TIRZ No. 2 Fund, the Town and, if applicable, the County shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this section is intended to prevent the Town from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Proposed Uses of the Property
Exhibit G	Map of the Public Improvements
Exhibit H	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

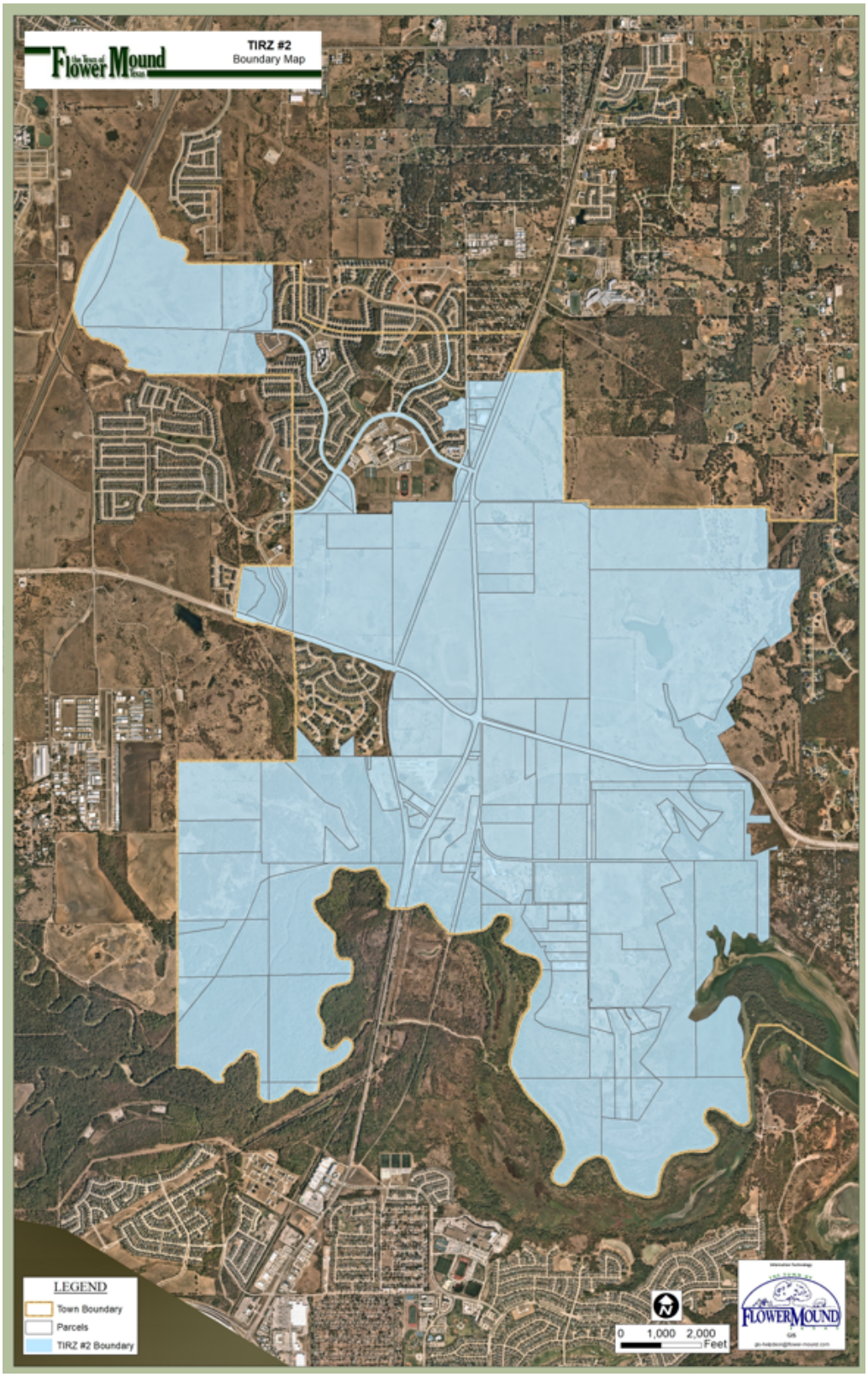


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas
Non-Project Costs

Category	Total[a]
STREETS / STORM SEWER	$ 359,578,249
WATER	$ 99,457,428
WASTEWATER	$ 54,459,916
PUBLIC TRAIL LINKAGES AND EXTENSIONS	$ 3,946,645
IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS)	$ 50,268,699
IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS)	$ 54,803,881
PUBLIC PARKWAY IMPROVEMENTS (EXCLUDING TRAILS)	$ 27,680,790
SOFT COSTS	$ 381,381,382
CONTINGENCY	$ 97,529,341
Total	**$ 1,129,106,331**

Footnotes:

[a] Costs shown for illustrative purposes only, subject to change.

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas
Project Costs

Category	Costs[a]
Public Improvements	
STREETS / STORM SEWER	$ 88,436,866
WATER	$ 17,044,394
WATER REUSE	$ 12,494,864
WASTEWATER	$ 10,570,185
MASTER PLAN TRAILS	$ 14,471,179
PUBLIC OPEN SPACE IMPROVEMENTS (EXCLUDING TRAILS)	$ 21,000,000
REQUIRED MONUMENTATION	$ 1,450,000
SOFT COSTS	$ 57,117,119
CONTINGENCY	$ 24,820,124
MUNICIPAL SERVICES	$ 107,872,317
PUBLIC FACILITIES	$ 24,072,776
Public Improvements Subtotal	**$ 379,349,824**
Administrative Costs	**$ 811,362**
Total Project Costs	**$ 380,161,186**

Footnotes:

[a] Costs shown for illustrative purposes only, subject to change.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas
Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Administrative Costs[a]	CIP Projects	Major Improvements	Public Facilities	DPS Costs	Total Cost[b]
Base	2023						
1	2024	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
2	2025	$ 20,400	$ -	$ -	$ -	$ -	$ 20,400
3	2026	$ 20,808	$ 4,811,930	$ 1,078,624	$ -	$ -	$ 5,911,362
4	2027	$ 21,224	$ 4,956,288	$ 1,110,983	$ -	$ -	$ 6,088,495
5	2028	$ 21,649	$ 5,104,976	$ 1,144,312	$ -	$ -	$ 6,270,937
6	2029	$ 22,082	$ 5,258,125	$ 1,178,642	$ -	$ -	$ 6,458,849
7	2030	$ 22,523	$ 5,415,869	$ 1,214,001	$ -	$ -	$ 6,652,394
8	2031	$ 22,974	$ 5,578,345	$ 1,250,421	$ -	$ -	$ 6,851,740
9	2032	$ 23,433	$ 5,578,345	$ 1,250,421	$ -	$ -	$ 6,852,200
10	2033	$ 23,902	$ 5,578,345	$ 1,250,421	$ -	$ -	$ 6,852,668
11	2034	$ 24,380	$ 5,745,696	$ 1,287,934	$ 1,203,639	$ 2,913,421	$ 11,175,069
12	2035	$ 24,867	$ 5,918,067	$ 1,326,572	$ 1,203,639	$ 3,237,134	$ 11,710,279
13	2036	$ 25,365	$ 8,610,499	$ 1,930,097	$ 1,203,639	$ 3,498,231	$ 15,267,831
14	2037	$ 25,872	$ 5,953,601	$ 1,334,537	$ 1,203,639	$ 3,759,328	$ 12,276,977
15	2038	$ 26,390	$ 6,132,209	$ 1,374,573	$ 1,203,639	$ 4,020,425	$ 12,757,236
16	2039	$ 26,917	$ 6,316,175	$ 1,415,810	$ 1,203,639	$ 4,281,523	$ 13,244,064
17	2040	$ 27,456	$ 6,505,661	$ 1,458,285	$ 1,203,639	$ 4,542,620	$ 13,737,659
18	2041	$ 28,005	$ 6,700,830	$ 1,502,033	$ 1,203,639	$ 4,803,717	$ 14,238,224
19	2042	$ 28,565	$ 6,700,830	$ 1,502,033	$ 1,203,639	$ 5,064,814	$ 14,499,881
20	2043	$ 29,136	$ 6,700,830	$ 1,502,033	$ 1,203,639	$ 5,325,911	$ 14,761,550
21	2044	$ 29,719	$ 6,901,855	$ 1,547,094	$ 1,203,639	$ 5,587,008	$ 15,269,315
22	2045	$ 30,313	$ 7,108,911	$ 1,593,507	$ 1,203,639	$ 5,848,105	$ 15,784,475
23	2046	$ 30,920	$ 9,164,133	$ 2,054,198	$ 1,203,639	$ 6,076,029	$ 18,528,918
24	2047	$ 31,538	$ 9,439,057	$ 2,115,824	$ 1,203,639	$ 6,303,952	$ 19,094,010
25	2048	$ 32,169	$ 9,722,229	$ 2,179,299	$ 1,203,639	$ 6,531,875	$ 19,669,211
26	2049	$ 32,812	$ 10,013,896	$ 2,244,678	$ 1,203,639	$ 6,759,798	$ 20,254,823
27	2050	$ 33,468	$ 10,314,313	$ 2,312,018	$ 1,203,639	$ 6,987,722	$ 20,851,160
28	2051	$ 34,138	$ 10,623,742	$ 2,381,378	$ 1,203,639	$ 7,215,645	$ 21,458,542
29	2052	$ 34,820	$ 10,623,742	$ 2,381,378	$ 1,203,639	$ 7,443,568	$ 21,687,148
30	2053	$ 35,517	$ 10,623,742	$ 2,381,378	$ 1,203,639	$ 7,671,491	$ 21,915,768
Total		**$ 811,362**	**$ 202,102,245**	**$ 45,302,486**	**$ 24,072,776**	**$ 107,872,317**	**$ 380,161,186**

Footnotes

[a] Values increased at 2% annually.
[b] Costs shown for illustrative purposes only, subject to change.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Two, Town of Flower Mound, Texas
Feasibility Study

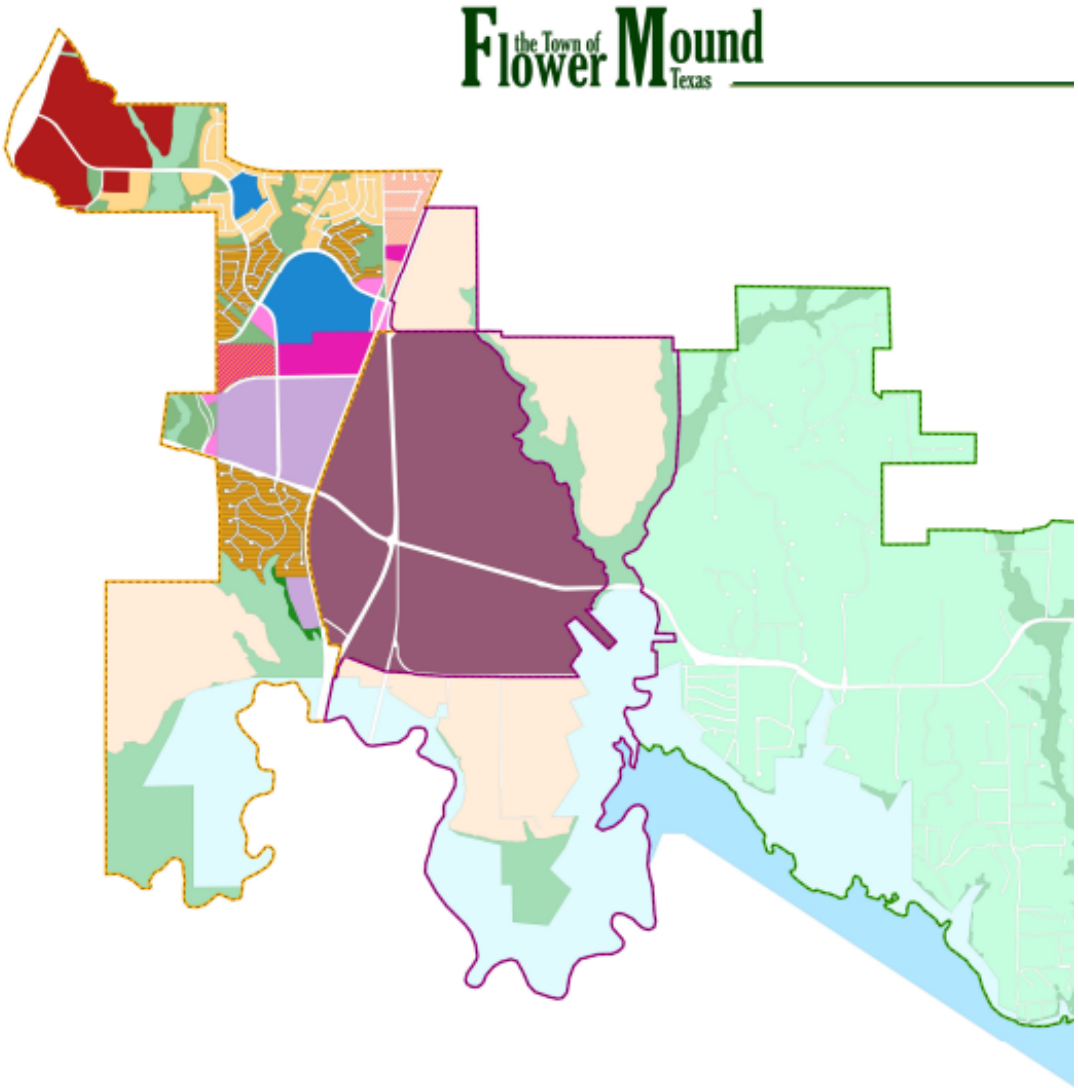
Zone Year	Calendar Year	Value Growth/ Year[a]	Total Added Development Value[2]	Total New Taxable Value	Total Incremental Value	Town TIRZ Increment			County TIRZ Increment[b]			Total TIRZ No. 2 Fund Contribution	
						%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative
Base	2023			$ 9,135,805									
1	2024	3%	$ -	$ 9,409,879	$ 274,074	50%	$ -	$ -	50%	$ -	$ -	$ -	$ -
2	2025	3%	$ -	$ 9,692,176	$ 556,371	50%	$ 531	$ 531	50%	$ 298	$ 298	$ 829	$ 829
3	2026	3%	$ 100,267,925	$ 110,250,866	$ 101,115,061	50%	$ 1,077	$ 1,608	50%	$ 605	$ 903	$ 1,683	$ 2,511
4	2027	3%	$ 103,275,963	$ 216,834,355	$ 207,698,550	50%	$ 195,809	$ 197,417	50%	$ 109,984	$ 110,888	$ 305,794	$ 308,305
5	2028	3%	$ 106,374,242	$ 329,713,627	$ 320,577,822	50%	$ 402,208	$ 599,626	50%	$ 225,917	$ 336,804	$ 628,125	$ 936,430
6	2029	3%	$ 109,565,469	$ 449,170,504	$ 440,034,699	50%	$ 620,799	$ 1,220,425	50%	$ 348,697	$ 685,502	$ 969,496	$ 1,905,926
7	2030	3%	$ 112,852,433	$ 575,498,053	$ 566,362,248	50%	$ 852,127	$ 2,072,552	50%	$ 478,632	$ 1,164,134	$ 1,330,760	$ 3,236,686
8	2031	3%	$ 116,238,006	$ 709,001,000	$ 699,865,195	50%	$ 1,096,760	$ 3,169,312	50%	$ 616,041	$ 1,780,175	$ 1,712,801	$ 4,949,487
9	2032	0.00%	$ 116,238,006	$ 825,239,006	$ 816,103,201	50%	$ 1,355,289	$ 4,524,601	50%	$ 761,254	$ 2,541,429	$ 2,116,543	$ 7,066,030
10	2033	0.00%	$ 1,116,238,006	$ 1,941,477,012	$ 1,932,341,207	50%	$ 1,580,384	$ 6,104,985	50%	$ 887,688	$ 3,429,116	$ 2,468,072	$ 9,534,102
11	2034	3%	$ 119,725,146	$ 2,119,446,468	$ 2,110,310,663	50%	$ 3,741,979	$ 9,846,964	50%	$ 2,101,837	$ 5,530,953	$ 5,843,815	$ 15,377,917
12	2035	3%	$ 123,316,900	$ 2,306,346,763	$ 2,297,210,958	50%	$ 4,086,617	$ 13,933,580	50%	$ 2,295,417	$ 7,826,369	$ 6,382,033	$ 21,759,950
13	2036	3%	$ 179,420,089	$ 2,554,957,255	$ 2,545,821,450	50%	$ 4,448,549	$ 18,382,130	50%	$ 2,498,711	$ 10,325,080	$ 6,947,260	$ 28,707,210
14	2037	3%	$ 124,057,345	$ 2,755,663,317	$ 2,746,527,512	50%	$ 4,929,983	$ 23,312,113	50%	$ 2,769,128	$ 13,094,208	$ 7,699,111	$ 36,406,321
15	2038	3%	$ 127,779,065	$ 2,966,112,282	$ 2,956,976,477	50%	$ 5,318,651	$ 28,630,763	50%	$ 2,987,439	$ 16,081,648	$ 8,306,090	$ 44,712,411
16	2039	3%	$ 131,612,437	$ 3,186,708,088	$ 3,177,572,283	50%	$ 5,726,185	$ 34,356,948	50%	$ 3,216,348	$ 19,297,995	$ 8,942,533	$ 53,654,944
17	2040	3%	$ 135,560,810	$ 3,417,870,141	$ 3,408,734,336	50%	$ 6,153,369	$ 40,510,317	50%	$ 3,456,293	$ 22,754,288	$ 9,609,662	$ 63,264,605
18	2041	3%	$ 139,627,635	$ 3,660,033,880	$ 3,650,898,075	50%	$ 6,601,014	$ 47,111,331	50%	$ 3,707,731	$ 26,462,020	$ 10,308,746	$ 73,573,351
19	2042	0.00%	$ 139,627,635	$ 3,799,661,515	$ 3,790,525,710	50%	$ 7,069,964	$ 54,181,295	50%	$ 3,971,137	$ 30,433,156	$ 11,041,101	$ 84,614,452
20	2043	0.00%	$ 1,139,627,635	$ 4,939,289,150	$ 4,930,153,345	50%	$ 7,340,353	$ 61,521,648	50%	$ 4,123,012	$ 34,556,168	$ 11,463,365	$ 96,077,816
21	2044	3%	$ 143,816,464	$ 5,231,284,288	$ 5,222,148,483	50%	$ 9,547,242	$ 71,068,890	50%	$ 2,894,502	$ 37,450,670	$ 12,441,744	$ 108,519,560
22	2045	3%	$ 148,130,958	$ 5,536,353,774	$ 5,527,217,969	50%	$ 10,112,691	$ 81,181,581	50%	$ 3,137,943	$ 40,588,613	$ 13,250,633	$ 121,770,193
23	2046	3%	$ 190,956,375	$ 5,893,400,763	$ 5,884,264,958	50%	$ 10,703,458	$ 91,885,038	50%	$ 3,393,379	$ 43,981,992	$ 14,096,837	$ 135,867,030
24	2047	3%	$ 196,685,067	$ 6,266,887,853	$ 6,257,752,048	50%	$ 11,394,879	$ 103,279,917	50%	$ 3,703,061	$ 47,685,053	$ 15,097,940	$ 150,964,970
25	2048	3%	$ 202,585,619	$ 6,657,480,107	$ 6,648,344,302	50%	$ 12,118,137	$ 115,398,054	50%	$ 4,028,264	$ 51,713,317	$ 16,146,401	$ 167,111,371
26	2049	3%	$ 208,663,187	$ 7,065,867,697	$ 7,056,731,892	50%	$ 12,874,519	$ 128,272,573	50%	$ 4,369,641	$ 56,082,958	$ 17,244,160	$ 184,355,531
27	2050	3%	$ 214,923,083	$ 7,492,766,811	$ 7,483,631,006	50%	$ 13,665,361	$ 141,937,934	50%	$ 4,727,871	$ 60,810,829	$ 18,393,232	$ 202,748,763
28	2051	3%	$ 221,370,775	$ 7,938,920,591	$ 7,929,784,786	50%	$ 14,492,051	$ 156,429,986	50%	$ 5,103,656	$ 65,914,485	$ 19,595,708	$ 222,344,471
29	2052	0.00%	$ 221,370,775	$ 8,160,291,366	$ 8,151,155,561	50%	$ 15,356,028	$ 171,786,014	50%	$ 5,497,728	$ 71,412,213	$ 20,853,756	$ 243,198,227
30	2053	0.00%	$ 1,221,370,775	$ 9,381,662,142	$ 9,372,526,337	50%	$ 15,784,713	$ 187,570,727	50%	$ 5,738,517	$ 77,150,730	$ 21,523,229	$ 264,721,456
Total			**$ 7,211,277,826**				**$ 187,570,727**			**$ 77,150,730**		**$ 264,721,456**	

Assumptions		
Tax Increment Base[c]	$	9,135,805
Town AV Rate	$	0.387300
County AV Rate[b]	$	0.217543

Footnotes

[a] Values increased at 3% annually with two years of no growth each decade to simulate an economic downturn.
[b] County has not yet agreed to participate and is shown for illustrative purposes only.
[c] Tax Increment Base is subject to confirmation by Appraisal District.

EXHIBIT F – PROPOSED USES OF THE PROPERTY



This data has been compiled by the Town of Flower Mound and is for informational purposes. Various official and unofficial sources were used to gather this data, but it does not represent an on-the-ground survey and shows only the approximate relative location of property boundaries.

Every effort was made to ensure the accuracy of this data, but it may not be suitable for legal, engineering, or surveying purposes. As such, no guarantee is given or implied as to the accuracy of of this data. For official verification of landuse and zoning boundaries please contact the Planning Department.

EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS

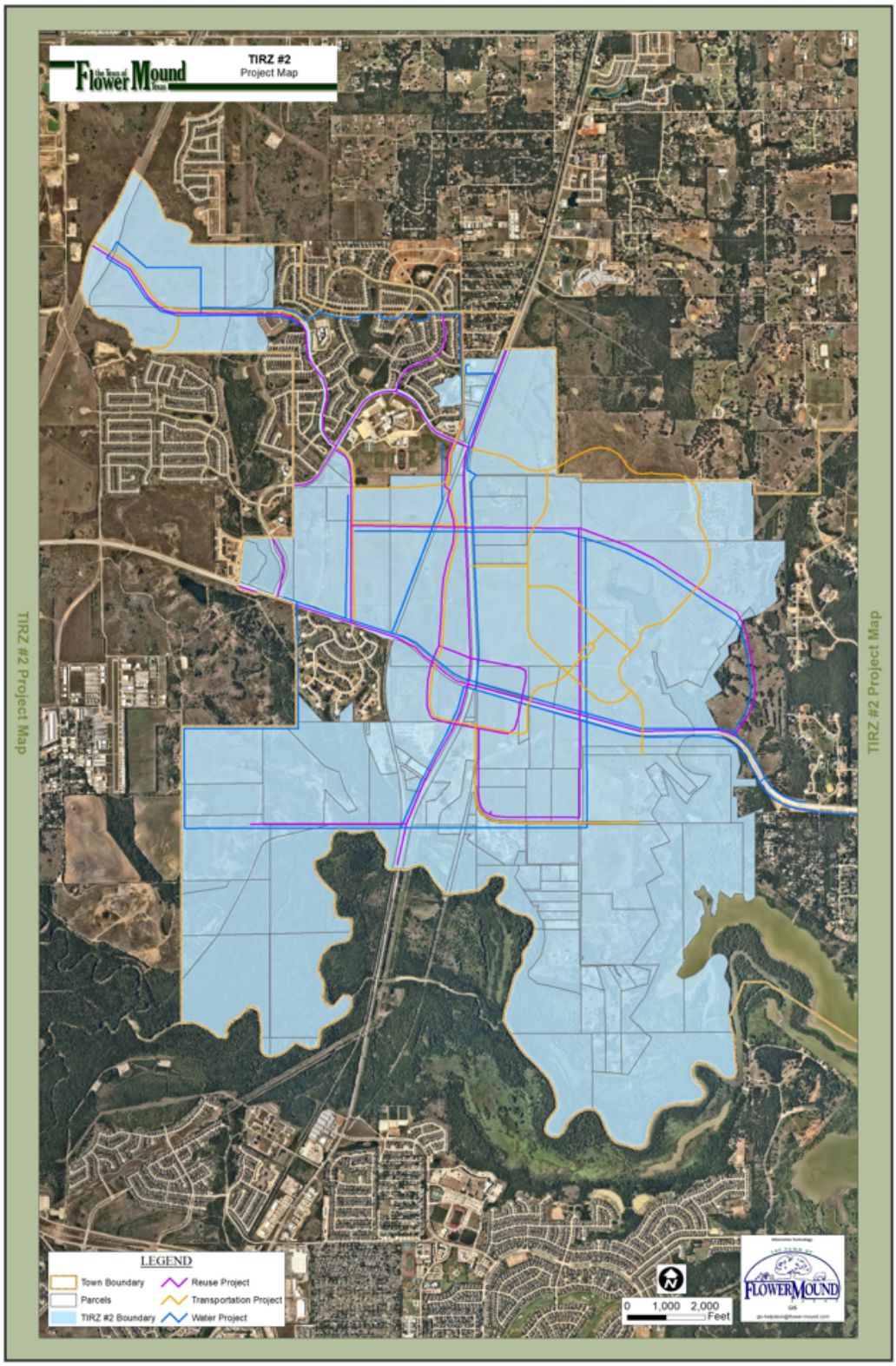


EXHIBIT H – PARCEL IDENTIFICATION

Property IDs					
757322	68296	64905	464314	165014	1024797
757321	68015	64902	331390	165013	1024796
757320	67692	64791	331389	165012	1024795
752733	67691	64776	303674	165011	1024793
752732	67690	64776	296969	165010	1024792
731177	67689	64622	268308	165009	1024791
731175	67688	64620	258635	162981	1024790
72913	67274	64618	247046	156651	1024789
72908	658831	64596	239350	154820	1024788
715469	657617	64590	219487	151184	1024787
70718	64956	64588	219483	149229	1024786
70663	64955	64588	219477	123004	1024785
70662	64955	64587	219475	122452	1024784
692510	64954	64587	208365	122037	1024783
68684	64953	64583	208108	111156	1024782
68682	64951	64581	208051	111155	1024781
68680	64949	64540	208047	1024803	1024780
68678	64948	64535	208045	1024802	1024779
68669	64945	64530	208044	1024801	1024778
68387	64943	64530	208044	1024800	1024777
68309	64939	537189	178736	1024799	1024776
68307	64937	468689	178735	1024798	

TOWN COUNCIL
AGENDA K.2.
REGULAR ITEM(S)

DATE: November 6, 2023
FROM: Poornima Kashyap, Planning Manager
ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP23-0002 – Chippenhook Addition Lot 1, Block A and Premier Addition) to allow additional wall signs on three buildings. The property is generally located south of Justin Road and east of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)**

BACKGROUND:

- Lot Size – Approximately 7.96 acres
- Zoning – Industrial-1 (I-1) uses
- SMARTGrowth – N/A
- CSP – The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) in order to allow additional wall signs on three buildings.
- Incentives – N/A
- 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 October 23, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

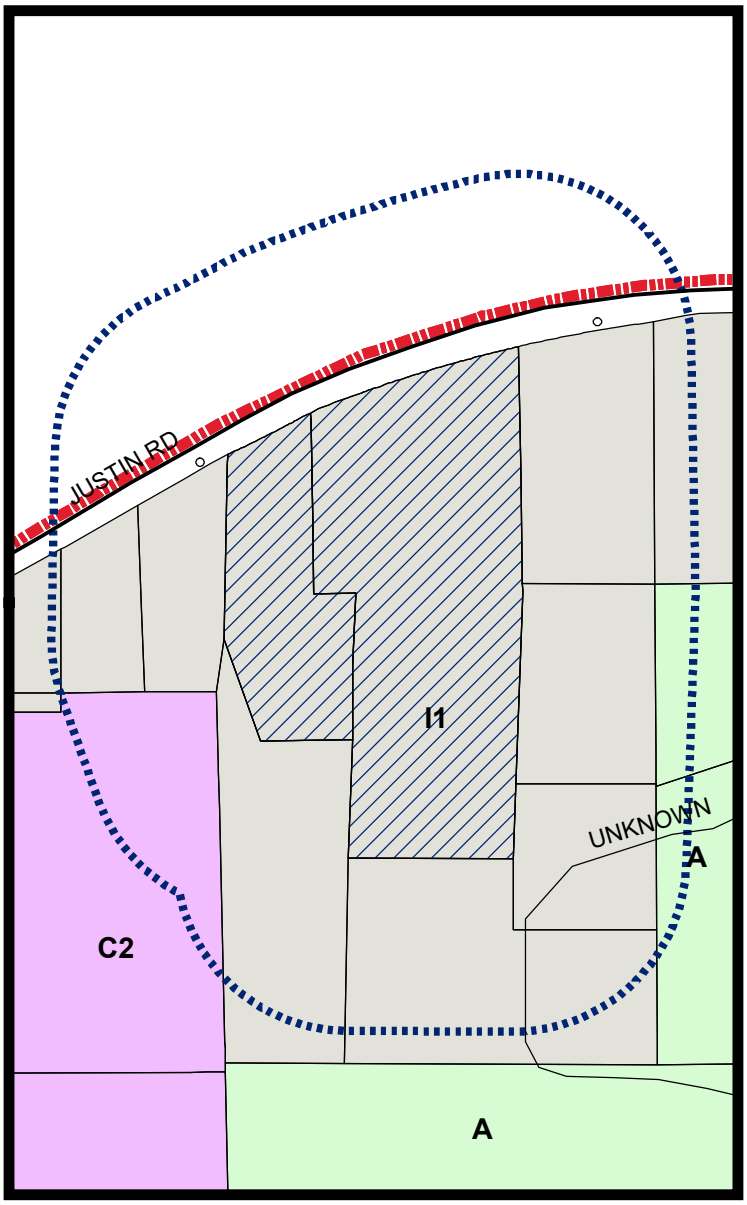
LEGAL REVIEW: N/A

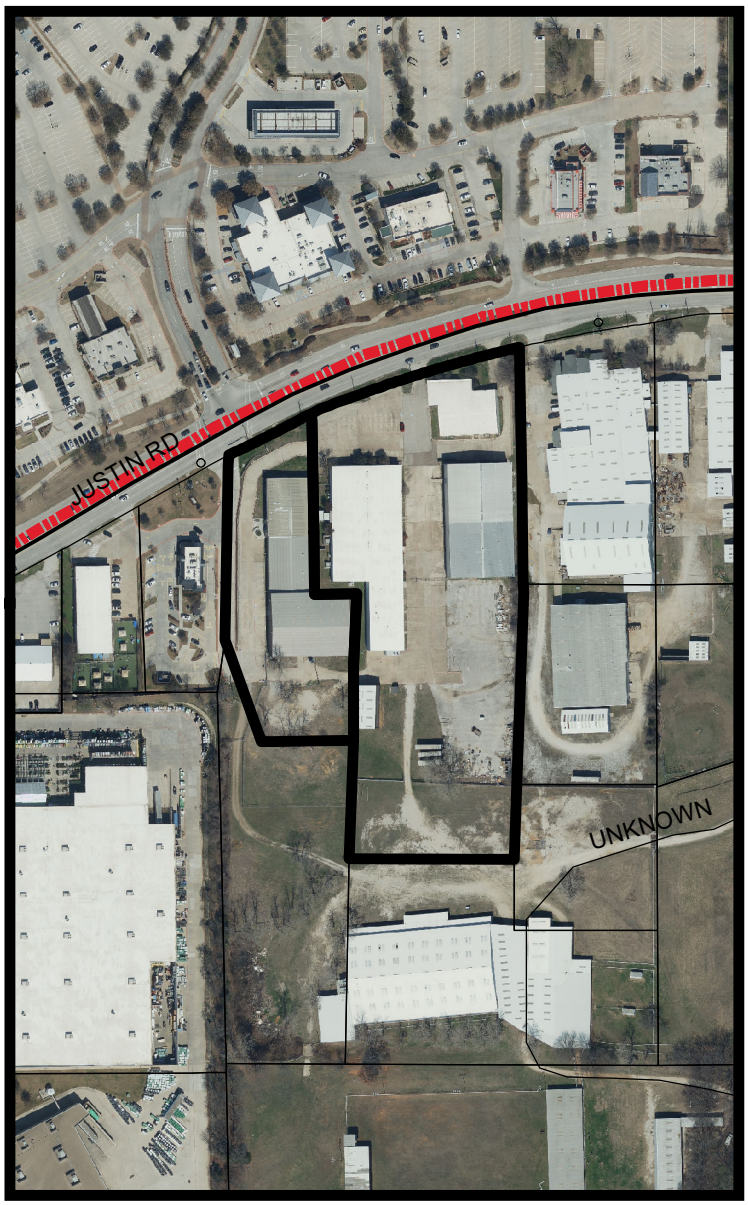
ATTACHMENTS:
1. Map - Zoning & Aerial

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

Vicinity Map

Reference Project: CSP23-0002

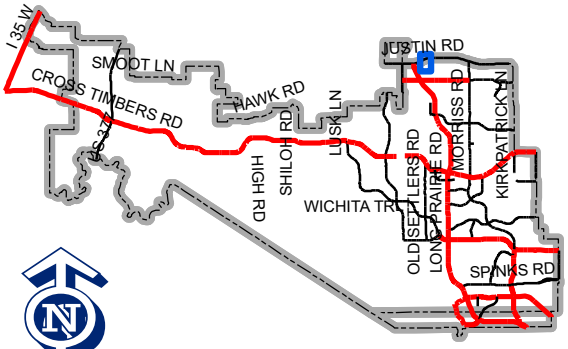




LEGEND

- Agriculture
- Commercial 2
- Industrial 1

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

0 250 500 1,000 Feet

Visit www.fmdevmap.com to learn more about this project.

Visit https://www.flower-mound.com/notifyme to sign up for text message and/or email alerts for future projects.

TOWN COUNCIL
AGENDA K.3.
REGULAR ITEM(S)

DATE: November 6, 2023
FROM: Claire Barnes, Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD23-0003 – Bryn Mar Estates Accessory Building Amendment) to amend Planned Development No. 62 (PD-62) with Single-Family District-15 uses to modify development standards to increase the allowed size of accessory buildings. The property is generally located south of Flower Mound Road and west of Red Oak Lane. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)**

BACKGROUND:

- Size – 74 single family residential lots, approximately 42.322 acres
- Zoning - Planned Development District-62 (PD-62) with SF-15 uses
- Request - PD Text Amendment to increase the size of accessory buildings from 750 square feet to 1,200 square feet. All other standards for an accessory building shall remain the same.
- SMARTGrowth – N/A
- Traffic Analysis – N/A
- Incentives - N/A
- 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 October 23, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

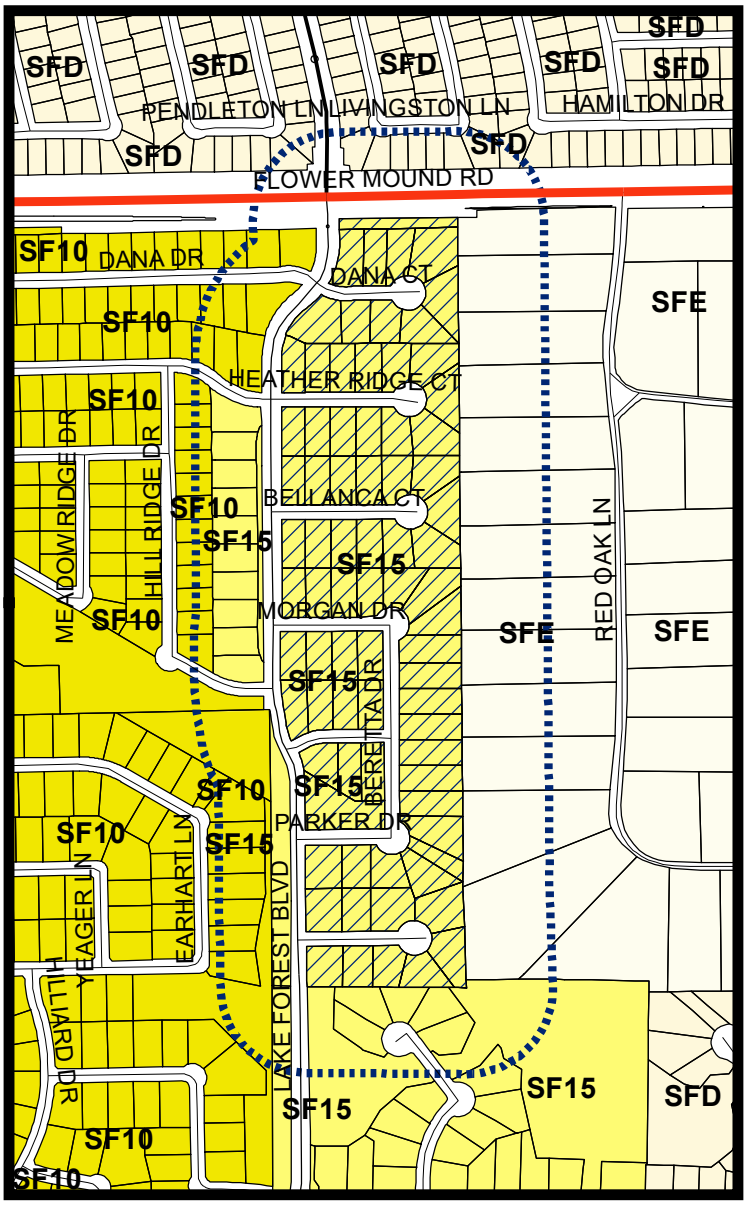
LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. Map - Zoning & Aerial
2. DRAFT Ordinance

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

Vicinity Map

Reference Project: ZPD23-0003

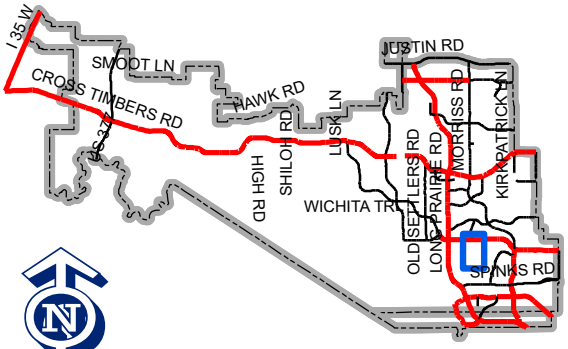


LEGEND

- Single Family 10
- Single Family 15
- Single Family Detached
- Single Family Estate

Subject Property

200 ft Notification Buffer around Property



Map Location

0 500 1,000 2,000 Feet

Visit www.fmdevmap.com to learn more about this project.

Visit https://www.flower-mound.com/notifyme to sign up for text message and/or email alerts for future projects.

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 57-96, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 62 (PD-62) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 40.322 ACRES OF LAND AND BEING ALL OF BRYN MAR ESTATES; BY AMENDING SUBPARAGRAPH A.2, "BUILDING STANDARDS," OF PARAGRAPH I, "DEVELOPMENT STANDARDS – SINGLE-FAMILY DISTRICT-15 (SF-15)," OF EXHIBIT "D," "DEVELOPMENT STANDARDS," TO INCREASE THE MAXIMUM ACCESSORY BUILDING TOTAL FLOOR AREA; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town, as amended, which Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 40.322 acres of land and being all of Bryn Mar Estates, have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 57-96 for Planned Development District No. 62 (PD-62) to increase the maximum allowable total floor area for accessory buildings; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on October 23, 2023, and the Town Council of the Town held a public hearing on November 6, 2023, with respect to the proposed Zoning Planned Development amendment as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property; and,

WHEREAS, the Town Council finds that amendment of Ordinance No. 57-96 for Planned Development District No. 62 (PD-62) as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

Approximately 40.322 acres of land being all of Bryn Mar Estates, Denton County, Texas.

Subparagraph A.2, "Building Standards," of Paragraph I "Development Standards – Single-Family District-15 (SF-15), of Exhibit "D," "Development Standards," for Planned Development No. 62 (PD-62), as amended, is hereby amended in part by adding the following subparagraph "A.2.c.":

"c. No more than two accessory buildings may be placed on a residential lot. The combined floor area of all accessory buildings shall not exceed 1,200 square feet, subject to Section 98-1032 of the Code of Ordinances, Town of Flower Mound, Texas."

SECTION 2

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 57-96 for Planned Development District No. 62 (PD-62), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except 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 4

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

SECTION 5

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 6

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 7

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 of Flower Mound.

SECTION 8

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

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

APPROVED:

_____

Derek France, **MAYOR**

ATTEST:

_____
Theresa Scott, **TOWN SECRETARY**

TOWN COUNCIL
AGENDA K.4.
REGULAR ITEM(S)

DATE: November 6, 2023
FROM: John Chapman, Principal Planner
ITEM: **Public hearing to consider an ordinance amending the Land Development Regulations (LDR23-0004 – Legislative Update) by amending Chapter 74 ”General,” Chapter 78 “Administration,” Chapter 82 “Development Standards,” and Chapter 90 “Subdivisions,” for the purpose of updating subdivision and site plan requirements and platting review authority to comply with recently adopted state legislation. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)**

BACKGROUND:

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town’s Land Development Regulations by updating language related to Site Planning and the establishment of subdivisions. The proposed amendment incorporates new subdivision requirements passed by the state legislature during their 2023 session, creates a Subdivision Site Plan process, and updates references from the Town’s Engineering Design Criteria Manual and adopted Fire Code.

Planning and Zoning Commission Staff Report Link

II. BACKGROUND

During the 2023 Texas legislative session, HB 3699 was adopted regarding municipal regulation and approval of subdivision plats. This legislation defines when a plat document is considered “filed” for the purpose of meeting statutory deadlines and streamlines and/or minimizes the materials that can be considered as part of a plat application.

In order to ensure that subdivisions and any new lots created within them still comply with the Town’s minimum development regulations, the Town is incorporating a Subdivision Site Plan application that must be approved by the Town before a Record Plat, Minor Record Plat, or Replat application is submitted.

In addition, based on an approved resolution from the Town Council, plat applications that do not require exceptions will now be approved administratively. This will ensure the Town is able to meet the deadlines mandated by the new legislation.

All necessary changes to the Town’s applications and review processes based on the referenced changes to state law have been included in the ordinance amendment, in addition to other minor updates based on input from the Development Review Committee and other state statutes.

Following the Planning and Zoning Commission meeting, approval procedures for Development Plans and Plats were compared to ensure all procedures were consistent. Additionally, final details

were added to section 90-443, Character and Minimum Dedication, related to trail design recommendations from the Town's Trails and Bikeways Master Plan.

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

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:
1. DRAFT Ordinance

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

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 74, "GENERAL PROVISIONS," CHAPTER 78, "ADMINISTRATION," CHAPTER 82, "DEVELOPMENT STANDARDS," AND CHAPTER 90, "SUBDIVISIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SITE PLAN AND SUBDIVISION REGULATIONS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; 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 (the "Town Council") previously adopted Chapter 74, "General Provisions," Chapter 78, "Administration," Chapter 82, "Development Standards," and Chapter 90, "Subdivisions," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas; and,

WHEREAS, the Town Council finds and determines that it is necessary to amend various site plan and subdivision regulations to comply with legislation passed during the 2023 legislative session, specifically HB 3699, SB 929, and SB 2440; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on October 23, 2023, and the Town Council held a public hearing on November 6, 2023, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Land Development Regulations amendment; and,

WHEREAS, the Town Council finds that the amendments to Chapter 74, "General Provisions," Chapter 78, "Administration," Chapter 82, "Development Standards," and Chapter 90, "Subdivisions," as outlined herein are 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

Chapter 74, "General Provisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding definitions of "Street, current" and "Street, future" to section 74-3, "Definitions," inserted alphabetically to read as follows:

"**Sec. 74-3. – Definitions.**

***

Street, current means a street that is necessary to serve a proposed development and that is not a Future Street.

***

Street, future means a street depicted on the Town's thoroughfare plan that is partially or fully located within a proposed development but that is not necessary to serve the proposed development."

SECTION 2

Article I, "In General," of Chapter 78, "Administration," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"**Sec. 78-1. – Application fees.**

(a) All fees due to the town in relation to project application, review, or processing are set forth in the fee schedule contained within appendix A of this Code. There may be additional fees charged by third-party reviewers, but paid to the town by the applicant, as documented in the relevant sections of the Code.

(b) Second round project review comments shall not be provided to the applicant until all outstanding applicable fees have been paid, unless otherwise provided herein.

(c) No project shall be approved administratively, or scheduled for consideration by the planning and zoning commission or town council, until the applicant has paid all required fees.

Sec. 78-2. – Inactive projects.

A development application, such as a plat, site plan, subdivision site plan, master plan amendment, or zoning map amendment, will be considered inactive, and therefore withdrawn, if there has been no activity by the applicant on the project for a period of 180 days.

(1) For the purposes of this section, activity is defined as response to comments, payments of fees, or submittal of supporting documentation or

studies.

(2) To activate a development project that has been withdrawn, a new application must be submitted to the Town of Flower Mound in accordance with current standards and procedures at the time of submission.

(3) Being withdrawn due to inactivity does not necessarily impact the vested rights of a property in accordance with chapter 78, article VI of the Code of Ordinances.

Sec. 78-3. – Development process.

Applications for development shall be submitted to the town for approval as shown in the order described below, but applications may, from time to time, follow an alternative process as approved by the town manager. The purpose of this section is to ensure development meets all applicable ordinances, codes, and permitting requirements; to promote the health, safety, morals, and general welfare of the town, and to ensure that development within the town will be safe, orderly, and healthful.

(1) *Development review committee*. A meeting with the development review committee is encouraged before submitting a development application, so staff may review the development process based on the proposal and existing conditions with the applicant(s).

(2) *Master plan amendment and zoning map amendment*. If required by this code, a master plan amendment application and zoning amendment shall be submitted in accordance with sections 78-181 and 78-201, respectively.

(3) *Development plan*. Following the approval or confirmation of appropriate zoning, an application for a development plan shall be required in instances described by section 90-31 and must have been approved by the town prior to submitting a record plat application.

(4) *Subdivision site plan*. A subdivision site plan shall be submitted to the town in accordance with section 82-31 and must be approved by the town prior to submittal of a record plat or replat application.

(5) *Record plat*. A record plat application shall be submitted to the town in accordance with section 90-93; if required, a development plan and subdivision site plan must be approved by the town prior to the submittal of a record plat.

(6) *Site plan*. A site plan shall be submitted and must be approved by the town prior to issuance of a building permit.

(7) *Building permit*. Applications for building permits shall comply with sections 82-36 and 90-2.

(8) *Other applications*. Other applications, including amended site plan, amended plat, and plat vacation applications, may be submitted to the town for consideration in accordance with the requirements herein.

Secs. 78-4—78-30. – Reserved."

SECTION 3

Section 78-53, "Officers and Procedures," of Division 2, "Planning and Zoning Commission," of Article II, "Boards, Committees, Commissions," of Chapter 78, "Administration," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by revising (a) to read as follows:

"**Sec. 78-53. – Officers and procedures.**

(a) At the first scheduled commission meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the commission's chairperson and vice-chairperson from among the membership of the commission. The alternate members of the commission are not eligible to serve as the commission chairperson or vice-chairperson or to participate in the selection of said chairperson or vice-chairperson."

SECTION 4

Section 78-153, "Review by Planning and Zoning Commission," and subsections (d) and (e) of Section 78-154, "Action by Town Council," of Division 1, "Generally," of Article IV, "Amendments," of Chapter 78, "Administration," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows, and by deleting subsection 78-153(e):

"**Sec. 78-153. – Review by planning and zoning commission.**

(a) *Generally*. Before taking action on any proposed comprehensive master plan, zoning map, or zoning text amendment, supplement, or change, the town council shall submit the same to the planning and zoning commission for its recommendation and report.

(b) *Hearing*. The planning and zoning commission shall hold a public hearing on any application for any such amendment or change prior to making its recommendation and report to the town council.

(c) *Notification requirements for comprehensive master plan or zoning map amendment*. When any such amendment or change relates to a change in the comprehensive master plan, the zoning classification of property or a change to the boundary of a zoning district, written notice of public hearing before the planning and zoning commission on the proposed amendment

or change shall be mailed to all owners of real property lying within 200 feet of the property on which the change is requested. Such notice shall be given not less than eleven days before the date set for hearing by depositing in the mail such notice, properly addressed and postage paid to each taxpayer as the ownership appears on the last approved town tax roll. Additionally, notice of the public hearing before the planning and zoning commission shall be given by publication in a newspaper of general circulation in the town not less than eleven days before the date of the hearing.

(d) *Notification requirements for text amendment*. When any such amendment relates to a change of a regulation or to the text of subpart B of this Code not affecting specific property, notice of the public hearing of the planning and zoning commission shall be given by publication in a newspaper of general circulation in the town and notify affected property owners and businesses owners as defined by state law. Such notice shall state the time and place of such hearing and the nature of the subject to be considered, which time shall not be earlier than eleven days from the date of publication.

Sec. 78-154. – Action by town council.

***

(d) *Changes in zoning classifications*. When any such amendment or change relates to a change in the zoning classification of property or a change to the boundary of a zoning district, the following provisions shall apply:

(1) Amendment over protest. The rules governing an amendment over protest are contained in V.T.C.A. Local Government Code chapter 211 and are hereby adopted and restated as follows.

a. Upon receipt of a written protest, a proposed amendment, supplement, or change shall become effective only upon the favorable vote of three-fourths of all the members of the town council when such protest meets one or more of the following enumerated conditions:

***

iii. In computing the percentage of land area under subsection (d)(1)a., land to the centerline of abutting streets and alleys shall be included.

***”

SECTION 5

Section 78-181, "Application for Comprehensive Master Plan Amendment," of Division 2, "Comprehensive Master Plan Amendment," of Article IV, "Amendments," of Chapter 78, "Administration," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"**Sec. 78-181. – Application for comprehensive master plan amendment.**

No zoning change shall be approved to any zoning district that is inconsistent with the land use designation for the property in the comprehensive master plan. Consistency with the comprehensive master plan land use designations shall be determined based on the district purpose statements, the nature of the district regulations and the description of the land use category in the comprehensive master plan.

Comprehensive master plan amendments shall not be required for zoning changes proposing single-family detached residential land uses that are less dense than those allowed pursuant to the existing land use category and single-family detached zoning district; however, notwithstanding the foregoing, a zoning change proposing a single-family detached use in an existing multifamily, duplex or single-family attached zoning district located in a high density land use category shall not be approved without a comprehensive master plan amendment. Any person having a proprietary interest in any property within the corporate limits of the town, requesting a change or amendment to the comprehensive master plan shall file an application applying for such change or amendment with the department of community development.

Each application shall be accompanied by the following:

(1) A letter of consent signed by all property owners.

(2) A letter of intent stating why the applicant is proposing to change the land use of the subject property, including the existing land use and zoning designation(s), total project acreage, and any special considerations (including waivers, variances, exceptions, unique characteristics of the subject property, and any other information the applicant believes would help inform the town).

(3) A master plan exhibit, at a scale of not less than one inch to 200 feet, indicating the following:

a. Existing land use categories;

b. Proposed land use categories in a format that identifies boundaries between different land use categories;

c. Applicable comprehensive master plan features, whether existing or proposed, from any or all of the following

elements: land use plan, area plans, urban design plan, parks and open space plan, trail network, and thoroughfare plan.

(4) A vicinity map indicating the general location of the subject property.

(5) Metes and bounds description of the subject property and descriptions of different land use categories, if applicable.

(6) A filing fee in the amount established in appendix A of this Code.

(7) Current tax certificate(s) indicating all taxes for the subject property have been paid to the current year.

(8) If the town determines that the proposed amendment may have an impact on the water, wastewater or thoroughfare plan components of the comprehensive master plan, due to changes in population density or other factors, the town may require an evaluation of such impacts as it deems necessary."

SECTION 6

Section 78-201, "Application," of Division 3, "Zoning Map Amendment," of Article IV, "Amendments," of Chapter 78, "Administration," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"**Sec. 78-201. – Application for zoning amendment.**

(a) Any person having a proprietary interest in any property within the corporate limits of the town, requesting a change or amendment to the zoning classification of such property, shall file an application for such change or amendment with planning services. Such application may be processed in conjunction with the development plan, subject to all of the requirements contained in article II, chapter 90 of this Code, development plan, contained in subpart B of this Code. Any zoning change that is inconsistent with the comprehensive master plan shall be preceded by or accompanied by an application for an amendment to the comprehensive master plan. The zoning application shall clearly state the requested change or amendment and be accompanied by the following:

(1) A letter of consent signed by all property owners.

(2) A letter of intent stating why the applicant is proposing to rezone the subject property, including the existing zoning designation(s), total project acreage, and any special considerations (including waivers, variances, exceptions, unique characteristics of the subject property, and any other information the applicant believes would help inform the town).

(3) A zoning exhibit, at a scale of not less than one inch to 200 feet, indicating the following:

a. Existing zoning district classifications;

b. Proposed zoning district classifications in a format that identifies boundaries between different zoning districts;

c. Comprehensive master plan features, whether existing or proposed, from any or all of the following elements: land use plan, urban design plan, parks and open space plan, trail network, area plans, and thoroughfare plan;

d. The location of high voltage electrical lines, transmission pipelines and associated easements.

(4) A vicinity map indicating the general location of the subject property.

(5) A metes and bounds description of the subject property typewritten on an 8½-inch by 11-inch sheet of paper.

(6) For planned developments, applications must also include documents and information required by section 98-814.

(7) Current tax certificate(s) indicating all taxes for the subject property have been paid to the current year.

(8) A filing fee shall be submitted with every application in accordance with the fee schedule found in appendix A of this Code."

SECTION 7

Section 78-302, "Plan Amendment Required," of Article VII, "Amendments to Approved Plans," of Chapter 78, "Administration," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"**Sec. 78-302. – Plan amendment required.**

(a) Plan amendments are required for substantive changes to approved plans. In this section, substantive changes are defined as those that require review and approval by more than one administrative department of the town, or those that impact how or whether a site complies with minimum zoning or development standards. Any previous plan amendments approved for a site will be reviewed in conjunction with the current request to determine whether the combination of changes has become a substantive plan

amendment or exceeded the limits of a plan amendment's authority. Plan amendments can occur for the following:

(1) Site plans, landscape plans, hardscape plans, amenity plans and elevations;

(2) Changes to approved storm water detention/retention facilities and perimeter subdivision walls and entry features.

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Secs. 78-305—78-314. Reserved."

SECTION 8

Chapter 78, "Administration," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding a new Article VIII, "Application Completeness," to read as follows:

"**ARTICLE VIII. – APPLICATION COMPLETENESS**

Sec. 78-315. – Requirements for completeness determination.

(a) Applications under Subpart B, chapters 78, general, and 82, development standards, submitted to the town for approval shall be subject to a determination of completeness by the town manager as described by section 78-316.

(b) No application shall be deemed complete and accepted for review unless it is accompanied by all documents and information required herein and by other applicable ordinances.

(c) The town manager may, from time to time, impose additional requirements for a complete application that are not contained within Subpart B but are consistent with the application contents and standards set forth in this code.

(d) A determination of completeness shall not constitute a determination of compliance with substantive requirements.

Sec. 78-316. – Process for completeness determination.

(a) Not later than the tenth business day after the date an application for development is submitted, the town manager shall make a determination as to whether the application constitutes a complete application and that the developer has submitted the following required documents and information as follows:

(1) Subdivision site plan and site plan application, as specified in sections 82-33 and 82-34, respectively;

(2) Zoning amendment application, as specified in section 78-201;

(3) Master plan amendment application, as specified in section 78-181; and

(4) For any other application type, as specified herein.

(b) Fees shall be received by the town in accordance with 78-1.

(c) The town manager shall provide written notice to the applicant that the application is incomplete not later than the tenth business day after the application is submitted. The determination shall specify the documents or other information needed to complete the application and shall state that the application will expire if the documents or other information is not submitted within 45 days after the date the application was submitted.

Sec. 78-317. – Expiration of incomplete application.

(a) An application shall be deemed expired on the 45th day after the application is submitted to the town for processing if the applicant fails to provide documents or other information necessary to meet the requirements of section 78-316 or such other applicable ordinances as specified in the determination provided to the applicant. Thereafter, a new application must be submitted.

(b) No vested rights accrue solely from the submittal of an application that has expired pursuant to this section.

Sec. 78-318. – Application review.

(a) An applicant for development shall submit a written application for approval to the development services department on forms prepared by the town, together with all required documents, such as studies, drawing, exhibits, or other ordinance requirements, in sufficient size and number as required by the town's current submittal policies, and any reasonable information requested by the development services department to assist the town in its review of the application.

(b) An application shall not be processed for review until after a determination of completeness has been issued. An application lacking required documentation or information shall be returned to the applicant by the development services department as provided in section 78-316.

(c) After the town manager has determined that the application is complete, they shall compile a report of written comments regarding the compliance of the application with town ordinances and provide a copy of the report to the applicant.

Secs. 78-319—78-330. Reserved."

SECTION 9

Article II, "Site Plans," of Chapter 82, "Development Standards," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Sections 82-31, "Required," 82-33, "Application Requirements," 82-34, "Site Grading Plan," and 82-35, "Action of Application," to read as follows:

"Sec. 82-31. – Required.

(a) *Nonresidential development*. Nonresidential development includes, but is not limited to, schools (elementary or secondary), religious institutions, community centers, and multifamily dwellings.

(1) *Subdivision site plan*. A subdivision site plan shall be required for projects including more than one lot, or when a tree removal permit is required, and must have been approved by the town prior to the submittal of a record plat or replat.

(2) *Site Plan*. A site plan must have been approved prior to the issuance of a building permit.

(b) *Residential development*. Residential development includes, but is not limited to, single-family detached, duplex, and single-family attached dwellings.

(1) *Subdivision site plan*. A subdivision site plan must have been approved by the town prior to the submittal of a record plat or replat.

a. Notwithstanding the foregoing, a subdivision site plan shall not be required for developments complying with section 90-91(b).

(2) *Site plan*. A site plan shall not be required for residential development.

(c) Approval of a site plan or subdivision site plan by town council, after a recommendation by the planning and zoning commission, shall only be required when the request includes an exception, modification, or waiver.

(d) A site plan shall be required to accompany any application for oil, natural gas, or combined permit, pursuant to section 34-421, "Oil and gas well permit application and filing fees." The town manager shall review a submitted site plan and will determine if the site plan is administratively complete and in compliance with all applicable requirements detailed in section 82-34, "Site plan application requirements," and section 34-421, "Oil and gas well permit application and filing fees.

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Sec. 82-33. – Subdivision site plan application requirements.

Each subdivision site plan package must include, but shall not be limited to, the following, as outlined in the subdivision site plan application packet prepared by the town, and must also include any additional materials required by the town manager:

(1) *Letter of consent*. A letter of consent must be signed by all property owners.

(2) *Tax certificates*. Submit current tax certificate(s) indicating there are not outstanding taxes due, excluding the current tax year.

(3) *Letter of intent*. Shall describe and/or include the information specified on the subdivision site plan application form prepared by the town.

(4) *Supporting documents and materials*. The following must be submitted with any new subdivision site plan application, or for significant changes to an existing subdivision site plan:

a. *Construction plans*. Construction plans for required improvements 22 inches by 34 inches in size, along with all data and calculations related to utilities, drainage or other construction in the subdivision, shall be submitted with the site plan.

b. *Permits from federal, state or local agencies*. Any applicable environmental permits required by any federal, state or local regulatory agency.

c. *Mandatory homeowners' association documents*. Any mandatory homeowners' association documents, in accordance with the town's standard format and the requirements of article IV of chapter 90, mandatory homeowner's associations, shall be submitted with the subdivision site plan for review by the town attorney's office.

d. *Business owners' association documents*. Any business owners' association documents must be submitted with the site plan for review by the town attorney's office.

e. *FEMA/town stream hydraulic submittals*. Hydraulic study and hydraulic analysis shall be provided if the development abuts a Federal Emergency Management Agency (FEMA) designated floodplain. Town staff will forward this information to FEMA for their approval. Any reclamation must be approved by FEMA prior to consideration by the planning and zoning commission.

f. *Tree survey*. A tree survey prepared in accordance with the requirements of section 94-23 is required.

g. *Subdivision landscape plan*. A detailed subdivision landscaping plan meeting the provisions of article V of this chapter, landscaping and screening, and other applicable ordinances.

h. *Survey.* A survey, certified by a registered professional land surveyor, showing property boundary lines and dimensions and easements, roadways, rail lines and public rights-of-way crossing and adjacent to the subject property.

i. In the case of any proposed development located within an area plan, any information necessary to demonstrate compliance with applicable land use and planning guidelines set forth in the comprehensive master plan.

j. *Signage.* For residential development, identify the location and size of subdivision entrance signs.

Sec. 82-34. – Site plan application requirements.

Each site plan package must include, but shall not be limited to, the following, as outlined in the site plan application packet prepared by the town, as well as any additional material required by the town manager:

(1) *Letter of consent*. A letter of consent must be signed by all property owners.

(2) *Tax certificates*. Submit current tax certificate(s) indicating there are not outstanding taxes due, excluding the current tax year.

(3) *Letter of intent*. Shall describe and/or include the information specified on the site plan application form prepared by the town.

(4) *Site plan*. The site plan sheet must contain, but shall not be limited to, the following:

a. The owner's name and address and, if different than the applicant, the owner's signed consent to the filing of the application.

b. Street address (or common description) of the property.

c. The zoning classification and present use of the subject property.

d. The particular provision of this subpart B requiring site plan approval.

e. The proposed use or uses and a general description for the proposed development.

f. If the property is subject to a development plan or planned development, a statement showing that the proposed use is in substantial conformity thereto.

g. For nonresidential development: Show the location, size, use and arrangements of all proposed buildings and computations showing height in stories and feet, total floor area, total square feet of ground area coverage of proposed and existing buildings which will remain, if any.

h. Location, dimensions and number of all vehicular and pedestrian circulation elements, including streets and roadways, driveways, entrances, curbs, curb cuts, parking stalls, loading spaces and access aisles; sidewalks, walkways and pathways; refuse areas (for nonresidential developments).

i. The location and size of existing and proposed water and sewer public utilities on and adjacent to the site and fire hydrant locations.

j. All existing and proposed surface and subsurface drainage facilities, including culverts, drains and detention ponds, showing the size and direction of flow.

k. Location, designation and total area of all open usable space.

l. The location of any 100-year floodplain on the property.

(5) Architectural renderings and elevations of proposed structures.

(6) Location, designation and total area of all open usable space.

(7) A detailed landscaping plan meeting the provisions of article V of this chapter, landscaping and screening, and other applicable ordinances.

(8) The irrevocable consent agreement form for parking agreements, as required by section 82-75.

(9) Construction plans for required improvements 22 inches by 34 inches in size, along with all data and calculations related to utilities, drainage or other construction in the subdivision.

(10) A tree survey prepared in accordance with the requirements of section 94-23.

Sec. 82-35. – Action on application.

(a) When a subdivision site plan or site plan application has been reviewed and determined to be in conformance with all applicable provisions of this subpart B by the town manager, it shall be placed on the agenda for the next available regular planning and zoning commission meeting. Following a recommendation from the planning and zoning commission, the application may be placed on the agenda for the next available regular town council meeting.

(b) The town planning and zoning commission and/or town council consideration shall include conformance with area planning guidelines set forth in the comprehensive master plan, if applicable, including paving and layout of streets, alleys and sidewalks; means of ingress and egress, provisions for drainage, parking spaces, protective screening and open spaces; areas designated for landscaping; and other aspects deemed by the town planning and zoning commission necessary to consider in the interest of promoting the public health, safety, order, convenience, prosperity and general welfare.

(c) In the approval or disapproval of the subdivision site plan or site plan, the town planning and zoning commission and/or town council shall not be authorized to waive or vary conditions and requirements contained in this subpart B or other ordinances of the town, unless authority for such waiver or variation is specifically authorized by this subpart B.

(d) Any motion for disapproval of the subdivision site plan or site plan shall state the reasons for the disapproval.

(e) Any subdivision site plan or site plan application denied by the planning and zoning commission may be appealed to the town council.

* * *

Secs. 82-38—82-70. Reserved."

SECTION 10

Article V, "Landscaping and Screening," of Chapter 82, "Development Standards," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by establishing a new Division 6, "Residential Entrances," to read as follows:

"**DIVISION 6. – RESIDENTIAL ENTRANCES.**

Sec. 82-340. – Residential subdivision entry and signage.

(a) *Signage*. Residential subdivision entries and signage shall be shown on a subdivision site plan.

(1) *Maximum height*. Shall not exceed 6 feet.

(2) *Maximum sign face*. Shall not exceed 60 square feet.

(3) Clear v*isibility*. Height of subdivision signage and monuments must comply with section 82-161.

(b) *Conservation development*. Signage shall comply with section 98-277."

SECTION 11

Article I, "In General," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Sections 90-2, "Creation of Building Site"; 90-3, "Annexation and Subdivision"; 90-4, "Requirements for Completeness Determination"; 90-5, "Process for Completeness Determination"; 90-6, "Expiration of Incomplete Application"; and 90-7, "Application Review," to read as follows; and by deleting Section 90-8, "Official Filing Date," in its entirety:

"Sec. 90-2. – Creation of building site.

No permit for the construction of a building upon any tract or plot shall be issued until a building site, building tract, or building lot has been created by compliance with one of the following conditions:

(1) The lot or tract is part of a plat of record, properly approved by the town and all documentation has been submitted to the town to verify

the plat and any associated covenants, conditions, and restrictions have been filed with the appropriate county.

(2) The plot, tract or lot is an unplatted lot of record with frontage upon a dedicated public or private street or right-of-way.

(3) The plot, tract or lot is a portion of an unplatted lot of record, conveyed without the approval of a record plat after January 9, 1975, zoned A agricultural district, with frontage upon a dedicated public or private street or right-of-way (having a minimum area of one acre) and not served by a public or private sanitary sewer system or an on-site sewerage facility, for the construction of barns or other related accessory buildings for housing and maintenance of livestock or agricultural purposes, provided that such barns or accessory buildings shall comply with the minimum 50-foot setback from any property line.

Sec. 90-3. – Annexation and subdivision.

(a) The town shall not approve any subdivision within any area where a petition or ordinance for annexation or a recommendation for annexation to the town is pending before the town council, unless and until such annexation shall have been approved by ordinance by the town council.

(b) If the planning and zoning commission holds a hearing on a proposed annexation, it may, at its discretion, at the same time hold a hearing upon the permanent zoning (other than IH interim holding) that is to be given to the area or tract to be annexed, and make a recommendation on both matters to the town council so that the town council can, if it desires, act on the matter of zoning and annexation at the same time.

Sec. 90-4. – Requirements for completeness determination and official filing date.

(a) *Complete application*. For a development plan, record plat, minor record plat, and replat, a complete application shall include:

(1) A written application for approval of a plat for development to the development services department on forms prepared by the town; and

(2) A subdivision plat.

(b) *Official filing date*. A development plan, record plat, minor record plat, and replat shall be deemed filed with the town on the initial submittal date, or subsequent resubmittal date, whichever is later, once the forementioned documents and required fees from appendix A of this code are received by

the town. Thereafter, the development plan or plat shall be scheduled for consideration as described herein.

(c) *Application for amended plat or plat vacation.* For an amended plat or plat vacation, an applicant shall submit a written application for approval of such plat application to the development services department on forms prepared by the town, together with all required documents in sufficient size and number as required by the town's current submittal policies, and any reasonable information requested by the development services department to assist the town in its review of the application.

Sec. 90-5. – Process for completeness determination.

(a) *Determination of completeness*. Not later than the tenth business day after the date an application for approval of a plat is submitted, the town manager shall make a determination whether the application constitutes a complete application as described by section 90-4.

(b) *Notice of incompleteness*. The town manager shall provide written notice to the applicant that the application is incomplete not later than the tenth business day after the application is submitted. The determination shall specify the documents or other information needed to complete the application and shall state that the application will expire in accordance with 90-6.

(1) The incompleteness of an application shall be grounds for denial of the application regardless of whether a determination of incompleteness was mailed to the applicant.

Sec. 90-6. – Expiration of incomplete application.

(a) An application for approval of a plat for development shall be deemed to expire on the 45th day after the application is submitted to the town for processing if the applicant fails to provide documents necessary to meet the requirements for completeness determination as specified by section 90-4. Thereafter, a new application must be submitted.

(b) No vested rights accrue solely from the filing of an application that has expired pursuant to this section.

Sec. 90-7. – Application review.

(a) An application shall not be processed for review until after a determination of completeness has been issued.

(b) After the town manager has determined that the application is complete,

they shall compile a report of written comments regarding the compliance of the application with town ordinances and provide a copy of the report to the applicant.

Secs. 90-8—90-30. Reserved."

SECTION 12

Sections 90-31, "Purpose and Applicability of Article Provisions," and 90-32, "Submittal Requirements," of Division 1, "Generally," of Article II, "Development Plan," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 90-31. – Purpose and applicability of article provisions.

(a) *Development plan*. Development plan approval shall be required prior to the submittal of a record plat or replat when a proposed project includes more than one phase of development.

(b) *Purpose*. The development plan is intended to show development phasing and all the planning factors necessary to enable the proper town approving authorities to determine whether the proposed plan for land development serves public health, safety, and welfare and is in accordance with the general guidance provided by the comprehensive master plan.

Sec. 90-32. – Submittal requirements.

The subdivider or owner shall submit all necessary documents, as outlined in the development plan application packet. Each drawing shall measure 24 inches by 36 inches and shall be drawn to a scale of no less than 100 feet to one inch, unless otherwise approved by the town manager. When necessary, the development plan may be on several sheets accompanied by an index sheet showing the entire subdivision. Such development plan shall be accompanied by a completed application and shall contain the following information:

(a) *Required information*. Development plans must include the following information:

(1) *Boundary lines and bearings.* Boundary lines, bearings and distances sufficient to locate the exact area proposed for subdivision. At least one subdivision corner shall be referenced to a survey (abstract) corner. The area, in acres, of the subdivision shall also be shown.

(2) *Adjacent subdivisions.* The name and location of a portion of all adjoining subdivisions shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivision in

sufficient detail to show the existing streets and alleys and other features that may influence the layout and development of the proposed subdivisions. Where adjacent land is not subdivided, the owner's name of the adjacent tract shall be shown with the most recently recorded volume and page number from the appropriate county deed records.

(3) *Intersecting streets.* The angle of intersection of the centerlines of all intersecting streets.

(4) *Streets, alleys and easements.* The development plan shall indicate the location, dimension and name of all proposed streets, cul-de-sacs, alleys, easements and ways, and all known rights-of-way and/or easements within or affecting the area to be subdivided. Any easements shall clearly indicate to whom they are dedicated for public or private ownership, operation or maintenance purposes. Existing and proposed median breaks and distances between median breaks, both off-site and on-site, including left turn storage space and transition length shall also be required.

(5) *Proposed phase lines.* If the proposed subdivision is to be developed in sections or phases, any proposed phase lines shall be indicated. Each phase indicated shall individually comply with section 90-304, street layout, and section 90-305, street connections.

(6) *Proposed blocks, lots and zoning setback lines.* The subdivision shall show all proposed blocks, lots, front yard zoning setback lines, and rear or side yard zoning setback lines adjacent to rights-of-way, with principal dimensions.

(7) *Preliminary lot and block analysis.* A preliminary lot and block analysis shall be provided indicating, at a minimum, that the square footage or acreage of each proposed lot meets the minimum applicable zoning standards. The plan shall also indicate the maximum number of lots in the proposed development.

(8) *Contours.* Topographic contours at five-foot intervals and major physical features within the proposed development.

(9) *Subdivision title, ownership and preparation.* The title under which the proposed subdivision is to be recorded, and the name, address and telephone number of the owner, all lenders or lienholders, and the engineer, surveyor or land planner who prepared the plat.

(10) *Dedicated parks, playgrounds and other public uses.* Sites, if any, to be reserved or dedicated for parks, playgrounds, trails, pedestrian

access easements, or other public uses shall be indicated by a legal description (i.e., a lot and block designation) and shall clearly indicate to whom they are dedicated for ownership, operating, and maintenance purposes. See also section 90-444.

(11) *North arrow and date.* A north arrow shall be provided for plan orientation. The plan shall also indicate the date of preparation.

(12) *Proposed land uses.* A designation of the proposed uses of land within the subdivision.

(13) *Vicinity map.* A vicinity map on a smaller scale showing the proposed subdivision and its relationship to the surrounding area.

(14) *Subdivision master plan.* If the proposed subdivision is a portion of a tract that is later to be subdivided in its entirety, then a tentative subdivision master plan of the entire subdivision may be required with the development plan of the initial phase to be subdivided. The subdivision master plan shall conform in all respects to the requirements of the development plan, except it may be on a scale of not more than one inch equal to 400 feet.

(15) *Comprehensive master plan features.* All applicable features of the comprehensive master plan relative to the proposed subdivision, including land use plan, urban design plan, park and open space plan, water master plan, wastewater master plan, and drainage/stormwater master plan, if applicable.

Secs. 90-33—90-49. Reserved."

SECTION 13

Division 2, "Review Procedures," of Article II, "Development Plan," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 90-50. – Application review.

(a) A development plan shall not be processed for review by the development review committee until after a determination of completeness has been issued by the town manager following the submittal of the documents described by 90-4(a).

(b) After the town manager has issued a determination of completion, they shall compile a report of written comments regarding the compliance of the application with town ordinances and provide a copy of the report to the applicant.

Sec. 90-51. – Scheduling and consideration.

The appropriate fees and required documentation, as described in section 90-4, shall be submitted to the town manager for a development plan to be considered by the town within the time period prescribed by law.

Sec. 90-52. – Notation on development plans.

The following notice shall be included on the face of all development plan sheets: "Development plan - for inspection purposes only; not an official document approved for County record purposes or building permits."

Sec. 90-53. – Distribution to county.

Whenever a development plan involving land in the town's extraterritorial jurisdiction outside its corporate limits is submitted for approval, two additional copies shall be provided and forwarded for comment and review to the county commissioners court. One of the copies shall be specifically directed to the attention of the commissioner in whose district the subdivision is located. The submittal to the commissioners court shall specify the date at which the planning and zoning commission will act on the development plan and request a reply setting forth the improvement standards and other requirements essential to the acceptance of streets, roads and other public dedications proposed by the development plan.

Sec. 90-54. – Approval procedures.

(a) *Administrative review*.

(1) *Applicability*. Consideration of a development plan shall be performed by the town manager, unless an exception is requested.

(2) *Items for consideration.* The town manager shall, in their action on the development plan, consider the physical arrangement of the subdivision, including the alignment and configuration of street and thoroughfare rights-of-way and determine compliance with the land use plan, thoroughfare plan, and any other applicable components of the comprehensive master plan. The town manager shall also review and recommend that appropriate easements be proposed or future utility service and surface drainage are provided, and that the lot size and area comply with the minimum requirements of this Code according to the property’s zoning classification and type of sanitary sewage disposal proposed.

(3) *Action*. Following review of the development plan, including changes deemed advisable and the kind and extent of improvements to be

made by the subdivider, the town manager shall act thereon as submitted, and, if approved, the town manager shall express their approval as approved or conditionally approved and state the conditions of such approval, or if disapproved, shall express their disapproval and the reasons therefor.

a. The town manager shall act on the development plan within 30 days after the date that it is filed or such longer period as permitted by law. The date that the development plan is filed shall be determined in accordance with section 90-4 hereof.

(4) *Conditional approval or disapproval.* Development plans that are conditionally approved or disapproved by the town manager shall be returned to the subdivider with a written statement that clearly articulates each specific condition for the conditional approval or reason for the disapproval. Each condition or reason specified shall not be arbitrary, must be directly related to the requirements under subchapter A, regulation of subdivisions of V.T.C.A., Local Government Code ch. 212, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.

(5) *Applicant response to conditional approval or disapproval.* After the conditional approval or disapproval of a development plan, the subdivider may submit a written response that satisfies each condition for the conditional approval or remedies each reason for the disapproval. The town manager shall review any submitted revisions that were required under subsection (4) and determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved development plan, pursuant to the guidelines set forth in subsection (4). If the revised development plan is still not in compliance with town standards or requirements, a disapproval of the submittal must be issued no later than the 15th day after the date the response was submitted.

(6) *Right to appeal*. Applicants shall have the right to appeal administrative decisions to the town's planning and zoning commission.

(b) *Planning and zoning commission.*

(1) *Applicability*. Review of a development plan shall be required by the town's planning and zoning commission when an exception is requested.

(2) *Items for consideration*. The planning and zoning commission shall,

in its action on the development plan, consider the physical arrangement of the subdivision, including the alignment and configuration of street and thoroughfare rights-of-way and determine compliance with the land use plan, thoroughfare plan, and any other applicable components of the comprehensive master plan, taking into consideration the recommendations of town staff. The planning and zoning commission shall also review and recommend that appropriate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area comply with the minimum requirements of this Code according to the property's zoning classification and type of sanitary sewage disposal proposed.

(3) *Action*. Following review of the development plan and other materials submitted for conformity to the regulations of this article, including changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the planning and zoning commission shall act thereon as submitted or modified and express its recommendation as approved, conditionally approved, or disapproved. Conditional approval or disapproval shall include the conditions of such approval or reasons for disapproval, if any. The planning and zoning commission shall act on the development plan within 30 days after the date that it is filed or such longer period as permitted by law. For purposes of this article, the date that the development plan is filed shall be determined in accordance with section 90-4 hereof.

(4) *Notation of action*. A notation of the action taken and requisite reasons therefore shall be entered in the records of the planning and zoning commission.

(c) *Town council*.

(1) *Applicability*. Any development plan requesting an exception shall be reviewed by the Town Council, following a recommendation from the town's planning and zoning commission.

(2) *Submittal.* The town manager shall, within 30 days following recommendation by the planning and zoning commission, submit the development plan, with any conditions established by the planning and zoning commission, to the town council for their consideration.

(3) *Action.* The town council shall approve or disapprove the development plan, with or without special provisions, within 30 days following recommendation by the planning and zoning commission, or such longer period as permitted by law.

(4) *Conditional approval or disapproval.* Development plans that are conditionally approved or disapproved by the town council shall be returned to the subdivider with a written statement that clearly articulates each specific condition for the conditional approval or reason for the disapproval. Each condition or reason specified may not be arbitrary, must be directly related to the requirements under subchapter A, regulation of subdivisions of V.T.C.A., Local Government Code ch. 212, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.

(5) *Applicant response to conditional approval or disapproval.* After the conditional approval or disapproval of a development plan, the subdivider may submit a written response that satisfies each condition for the conditional approval or remedies each reason for the disapproval. The town manager shall review any submitted revisions that were required under subsection (4) and, if an exception is still required, schedule the development plan for review by the town council, which shall determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved development plan, pursuant to the guidelines set forth in subsection (4). If the revised development plan is still not in compliance with town standards or requirements, a disapproval of the submittal must be issued no later than the 15th day after the date the response was submitted.

Sec. 90-55. – Effect of development plan approval.

Not to constitute approval of plat. Approval of a development plan shall not constitute approval of the record plat. Rather, it shall be deemed an expression of approval to the layout submitted on the development plan as a guide to the preparation of the record plat.

Sec. 90-56. – Preliminary grading release; bonding.

Upon approval of construction plans, but prior to approval of the record plat, right-of-way and lot grading may commence; provided, however, that such grading does not authorize any utility-related construction. Any such right-of-way and/or lot grading conducted prior to the approval of the record plat shall be entirely at the sole option and risk of the owner/developer. Such optional right-of-way or lot grading shall be subject to the following:

(1) Submission of Texas Commission on Environmental Quality (TCEQ) stormwater pollution prevention plan (SWPPP);

(2) Submission of a copy of the application to the TCEQ of a notice of intent (NOI) to begin lot grading;

(3) Submission of grading plans to be approved by the town; and

(4) Submission of a restoration bond to the town in the amount of $20,000.00 per acre that is valid for a period of two years. The purpose of such bond is to provide the town with a mechanism to restore proper grading and vegetation to the job site if the developer/owner fails to complete the subdivision improvements after initial clearing has occurred. The town reserves the right to call the bond at any point during the two-year period that it appears the job site has been abandoned, the contractor fails to respond to written notice, and the time limits for maintaining or proceeding with such construction activity are in violation of TCEQ requirements. The bond shall be returned subsequent to the filing of a record plat for the subdivision.

Secs. 90-57—90-90. Reserved."

SECTION 14

Division 1, "Generally," of Article III, "Plats," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 90-91. – Applicability of article provisions.

(a) A subdivision site plan must have been approved by the town before an applicant submits a record plat application to the town for approval. The record plat application must conform to the approved subdivision site plan and section 90-93.

(b) An application for a record plat containing four or fewer residential lots and requiring no commonly-held properties or x-lots, extension of public improvements, tree removal permits, or exceptions may be submitted without an approved subdivision site plan.

Sec. 90-92. – Conveyance of land.

Notwithstanding any other provisions of divisions 1 and 2 of this article, record plats for the express purpose of conveying land to the town for municipal purposes and requiring no public improvements are not subject to approval of a subdivision site plan. The town may waive certain record plat submittal requirements as may be appropriate for such record plat.

Sec. 90-93. – Record plat submittal requirements.

(a) The owner(s) of land on which approval has been obtained for a subdivision site plan may prepare, unless otherwise provided by section 90-91, and submit a record plat to the town. Any application for a plat shall include all property under common ownership, unless phasing is shown on an approved development plan. The owner shall submit the required documentation and fees, as outlined in the town's record plat application packet. Each drawing shall measure 24 inches by 36 inches and shall be drawn to a scale of 100 feet to one inch, unless otherwise approved by the town manager. When necessary, the record plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the record plat may be submitted for approval progressively in phases satisfactory to the town as shown on the approved development plan.

(b) The completed application for a record plat shall include the following:

(1) *Control points; acres.* The primary control points, or descriptions and ties to such control points, to which all dimensions, angles, bearings, and similar data on the plat shall be referred shall be placed on the record plat. The area of the subdivision, in acres, shall be shown.

(2) *Boundary lines and bearings.* Tract boundary lines sufficient to locate the exact area proposed for subdivision, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites; with accurate dimensions, bearings or deflection angles, and radii, arcs, and central angles of all curves shall be placed on the record plat.

(3) *Streets.* The name and right-of-way width of each street, or other right-of-way shall be placed on the record plat.

(4) *Easements.* Location and dimensions of all proposed and existing easements, indicating volume and page numbers, both onsite and offsite, shall be placed on the record plat. Any proposed offsite easements shall be filed by separate instrument with the record plat.

(5) *Lot and block numbers.* Numbers to identify each lot or site and each block, and the dimensions of lots and blocks, shall be placed on the record plat.

(6) *Purpose of sites.* The purpose for which sites, other than residential lots, are dedicated or reserved shall be indicated on the record plat.

(7) *Zoning setback lines.* Minimum zoning setback lines shall be placed on the record plat.

(8) *Monuments.* Location and description of monuments shall be placed on the record plat.

(9) *Adjacent land.* References to recorded subdivision plats or adjoining platted land by record name shall be placed on the record plat.

(10) *Legal description.* A legal description together with a signed and sealed surveyor's or engineer's certificate, conforming to the form provided in the town's Standard Language Format Guide, shall be placed on the record plat.

(11) *Approval certification.* Certification of approval by the approving body, conforming to the form provided in the town's Standard Language Format Guide, shall be placed on the record plat.

(12) *Title; scale.* A title, scale, and north point shall be placed on the record plat.

(13) *Street intersections.* The location of the point of intersection and points of tangency of street intersections, and the bearing and distance of each street right-of-way centerline, shall be placed on the record plat.

(14) *Plat identification.* A positive reference and identification of the plat and date of the plat shall be placed on the record plat.

(15) *Dedication in fee simple and certificate.* The property owner's certificate or deed of dedication shall be placed on the record plat. The dedication deed or certificate of dedication shall be in fee simple and executed by all persons owning an interest in the property subdivided and platted, including lenders and lienholders, and shall be acknowledged in the manner prescribed by the laws for the state for conveyances of real property. The spouse of all married persons executing such dedication deed or certificate of dedication shall join therein unless satisfactory proof be provided showing that the property to be subdivided does not constitute community property or any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's actual community property or homestead. In the case of surface lienholders, they may execute a subordination agreement subordinating their liens to all public streets, alleys, parks, school sites and any other public areas shown on the plat of such subdivision as being set aside for municipal uses and purposes. The dedication deed or certificate of dedication shall, in addition to the above requirements, contain the

following:

a. An accurate description of the tract of land being subdivided that is signed and sealed in accordance with state law.

b. A statement and express representation that the parties joining in such dedication are the sole owners of such tract of land.

c. An express dedication in fee simple without reservation to the town for municipal purposes of the streets, alleys, rights-of-way and any other public areas shown on the attached record plat.

d. A positive reference and identification of the record plat of such subdivision, date of record plat and engineer or surveyor.

e. Dedication language, substantially conforming to the form provided in the town's Standard Language Format Guide, shall be placed on the face of the record plat.

(c) *Supplementary documents*. The following documents are encouraged to be submitted as part of a record plat application to best assist projects through the development process. These documents, though not required as part of a record plat, will be required as part of a future application, which may require plat amendments if not submitted at time of record plat.

(1) *Permits from federal, state or local agencies.* Any applicable permits required by any federal, state or local regulatory agency, including the state department of transportation, shall be provided prior to the record plat being recorded with the county.

(2) *FEMA/town stream hydraulic submittals.* Hydraulic study and hydraulic analysis shall be provided if the development abuts a Federal Emergency Management Agency (FEMA) designated floodplain. Town staff will forward this information to FEMA for their approval. FEMA processing will take between three to nine months. Any reclamation must be approved by FEMA prior to consideration by the planning and zoning commission.

(3) *Separate conveyance for dedicated public lands.* Dedicated public lands shall be separately conveyed to the town by a special warranty deed prior to the issuance of the first building permit within the subdivision.

(d) *Digitized submittal.* A copy of the record plat drawing must be submitted in a digitized format compatible with the town's geographic information system (GIS).

Sec. 90-94. – Administrative approval of plats.

(a) Notwithstanding any other provisions of this article, record plats, minor record plats, and replats requiring no exceptions shall be approved, approved with conditions, or disapproved by the town manager in accordance with 90-123.

(1) If a plat is administratively disapproved, an applicant has the right to appeal such decision to the planning and zoning commission.

(b) Amended plats may be administratively approved in accordance with section 90-152."

SECTION 15

Division 2, "Review Procedures," of Article III, "Plats," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 90-121. – Scheduling.

After approval of the development plan or subdivision site plan by the town, the subdivider may submit a record plat application for review. Once the record plat is filed with the town, it will be scheduled for consideration within the time period prescribed by law. For purposes of this article, the date that the record plat is filed shall be determined in accordance with section 90-4.

Sec. 90-122. – Conformance with development plan or subdivision site plan.

The record plat shall generally conform to the development plan or subdivision site plan, as approved, and, if desired by the subdivider, may constitute only that portion or phase of the approved development plan that the applicant proposes to record and develop at the time; provided, however, that such portion or phase conforms to all requirements of the regulations of this article and to the phasing indicated on the development plan.

Sec. 90-123. – Review by the town.

(a) *Administrative review*.

(1) *Applicability*. Consideration of a plat shall be performed by the town manager, unless an exception is requested.

(2) *Items for consideration.* The town manager shall, in their action on the plat, consider the physical arrangement of the subdivision, including the alignment and configuration of street and thoroughfare rights-of-way and determine compliance with the land use plan, thoroughfare plan, and any other applicable components of the comprehensive master plan. The town manager shall also review and recommend that appropriate easements be proposed or future utility service and surface drainage are provided, and that the lot size and area comply with the minimum requirements of this Code according to the property's zoning classification and type of sanitary sewage disposal proposed.

(3) *Action*. Following review of the plat, including changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the town manager shall act thereon as submitted, and, if approved, the town manager shall express their approval as approved or conditionally approval and state the conditions of such approval, or if disapproved, shall express their disapproval and the reasons therefor.

a. The town manager shall act on the plat within 30 days after the date that it is filed or such longer period as permitted by law. The date that the plat is filed shall be determined in accordance with section 90-4 hereof.

(4) *Conditional approval or disapproval.* Plats that are conditionally approved or disapproved by the town manager shall be returned to the subdivider with a written statement that clearly articulates each specific condition for the conditional approval or reason for the disapproval. Each condition or reason specified may not be arbitrary, must be directly related to the requirements under subchapter A, regulation of subdivisions of V.T.C.A., Local Government Code ch. 212, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.

(5) *Applicant response to conditional approval or disapproval.* After the conditional approval or disapproval of a plat, the subdivider may submit a written response that satisfies each condition for the conditional approval or remedies each reason for the disapproval. The town manager shall review any submitted revisions that were required under subsection (4) and determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved plat, pursuant to the guidelines set forth in subsection (4). If the revised plat is still not in compliance with town standards or requirements, a disapproval of the submittal must be issued no

later than the 15th day after the date the response was submitted.

(6) *Right to appeal*. Applicants shall have the right to appeal administrative decisions to the town's planning and zoning commission.

(b) *Planning and zoning commission.*

(1) *Applicability*. Review of a plat shall be required by the town's planning and zoning commission when an exception is requested.

(2) *Items for consideration*. The planning and zoning commission shall, in its action on the plat, consider the physical arrangement of the subdivision, including the alignment and configuration of street and thoroughfare rights-of-way and determine compliance with the land use plan, thoroughfare plan, and any other applicable provisions of the comprehensive master plan, taking into consideration the recommendations of town staff. The planning and zoning commission shall also review and recommend that appropriate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area comply with the minimum requirements for the type of sanitary sewage disposal proposed.

(3) *Action*. Following review of the plat and other materials submitted for conformity to the regulations of this article, including changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the planning and zoning commission shall act thereon as submitted or modified and express its recommendation as approved, conditionally approved, or disapproved. Conditional approval or disapproval shall include the conditions of such approval or reasons for disapproval, if any. The planning and zoning commission shall act on the plat within 30 days after the date that it is filed or such longer period as permitted by law. For purposes of this article, the date that the plat is filed shall be determined in accordance with section 90-4 hereof.

(4) *Notation of action*. A notation of the action taken and requisite reasons therefor shall be entered in the records of the planning and zoning commission.

(c) *Town council*.

(1) *Applicability*. Any plat requesting an exception shall be reviewed by the Town Council, following a recommendation from the town's planning and zoning commission.

(2) *Submittal.* The town manager shall, within 30 days following recommendation by the planning and zoning commission, submit the plat, with any conditions established by the planning and zoning commission, to the town council for their consideration.

(3) *Action.* The town council shall approve or disapprove the plat, with or without special provisions, within 30 days following recommendation by the planning and zoning commission, or such longer period as permitted by law.

(4) *Conditional approval or disapproval.* Plats that are conditionally approved or disapproved by the town council shall be returned to the subdivider with a written statement that clearly articulates each specific condition for the conditional approval or reason for the disapproval. Each condition or reason specified may not be arbitrary, must be directly related to the requirements under subchapter A, regulation of subdivisions of V.T.C.A., Local Government Code ch. 212, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.

(5) *Applicant response to conditional approval or disapproval.* After the conditional approval or disapproval of a plat, the subdivider may submit a written response that satisfies each condition for the conditional approval or remedies each reason for the disapproval. The town manager shall review any submitted revisions that were required under subsection (4) and, if an exception is still required, schedule the plat for review by the town council, which shall determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved plat, pursuant to the guidelines set forth in subsection (4). If the revised plat is still not in compliance with town standards or requirements, a disapproval of the submittal must be issued no later than the 15th day after the date the response was submitted.

Sec. 90-124. – Action following approval.

(a) *Certification of approval.* The town's approval and, if required, the town council's approval of the record plat shall authorize the town manager or chair of the planning and zoning commission to execute the certificate of approval on the original copy of the record plat.

(b) *Plats within the town.* The record plat for any subdivision located within the corporate limits of the town shall then be filed of record in the plat records of the county, but only after the town and the town council, if required, has officially acted upon the record plat with reference to improvements,

dedications and utilities. Filing fees shall be paid by the developer.

(c) *Plats within the county.* The record plat for any subdivision located outside the corporate limits of the town, but within its extraterritorial jurisdiction, shall be submitted for review and approval to the commissioners court of the county, including the approval and execution of any agreements required by the county, prior to such record plat being approved by the planning and zoning commission and town council, if required.

(d) *No plat to be filed without approval.* The attention of each subdivider is directed to Vernon's Ann. Civ. St. art. 6626 and amendments, which state, in part:

"That in cases of a subdivision or resubdivision of real property, no map, plat of any such subdivision or resubdivision shall be filed or recorded unless and until the same has been authorized by the commissioners court of the county in which the real estate is situated, by order duly entered in the minutes of said court, except in cases of the partition or other subdivision through a court of record; provided that where the real estate is situated within the corporate limits or within the specified extraterritorial jurisdiction of the corporate limits of any incorporated city or town, the governing body thereof or the planning commission, as the case may be, as provided in V.T.C.A., Local Government Code ch. 212, shall perform the duties herein above imposed upon the commissioners court.

Sec. 90-125. – Easements after filing of record plat.

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Sec. 90-126. – Vacating plats.

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Secs. 90-127—90-150. Reserved."

SECTION 16

Section 90-152, "Plat Amendments," of Division 3, "Replats and Plat Amendments," of Article III, "Plats," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by deleting subsection (12).**SECTION 17**

Article IV, "Mandatory Homeowners' Associations" of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 90-182, "Approval" to read as follows, and by removing subsection 90-185(5), "Contents of Agreement;" and removing section 90-186, "Reserved," in its entirety:

"Sec. 90-182. – Approval.

If the establishment and creation of a mandatory homeowners' association is required by the town, a copy of the agreements, covenants and restrictions establishing and creating the association must be approved by the town attorney prior to the approval of the subdivision site plan of the subdivision and must be filed of record with such record plat in the map and plat records of the county. Such record plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by such association.

***

Secs. 90-186—90-209. Reserved."

SECTION 18

Section 90-221, "Inspection Fee," of Article V, "Improvements," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 90-221. – Inspection fee.

Prior to the issuance of the development permit by the town for the construction of a subdivision, the subdivider shall pay a design review and inspection fee as provided for in the fee schedule found in appendix a of this Code. If deemed necessary by staff, the subdivider shall provide certified copies of the executed construction contracts to the town manager for verification of the actual amount of the fee to be assessed against the subdivider prior to acceptance of the subdivision."

SECTION 19

Division 2, "Lots and Blocks," of Article VI, "Standards," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by deleting Sections 90-274, "Large Lots"; 90-275, "Multiple Structure Tracts"; and 90-276, "Reserved," to read as follows:

"Sec. 90-271. - Building lot configuration.

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Secs. 90-274—90-300. - Reserved."

SECTION 20

Division 3, "Streets," of Article VI, "Standards, " of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 90-301. – Exceptions to street standards.

(a) The town council may grant an exception to the street design standards, provided that the council finds and determines that such standards work a hardship on the basis of utility relocation costs, right-of-way acquisition costs, and other related factors.

(b) Streets within certain specified subdivisions including, but not limited to, Franklin Hills, Twin Coves Estates, Roanoke Hills, Red Bud Acres, and Red Bud Point that are a part of a replat are hereby excepted from complying with the ordinance regarding street design standards for replats within existing residential subdivisions where the existing streets:

(1) Are constructed of asphalt or other approved paving material;

(2) Do not meet the current standards for any street design adopted by the town; and

(3) Were established and constructed with the development of the original subdivision.

***

Sec. 90-303. – Access.

All platted lots shall have safe and reliable street access for daily use and emergency purposes as required by the adopted fire code.

Sec. 90-304. – Street layout.

Provisions shall be made for the extension of arterial streets in accordance with the thoroughfare plan of the town. Collector streets shall be provided for the circulation of traffic through the subdivision and their connection to arterial streets. Adequate local streets shall be provided to accommodate the subdivision and provide access to lots. Local streets shall be laid out so that their use by through traffic will be discouraged and grid patterns avoided. Where the layout of streets is not shown in the thoroughfare plan, the arrangement of streets in a subdivision shall either:

(1) Provide for the continuation or appropriate projection to existing principal streets in surrounding areas; or

(2) Conform to subdivision site plan or planned development approved or adopted by the town to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable or where neighborhood design makes a varied plan appropriate.

Sec. 90-305. – Street connections.

(a) The system of streets designated for the subdivision must connect with streets already dedicated in adjacent subdivision; and where no adjacent connections are platted, must, in general, be the reasonable projection of streets in the nearest subdivided tracts, and must be continued to the boundaries of the tract subdivided, so that other subdivisions may connect therewith.

(b) Reserve strips of land controlling access to or egress from other property or to or from any street or alley, or having the effect of restricting or damaging the adjoining property for subdivision purposes, or that will not be taxable or accessible for special improvements, shall not be permitted in any subdivision, unless such reserve strips are conveyed to the town in fee simple.

Sec. 90-306. – Half streets.

Half streets shall be prohibited except where essential to the reasonable development of the subdivision and where the town finds it will be practicable to require the dedication of the other half of a street when the adjoining property is subdivided. Wherever a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract. Half streets on bounding property lines shall be permitted for major or collector streets, and one-half of the street shall be required from each property.

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Sec. 90-308. – Street jogs.

Nonintersecting local streets with centerline offset of less than 150 feet and nonintersecting collector or arterial streets with centerline offset of less than 300 feet shall not be approved, unless an exception is approved by the town council after recommendation from the planning and zoning commission.

Sec. 90-309. – Block lengths.

Block lengths shall comply with the town’s adopted fire code.

Sec. 90-310. – Culs-de-sac.

Culs-de-sac shall comply with the town’s adopted fire code.

Sec. 90-311. – Street design standards.

(a) Local residential streets in the A, SF-E, and SF-30 districts shall conform to the standards shown for "local residential estate" streets subject to the Engineering Design Criteria Manual. If the criteria are not met, 60 feet of right-of-way shall be provided.

(1) The lots are located within a subdivision platted subsequent to September 14, 1987; and

(2) The lots are adjacent to a street having a minimum street pavement width of 24 feet and which street shall be:

a. A residential street;

b. Dedicated to the town subsequent to September 14, 1987; and

c. Not designated on the thoroughfare plan for future expansion;

(3) A 17-foot street, utility, drainage, construction and maintenance easement shall be dedicated, at the time the subdivision is platted, on each lot adjacent to the residential street described in subsection (a) of this section. The maintenance easement shall be provided for utility and street maintenance. The 17-foot street, utility, drainage, construction and maintenance easement shall be maintained by and at the expense of the owner of the lot over and across which the easement lies.

(b) The spacing of median breaks and drive approaches shall be as set forth in subsection (a) of this section, unless otherwise approved by the town engineering staff. In addition to the above criteria, no residential drive shall be closer than 35 feet from any intersection.

***

Sec. 90-313. – Street grade and curves.

Street grade and curves shall conform to the Engineering Design Criteria Manual.

Sec. 90-315. – Construction and dedication of internal streets.

When the street is within a proposed development, the following shall apply:

(1) *Local streets.* Local streets shall be constructed by the developer and dedicated to the town, along with all necessary rights-of-way, with no cost participation from the town.

(2) *Collectors and arterials.* If a planned collector or arterial street is shown on the thoroughfare plan passing through the proposed development, such street shall be dedicated to the town, along with all necessary rights-of-way.

a. No development permits shall be issued until such street is

constructed or until agreement is reached between the town and the developer on the financing and construction of such collector or arterial.

Sec. 90-316. – Construction and dedication of boundary streets.

Where a proposed development abuts a street that does not meet the minimum design standards of this division, the following shall apply:

(1) *Local streets.* Abutting substandard local streets "future streets" shall be constructed or reconstructed as necessary by the developer to bring them up to minimum standards, and all rights-of-way from the centerline of such roadway necessary to meet minimum right-of-way requirements dedicated to the town, with no cost participation from the town. The federal government, the state and political subdivisions of the state may be exempt from the provisions of this subsection.

(2) *Collector and arterial streets.* If the proposed development:

a. Abuts a future street shown on the thoroughfare plan, an x-lot necessary to meet minimum right-of-way requirements of the planned collector or arterial street shall be included on the plat, noted as future right-of-way, and comply with section 90-378.

b. Abuts an existing collector or arterial street, all rights-of-way from the centerline of such roadway necessary to meet minimum right-of-way requirements shall be dedicated to the town.

Sec. 90-317. – Street names.

Street names shall be subject to the approval of the town and shall be in accordance with the town's street naming plan. No street names shall be used that will duplicate or be confused with the names of existing streets.

Sec. 90-318. – Railroad buffers.

Where a subdivision borders on or contains a railroad right-of-way, the railroad right-of-way shall be considered a primary street for purposes of street buffer landscaping.

Secs. 90-319—90-340. Reserved."

SECTION 21

Division 4, "Alleys and Easements," of Article VI, "Standards," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby

amended to read as follows

“ ***

Sec. 90-342. – Utility easements.

Utility easements shall be provided within the proposed subdivision as may be necessary to ensure the proper design, installation and maintenance of either underground or aerial utilities. Easement widths shall be determined by the type of utility; however, an easement shall not normally be required along the rear of any lots served by a dedicated alley.

Sec. 90-343. – Drainage easements.

When a proposed subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a drainage easement conforming substantially with the line for such watercourse. The easement for such watercourse shall be determined by good engineering practice and may require improvement or realignment to ensure proper drainage of stormwater. The drainage easement may include park or open space dedication of any floodplain or low area involving hazard if built upon.

Sec. 90-344. – Adjoining areas.

When the town manager finds that easements in areas adjoining proposed subdivisions are necessary to provide adequate drainage or to serve such subdivisions with utilities, the subdivider shall obtain such easements.

Secs. 90-345—90-370. Reserved.”

SECTION 22

Division 5, “Private Streets and Alleys,” of Article VI, “Standards,” of Chapter 90, “Subdivisions,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 90-371. – Applicability of division provisions.

The town may allow a subdivision of land into residential lots that do not abut public streets, provided that such subdivision provides access for each lot to and from a public street by means of a private street shown on the plat. The town may approve private alleys where private streets are allowed.

***

Sec. 90-374. – Construction.

Prior to recommendation of approval of the subdivision site plan by the town staff, the subdivider shall have provided construction plans of the proposed private streets and

private alleys that meet the standards of this chapter for streets and alleys dedicated to public use. In addition, the construction of the private streets and private alleys shall be inspected by the town and inspection fees shall be paid to the town just as if such private streets and private alleys were public streets and public alleys. Water and sanitary sewer mains and sidewalks must be installed in accordance with the applicable ordinances of the town.

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Sec. 90-378. – Setback and frontage.

All private streets, private alley easements, and future streets shall be treated as public streets and public alley rights-of-way for purposes of determining the building setback required from such private street or private alley easements, as well as determining lot frontage.

Sec. 90-379. – Access.

Private streets and private alleys shall be labeled as such on the plat, and such plat shall provide access easements over the private streets and private alleys to the owners and residences served by such private streets and private alleys. In addition, such plat shall provide access and service easements over the private streets and private alleys including, but not limited to, the following easements: utilities, fire lane, street lighting, government vehicle access, ambulances and other emergency care, vehicles, mail collection and delivery access, utility meter reading access and school buses. A subdivision served by private streets shall have the number of access points required by the town's fire code to a public street. All private entrances must be constructed to permit opening of the passageway in emergencies as required by the adopted fire code.

Sec. 90-380. – Maintenance.

(a) The plat shall provide for perpetual maintenance of the private streets and private alleys through restrictive covenants. Private streets and private alleys shall be maintained to the standards for public rights-of-way and easements and shall be subject to the approval of the town. A legal entity must be created that is responsible for street lighting, street maintenance and cleaning, and the installation and maintenance of interior traffic control devices. The legal instruments establishing the responsibility for a private street or private alley shall be approved as to legal form by the town attorney and recorded in the office of the county clerk prior to any building permit being issued within the subdivision.

(b) The town shall have no obligation to maintain a private street, private alley, or future street. If a private street, private alley, or future street is not maintained in compliance with the requirements of this chapter, the town shall have the right, but not the obligation, to send written notice to the legal

entity responsible for maintaining the private street or private alley that failure to comply with requirements in this chapter within 30 days shall entitle the town to take those actions necessary to put the private street or private alley in compliance. The legal entity responsible for maintaining the private street or private alley shall pay the town for the work performed within a period of 120 days from the presentation of the bill. Failure to pay the bill within the required time shall be deemed an intent by the owners of the private street or private alley to dedicate such private street or private alley to the town for public use.

***

Sec. 90-382. – Restricted entry.

A gate and a guard house may be constructed at the entrance of any private street from a public street. The gate provided shall incorporate the use of fire department approved rapid access locking hardware. The guard house shall be at least 25 feet from the public right-of-way, and shall provide a passageway at a minimum height and width as required by the adopted fire code.

Secs. 90-383—90-400. - Reserved."

SECTION 23

Division 7, "Utilities," of Article VI, "Standards," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 90-421. – Water supply.

Proposed subdivisions shall have access to an approved public water supply or have approved plans for such access. Water lines shall be designed to meet the town's Engineering Design Criteria Manual and TCEQ standards.

(a) *Groundwater*. If a person submits a plat for approval where the source of water supply for the intended subdivision is groundwater under that land, such plat application shall include a statement that is:

(1) Prepared by an engineer licensed to practice in this state or a geoscientist licensed to practice in this state; and

(2) Certifies that adequate groundwater is available for the proposed subdivision.

(b) *Exception*. The Town Engineer may waive the requirement prescribed by subsection (a) that a plat application include a statement described by that subsection if:

(1) Based on credible evidence of groundwater availability in the vicinity of the proposed subdivision, the municipal authority determines that sufficient groundwater is available and will continue to be available to the subdivided tract of land; and

(2) The proposed subdivision creates ten or less buildable lots.

Sec. 90-422. – On-site sewage facilities.

***

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

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

***

b. *Subdividing property*. Properties where a subdivision site plan or plat application has been submitted to the town to subdivide the property into four buildable lots or less, where each buildable lot consists of a minimum lot size of two acres.

***

Secs. 90-423—90-440. - Reserved."

SECTION 24

Division 8, "Parks and Recreational Areas," of Article VI, "Standards," of Chapter 90, "Subdivisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Sections 90-443, Character and Minimum Dedication"; 90-444, "Platting Requirements for Dedicated Park Land"; and 90-449, "Park Credit Option," to read as follows:

"Sec. 90-443. – Character and minimum dedication.

***

(g) *Trail standards.* Trails constructed within public or private open space and park and recreational areas, or trails providing access to such areas, shall conform to the following standards:

(1) *General.* Unless specified otherwise, all such trails shall be constructed of concrete and shall conform to the requirements of the

Americans with Disabilities Act, as may be amended. Specifications for concrete, bollards and signs shall be provided by the town's parks and recreation division.

(2) *Installation*. The developer shall be responsible for the installation of trails.

(3) *Multipurpose trails.* Trails designated as multipurpose trails in the parks and trails plan shall be a minimum of 12 (twelve) feet; 10 (ten) feet if right-of-way constraints exist.

(5) *Auxiliary trails.* Walkways within open space areas not linking to a multipurpose trail shown in the parks and trails plan shall be a minimum of six feet in width.

(6) *Connector.* All access walkways linking to the multipurpose trail network shown in the parks and trails plan shall be a minimum of six feet in width.

(7) *Equestrian trails.* Equestrian trails shall meet the following standards:

a. Equestrian trails shall be a minimum of 15 (fifteen) feet in width.

b. Equestrian trails shall be cleared of all obstructions for a minimum of 8 (eight) feet in width and 12 (twelve) feet in height.

c. Generally, equestrian trails should not have a grade steeper than 15 percent.

d. The preferred surface material for equestrian trails shall be compacted earth.

e. Equestrian trails may be subject to additional standards as determined by the town.

Sec. 90-444. – Platting requirements for dedicated park land.

Any land dedicated for park and recreational areas shall be shown on the face of a subdivision site plan submitted for approval by the town. Simultaneously with the filing of the subdivision site plan, the land proposed to be dedicated shall be submitted by the developer or owner to the parks board of the town for recommendation to the planning and zoning commission and the town council. Upon approval, the record plat shall be filed of record with the county.

***

Sec. 90-449. – Park credit option.

***

(b) *Definitions.* In addition to the definitions contained in subpart B of the town's Code of Ordinances, the following definitions shall also apply to development electing to pursue the credit option:

***

Director of development services means the town's director of development services or the director's designee.

***

(e) *Submittal requirements for the credit option.* The following is required for eligible applicants seeking the credit option alternative:

(1) *Open space plan.* Eligible applicants shall submit an open space plan with the zoning application for the subject property. The open space plan shall include all of the following details:

***

i. A checklist of all required information to be depicted on an open space plan shall be maintained by the director of development services.

***

(g) *Review and approval process for the credit option.*

(1) The open space plan shall be reviewed by the director of development services in conjunction with a zoning application for conformance with the standards contained in this section. An open space plan shall be considered a component of the zoning application for the development. The park board shall evaluate the recommendations of the director of development services on all matters related to this section and shall render a recommendation to the planning and zoning commission and town council regarding the application for the credit option, prior to the planning and zoning commission's consideration of the zoning case.

(2) Where open space type requirements and amenities are required based on their appropriateness, the director of development services, shall make a recommendation to the park board about the appropriateness of the open space type requirements and amenities, based on the plans and details submitted with the application. All questions regarding the appropriateness of amenities and compliance with the requirements for each open space type shall be finally decided by the town council.

***

(i) *Phasing and timing.*

(1) A phasing plan shall be submitted with the zoning application, as part of the development's development standards. The phasing plan shall include the following:

***

f. Any maps or other graphic depictions necessary to illustrate the proposed phasing plan, as required by the director of development services.

***

(j) *Amendments to approved plans or regulations associated with developments containing approved open space.*

***

(2) The director of development services may approve minor changes to and deviations from the open space plan, based upon the applicant's written justification for such changes. Upon approval, a revised open space plan shall be filed with the town and any associated fee adjustments shall be calculated. The director of development services may deny a minor change or deviation from the open space plan regardless of the applicant's written justification. In the event of such denial, an applicant may instead seek approval of the change or deviation by filing an application to amend the zoning ordinance governing the development.

(3) Any requested minor change or deviation shall be reviewed in the context of prior and pending minor changes. If a pending request for a minor change or deviation, when taken together with the development's prior minor changes, would constitute a major change in the opinion of the director of development services, the

requested minor change or deviation shall be processed as a major change necessitating an amendment to the zoning ordinance governing the development.

***

Secs. 90-450—90-460. - Reserved.""

SECTION 25

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 26

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

SECTION 27

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, 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 28

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances, Town of Flower Mound, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which 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 29

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 30

This Ordinance shall be in full force and effect from and after the date of its passage and publication, 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 6th DAY OF NOVEMBER, 2023.

APPROVED:

_____
Derek France, **MAYOR**

ATTEST:

_____
Theresa Scott, **TOWN SECRETARY**

TOWN COUNCIL
AGENDA K.5.
REGULAR ITEM(S)

DATE: November 6, 2023
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of a Construction Agreement with A & B Construction, LLC for the High Road Water Line Replacement Phase II project, in the amount of $3,413,006.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On August 3, 2023, bids were received for the High Road Water Line Replacement Phase II project. A&B submitted the only qualified bid at a base bid of $3,413,006.00. The project consists of the replacement of approximately eleven thousand six hundred (11,600) linear feet of 8-inch water line and associated appurtenances. The existing water line was installed in 1959, prior to the incorporation of the town. Due to the waterline age, substandard materials, and work order history, replacement is required. The High Road Water Line Replacement Phase project will occur in Franklin Hills. Phase I and Phase III are complete. A neighborhood meeting for Phases I-III was held during Phase initial project design. A neighborhood meeting specific to Phase III construction will be held prior to construction to detail construction timelines and expectations for the residents.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $3,413,006.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$3,413,006.00	630-960-98848-6170

LEGAL REVIEW: The Town's standard construction agreement 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. Bid Tab
2. Construction Agreement
3. Form 1295

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

Town of Flower Mound
Bid Tab Verified

Bid No: 2023-80-B – High Road Water Line Replacement Phase II

Bid Opening: 8/3/2023 at 11:00 AM

Company	Total Bid
A & B Construction LLC	$ 3,413,006.00

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: August 3, 2023

TOWN OF FLOWER MOUND

HIGH ROAD WATER LINE REPLACEMENTS PHASE II

Bid # 2023-80-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 6 day of November, 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and A & B Construction, a LLC, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

HIGH ROAD WATER LINE REPLACEMENTS PHASE II
Bid # 2023-80-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called "Engineer", who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

A. The Construction Agreement;

B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;

C. Any listed and numbered addenda;

D. Special Provisions;

E. Supplementary Conditions;

F. Construction Drawings or Plans;

G. Technical Specifications;

H. Town's Standard Construction Details;

I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);

J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);

K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);

L. The General Conditions;

M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);

N. Notice to Bidders;

O. Instructions to Bidders;

P. The Town's written notice to proceed to Contractor;

Q. The Contractor's Bid Proposal;

R. The Performance Bond, Payment Bond and Maintenance Bond; and

S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed

Three Million Four Hundred Thirteen Thousand Six Dollars and No cents ($ 3,413,006.00) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Two Hundred Ten (210) calendar days, and final completion of Two Hundred Forty (240) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage's required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars ($100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must

obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars ($100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;

2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

Contract Amount	Retainage Percentage
Up to $25,000.00	15%
$25,000.00 to $400,000.00	10%
Over $400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of

Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure

both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. **CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").**

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time

are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars ($250.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars ($250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO

PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.
Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the ____ day of _____, 20___.

TOWN OF FLOWER MOUND	CONTRACTOR
_____	_____ (Signature)
Derek France, MAYOR	_____ (Printed Name)
	_____ (Position)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

(CORPORATE SEAL)

ATTEST:_____ (Signature)

_____ (Position)

TOWN COUNCIL
AGENDA K.6.
REGULAR ITEM(S)

DATE: November 6, 2023
FROM: Dale Crown, Senior Project Engineer
ITEM: **Consider approval of a Construction Agreement with 3D Paving and Contracting, LLC, for the Hillside Lane Reconstruction project, in the amount of $1,385,393.60; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On August 15, 2023, bids were received and opened for the Hillside Lane Reconstruction project (Bid # 2023-101-B). 3D Paving and Contracting, LLC, submitted the lowest qualified bid of the three responding bidders at a base bid of $1,385,393.60. The project consists of the reconstruction of Hillside Lane from Timber Valley Drive to Edgefield Trail (approximately 1,300 linear feet). The project also includes the replacement of the sanitary sewer line along the length of reconstruction. Alternative bid items associated with pavement subgrade preparation were considered as part of the bid process, as indicated in the Bid Tabs (Attachment 1). The Town is awarding the contract based on the Total Base Bid, which includes a preferred method of subgrade preparation, and not the Total Base Bid with Alternative Bid Items.

BOARD REVIEW/CITIZEN FEEDBACK: A public meeting to provide residents with project information will be held prior to start of construction.

ALTERNATIVES: The existing asphalt has significant cracking along the street. The existing sewer main has had maintenance issues in the past and is undersized based on current Town standards. A decision not to approve the Construction Agreement would result in pavement failures worsening over time and continued maintenance issues with the existing sewer main.

FISCAL IMPACT: $1,385,393.60

Proposed Expenditure/(Revenue)	Account Number(s):
$300,000.00	630-970-98854-6180
$1,085,393.60	316-560-78045-6160

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

ATTACHMENTS:
1. Attachment 1_Bid Tabs
2. Attachment 2_Construction Agreement
3. Form 1295

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

Town of Flower Mound
Verified Bid Tab

Bid No: 2023-101-B – Hillside Lane Reconstruction

Bid Opening: 8/15/2023 at 11:00 AM

Company	Total Base Bid	Total Base Bid with Alternative Bid Items
XIT Paving & Construction Inc	$ 1,518,502.00	$1,377,377.00
Capko Concrete Stgructures LLC	$ 1,532,203.00	$1,423,728.00
3D Paving & Contracting LLC	$ 1,385,393.60	$1,494,746.10

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: August 15, 2023

TOWN OF FLOWER MOUND

HILLSIDE LANE RECONSTRUCTION

Bid #2023-101-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 6th day of November, 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and 3D Paving and Contracting, LLC, a Limited Liability Company, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Hillside Lane Reconstruction,
Bid #2023-101-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called "Engineer", who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

A. The Construction Agreement;

B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;

C. Any listed and numbered addenda;

D. Special Provisions;

E. Supplementary Conditions;

F. Construction Drawings or Plans;

G. Technical Specifications;

H. Town's Standard Construction Details;

I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);

J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);

K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);

L. The General Conditions;

M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);

N. Notice to Bidders;

O. Instructions to Bidders;

P. The Town's written notice to proceed to Contractor;

Q. The Contractor's Bid Proposal;

R. The Performance Bond, Payment Bond and Maintenance Bond; and

S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million Three Hundred Eighty Five Thousand Three Hundred Ninety Three Dollars and Sixty cents ($1,385,393.60)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of one-hundred fifty (150) calendar days, and final completion of one-hundred eighty (180) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage's required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars ($100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law

as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars ($100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;

2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work.

Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

Contract Amount	Retainage Percentage
Up to $25,000.00	15%
$25,000.00 to $400,000.00	10%
Over $400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to

the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. **CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").**

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars ($240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars ($240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety.

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

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The Town may make as many warranty inspections as it deems appropriate.

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Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.
Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the ____ day of _____, 20___.

TOWN OF FLOWER MOUND	CONTRACTOR
_____ Derek France, MAYOR	_____ (Signature) _____ (Printed Name) _____ (Position)
(CORPORATE SEAL)	(CORPORATE SEAL)
ATTEST:_____ Theresa Scott, TOWN SECRETARY	ATTEST:_____ (Signature) _____ (Position)

TOWN COUNCIL
AGENDA K.7.
REGULAR ITEM(S)

DATE: November 6, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of new LED light fixtures and MuscoVision Automated Sports Streaming and Broadcasting System for the Bakersfield Park Improvements Ph. 2 project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of $1,759,054.00**

BACKGROUND: The Parks Board, Community Development Corporation, and Town Council approved funds to replace the existing light fixtures at the ball fields #1-8 with Light-Emitting Diode (LED) fixtures at Bakersfield Park for fiscal year 2023-2024. This funding was to also provide for the purchase and installation of MuscoVision Automated Sports Streaming and Broadcasting System for the baseball and softball fields at the park to provide automated video broadcasts of gameplay. This Capital Improvement Program project will be funded through the 4B fund utilizing sales tax revenue.

Bakersfield Park was built in 2003 and continues to make use of the original lighting fixtures located on ball fields #1-8. The proposal from Musco Sports Lighting includes electrical and structural engineering, removal of existing fixtures, installation of new LED fixtures, and associated electrical work. The benefits of the new lighting system include bright and uniformed light levels directed at the fields with less spill over, less glare in and around nearby homes, energy and maintenance savings over traditional metal halide systems, instant on/off ability, ball tracker technology, and 10-year warranty on the replacement light fixtures. This same lighting system was recently installed at Glenwick Park as well as the soccer/mulitpurpose fields within Bakersfield Park.

Additionally, the MuscoVision Automated Sports Streaming and Broadcasting System will be installed on all ball fields #1-11. This automated system is capable of analyzing game play and producing a live streamed video broadcast, including automated camera switching and/or automated pan tilt and zoom cameras. This system also comes with a 5 year warranty (including all maintenance), training and access to the scheduling service, revenue sharing, and up to 750 hours per field of streaming broadcast included with the ability to purchase additional hours as needed

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board approved the list of projects for the FY 2023-2024 CIP 5-year Plan which included funding for the Bakersfield Park Improvements Ph. 2 project in the amount of $1,850,000.00 at the April 6, 2023 regular meeting. The Community Development Corporation approved funding for the FY 2022-2023 CIP 5-year Plan, recommended by the Parks Board, by at the June 20, 2023 meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: $1,759,054.00

Proposed Expenditure/(Revenue)	**Account Number(s):**
$1,759,054.00	317-110-90604-6210

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Buyboard Proposal
2. Form 1295

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

Quote

Bakersfield Park Baseball and Softball Musco Vision Buy Board Quote
Flower Mound, TX
Date: September 5, 2023
Buy Board Quote
Contract Number: 677-22
Commodity: Parks/Rec & Field Lighting

This quote includes Musco's, MuscoVision Automated Sports Streaming and Broadcasting System for the baseball and softball fields at Bakersfield Park. This system includes Musco's automated system capable of analyzing game play and producing a broadcast including automated camera switching and/or automated pan tilt and zoom cameras. This system also comes with a 5 year warranty, including all maintenance.

Benefits of MuscoVision Automated Sports Streaming and Broadcasting System:

Control-Link® Scheduling and Support

- Training for Control-Link scheduling service
- Control-Link.com access for scheduling of broadcast
- Reporting and management tools
- 24/7/365 phone support

Revenue Share:

- Revenue Sharing: 70% Facility Owner, 30% Musco
- Owner maintains rights to video content, Musco retains the right to prepare derivative work

Distribution and Payment System

- Payment system with credit card processing
- Revenue sharing as detailed below
- Live and on-demand video streaming
- Content downloads
- Available via Apple TV, Roku, Amazon Fire TV, Android TV applications
- 750 hours per field of streaming included with purchase with additional hours available for purchase as needed

Quote: ***Turnkey***

---

11 baseball and softball fields only (No Soccer)…… $227,320

Installation and bonding are included in the quoted price. Quote is good for 90 days.

Chris Johnson
Sales Executive
Musco Lighting

Quote

Bakersfield Park Fields 1 – 8 LED Relight on Existing Poles
Flower Mound, Texas
Light Structure System – TLC LED Buy Board Quote
Commodity: Parks/Rec & Field Lighting Contract Number: 677-22
Date: September 5, 2023

Equipment Description

Light-Structure TLC for LED™ System delivered to your site

- UL Listed remote driver component enclosure
- Pole length wire harness
- Fields 1 – 4: 89 - Factory-aimed and assembled LED luminaires on existing poles
- Fields 5 – 8: 155 - Factory-aimed and assembled LED luminaires on existing poles

Also Includes:

- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 10™ warranty and maintenance program that eliminates 100% of your maintenance costs for 10 years, including labor and materials
- Guaranteed constant light level of 50/30 footcandles for 10 years
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system and Lighting Contactors
- Bonding
- **Turnkey Installation**

Quote

Musco's Light Structure TLC LED™ as described above

Fields 1 – 4…… $557,511

Fields 5 – 8…… $974,223

Pricing reflects the Buy Board Discount

Pricing furnished is effective for 90 days.

Payment Terms

Net 30.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

- **Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

Notes

Quote is based on:

- Shipment of entire project together to one location
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Chris Johnson
Sales Executive
Musco Sports Lighting, LLC
Cell: 214-733-2927
E-mail: chris.johnson@musco.com

TOWN COUNCIL
AGENDA K.8.
REGULAR ITEM(S)

DATE: November 6, 2023
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider adoption of the FY 23-24 Strategic Plan.**

BACKGROUND: In October of 2022, Flower Mound Town Council attended a strategic retreat to take a comprehensive review and re-imagination of the strategic plan, including an evaluation of the Town's current mission/vision, strategic goals, objectives, and initiatives. In June of 2023, Town Council attended another strategic retreat, to further build upon the previous retreat's foundational work and to include more specific initiatives and action items for FY 23-24. During these retreats, Town Council reaffirmed the Town's mission/vision, reset the Town's strategic goals, and identified strategic objectives and initiatives to focus on over the next several years.

The FY 23-24 Strategic Plan is the culmination of a comprehensive strategic review by Town Council. Through both retreats and accompanying community engagement, this strategic plan is the basis for the Town's strategy over the next several years. The strategic objectives and initiatives listed in the plan for FY 23-24 will be tracked and progress reported back to Town Council. This plan serves as the basis in which the Town can continue to grow and enhance its focus on achieving strategic goals through corresponding objectives and initiatives in future years.

BOARD REVIEW/CITIZEN FEEDBACK: Community Engagement is a Foundational Goal in the Town's Strategic Plan. The Town's FloMo Convos community engagement initiative and the Town's Resident Survey both assisted Town Council in creating a Strategic Plan that is not only responsive to community needs but is based upon feedback received from the community itself.

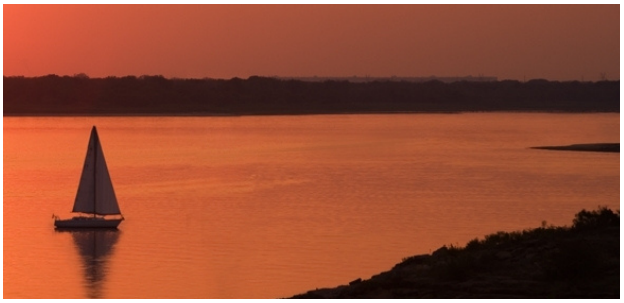
ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
1. FY 23-24 Strategic Plan

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



STRATEGIC PLAN

TOWN OF FLOWER MOUND | FY 2023-2024

THE TOWN OF FLOWER MOUND TEXAS

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Acknowledgments

"Thank you to Town Council, Town Staff,
and most of all the Flower Mound Community,
for your input and hard work
during our strategic planning process!"
- FM Strategic Services Team

Flower Mound Town Council

Derek France
Mayor

Brian Taylor
Place 3

Ann Martin
Deputy Mayor Pro Tem
Place 5

Adam Schiestel
Place 1

Jim Engel
Mayor Pro Tem
Place 4

Chris Drew
Place 2

EXECUTIVE SUMMARY

The Town of Flower Mound's Strategic Plan is more than just a document—it's a comprehensive vision for our community. Developed in collaboration with Town Council, department leaders, and residents, the plan provides a roadmap to guide our priorities, processes, and decision-making over the next several years. The Strategic Plan ensures that the Town provides effective, efficient, and innovative services to our community. Goals are developed under eight strategic priority areas that align with the Town's mission, vision, and values.

MISSION/ VISION

The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.

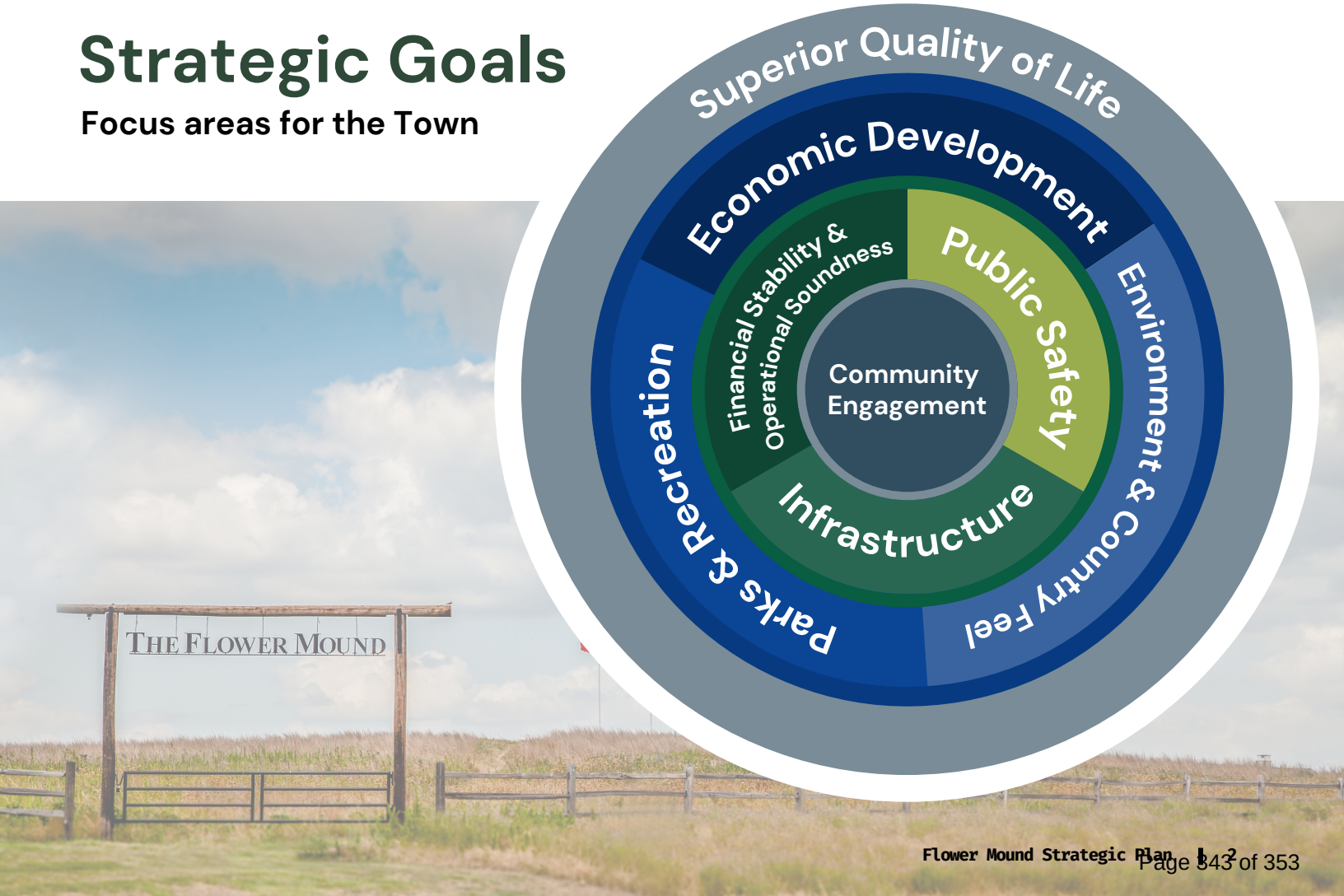
CORE VALUES

- Authentic
- Dedicated
- Exceptional
- Family

We Own It!

Strategic Goals

Focus areas for the Town



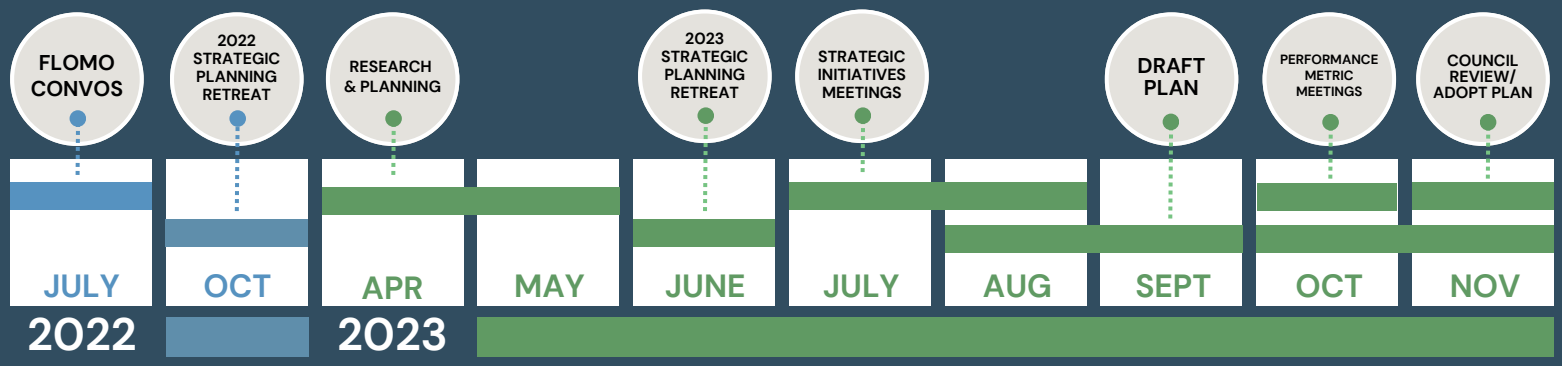
THE PROCESS

In October of 2022, Flower Mound Town Council attended a strategic retreat to take a comprehensive review and re-imagination of the strategic plan, including an evaluation of the Town's current mission/vision, strategic goals, objectives, and initiatives. In June of 2023, Town Council attended another strategic retreat, to further build upon the previous retreat's foundational work and to include more specific initiatives for FY 23-24. During these retreats, Town Council reaffirmed the Town's mission/vision, reset the Town's strategic goals, and identified strategic objectives and initiatives to focus on over the next several years.

Flower Mound's Strategic Plan is a collaborative process that involves the entire community. In July of 2022, the Town launched the FloMo Convos community engagement initiative. Residents and community stakeholders shared their vision for the Town through multiple community meetings to better understand how the Town can serve the community's needs. The valuable feedback received from these community meetings assisted Town Council and staff to create a Strategic Plan that meets the needs of the community and matches its vision of Flower Mound, both now and in the future. Additionally, in the Summer of 2023, the Town of Flower Mound performed a Resident Survey through Polco/NRC. The results from the 2023 Resident Survey help to create a baseline measurement in which the Town can grade its success in achieving its Strategic Goals in future years.

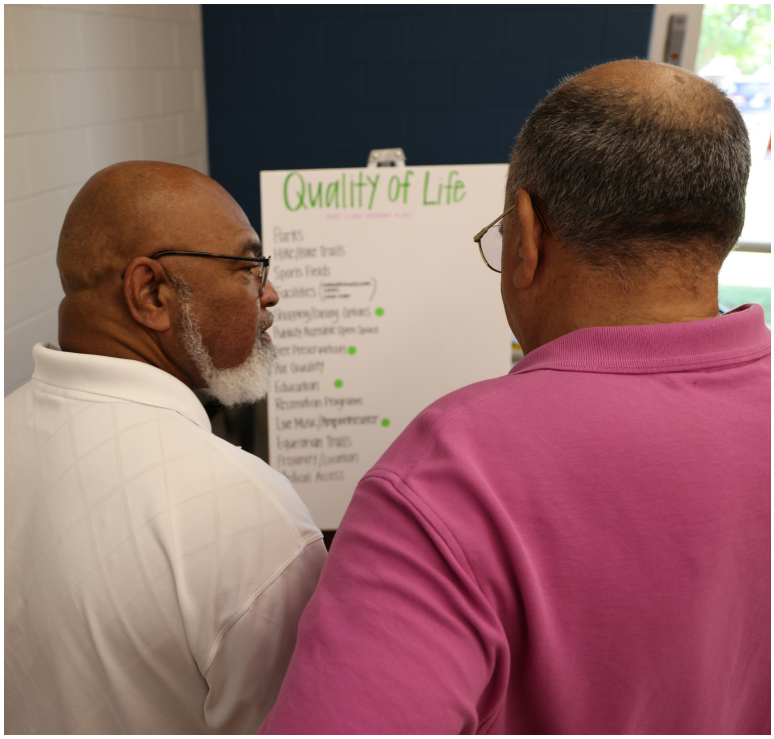
PLAN DEVELOPMENT TIMELINE

JULY 2022 THROUGH NOVEMBER 2023



PUBLIC INPUT
FloMo Convos

FloMo Convos is an engagement initiative designed to solicit feedback from the Flower Mound community. In July of 2022, the Town held four, one-hour engagement sessions, at different locations throughout the town. These engagement sessions included live surveys, facilitated group discussions, and interactive activities. The feedback received from FloMo Convos assisted staff and Town Council in identify strategic goals, objectives, and initiatives that align with the needs of the community.



> "My hope is that we can use this model to engage residents on specific topics in the future. Community outreach is mission critical. It's important that when we make decisions, we understand how our residents feel about them."
>
> — **James W. Childers**
> **Town Manager**

During the 2022 FloMo Convos engagement initiative, participants identified the following focus areas for the Town over the next 5 years:

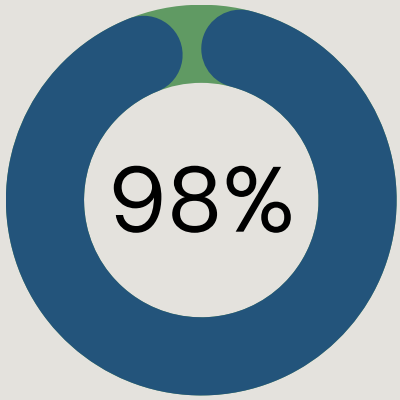
- Safety/Great Place to Raise a Family
- Parks & Recreation
- Traffic/Walkability/Bikeability
- Conservation of Open Space/Tree Preservation
- Amenities/Entertainment/Shopping & Dining

PUBLIC INPUT
Resident Survey

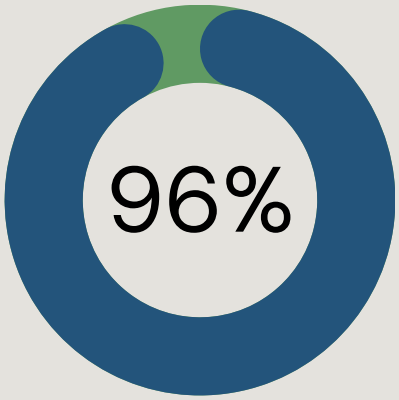
In June/July of 2023, the Town of Flower Mound conducted the 2023 Resident Survey. Flower Mound residents shared their thoughts on the Town's current state and future direction. The full report can be found at: www.flower-mound.com/residentsurvey.

The responses from the community regarding focus areas over the next two years aligned with the Town's Strategic Goals. Additionally, these areas of focus were re-affirmed during the Town's FloMo Convos engagement initiative. Results from the resident survey, conducted every two years, assist the Town in measuring success toward strategic goals, objectives, and initiatives.

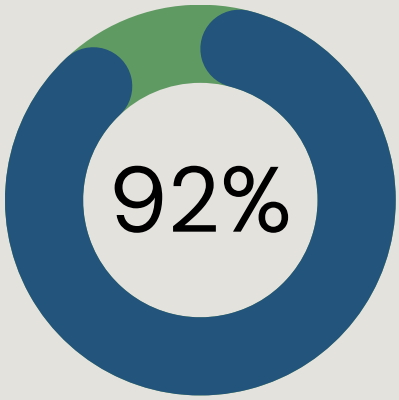
% Excellent or Good



Place to Live

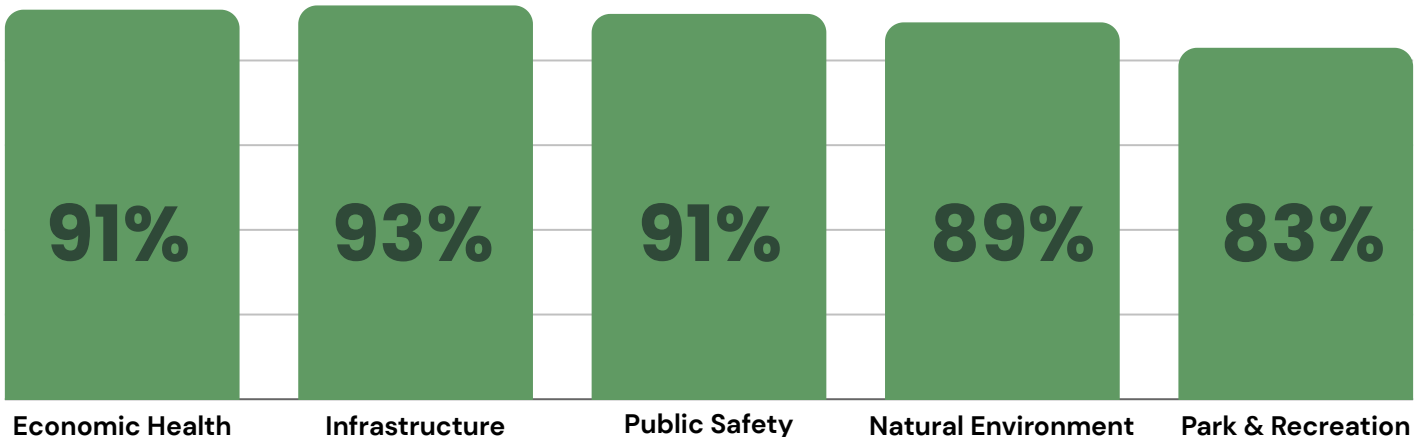


Quality of Life



Remain in Town

"Rate how important you think it is for the Flower Mound community to focus on each of the following in the coming two years"

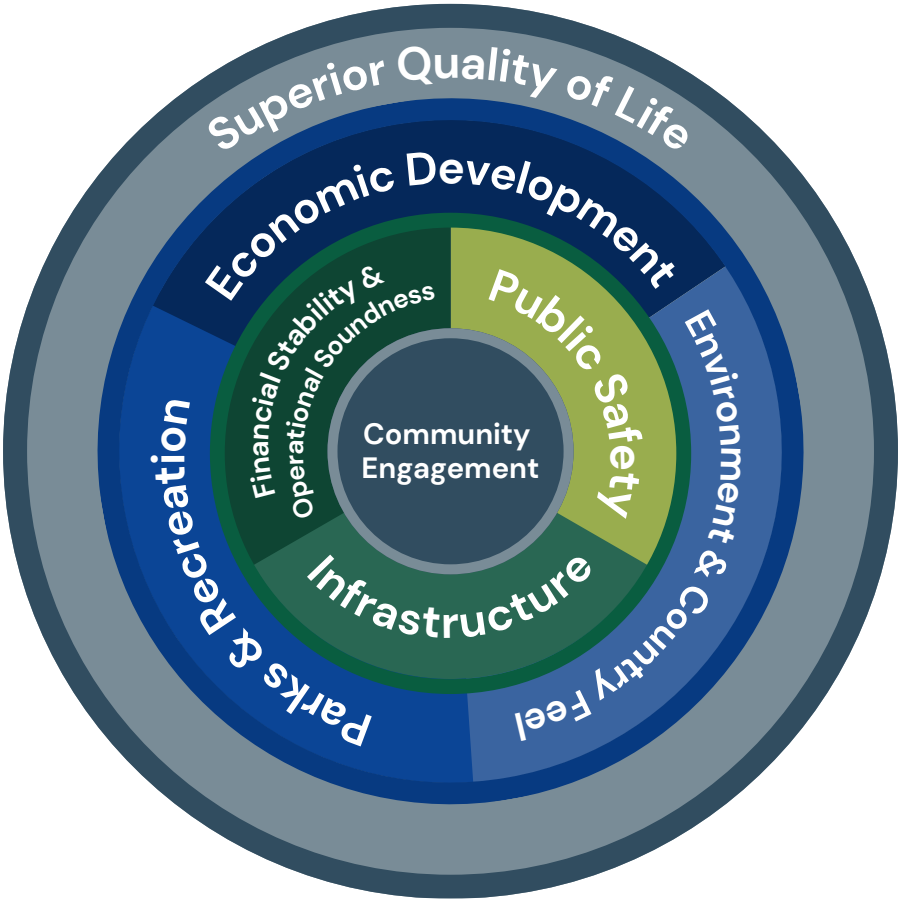


STRATEGIC FLOW

During the 2022 and 2023 Strategic Planning Retreat, Town Council re-evaluated the Town's Strategic Goals. The Town's 8 Strategic Goals fall under the following 4 categories. These categories are important to understand what the Town is trying to achieve, where the process begins, and outline how the Town can achieve its desired outcome.

DESIRED OUTCOME

The desired outcome for the Town of Flower Mound is to achieve a **Superior Quality of Life** for its residents, business owners, and community. Every goal, objective, and initiative should ultimately result in a superior quality of life for the Flower Mound community.



FOUNDATIONAL GOAL

In order to achieve the desired outcome of superior quality of life, we must first start with the foundational goal of **Community Engagement**. All Town goals, objectives, and initiatives should be based on feedback from the community.

CORE GOALS

Core goals are found in almost every municipalities strategic plan. These goals are essential in order to achieve the Town's desired outcome. **Public Safety**, **Infrastructure**, and **Financial Stability and Operational Soundness** are all core goals to achieving a superior quality of life.

COMMUNITY GOALS

Community goals are specific areas that are unique to Flower Mound. These areas can be described as focus areas for the Town that can change over time. Flower Mound's community goals are **Parks & Recreation**, **Economic Development**, and **Environment & Country Feel**.

STRATEGIC GOALS

The Mayor and Town Council have identified eight areas to help guide the work of Town government:

Goal 1

Superior Quality of Life

Flower Mound's foremost objective is to provide its residents, business owners, and community with a superior quality of life. This overarching goal serves as the Town's Desired Outcome for all other strategic goals. It emphasizes the importance of creating an environment where people can thrive, enjoy, and find fulfillment.

Goal 2

Public Safety

Ensuring the public safety of Flower Mound's residents and businesses is a top priority. This is a Core Goal that focuses on implementing measures and strategies to keep Flower Mound safe. Public safety is a fundamental component in creating an environment where people can live, work, and play securely.

Goal 3

Infrastructure

Infrastructure is a Core Goal which focuses on maintaining and enhancing the Town's most essential services like water, sewer, drainage, transportation, and connectivity. A robust and well-maintained infrastructure is essential to support the Town's growth, provide essential services, and ensure the overall well-being of the community.

Goal 4

Financial Stability & Operational Soundness

Achieving financial stability and operational soundness is crucial for the long-term success of the Town. This Core Goal focuses on managing the Town's finances efficiently and ensuring operational sustainability. It involves responsible budgeting, resource allocation, and strategic planning to meet the needs of the community in the most efficient manner.

Goal 5

Environment & Country Feel

Flower Mound is committed to preserving its natural environment and maintaining its country feel. This Community Goal seeks to protect green spaces, maintain its rural charm, and promote tree preservation to contribute to a high quality of life and a unique community character.

Goal 6

Parks & Recreation

Flower Mound recognizes that the availability of parks and recreation contributes to the well-being and the overall quality of life of its residents. This Community Goal is aimed at providing residents with diverse recreational opportunities to promote well-being and to provide opportunities to connect with nature.

Goal 7

Economic Development

Economic development is a Community Goal that seeks to stimulate the local economy, attract new businesses, and create job opportunities. By fostering a dynamic economic environment, Flower Mound aims to enhance its residents' prosperity and the overall economic vitality of the community.

Goal 8

Community Engagement

Community engagement is a continuous process that shapes and guides the Town's actions and decision-making. This Foundational Goal emphasizes the importance of active participation and feedback from the community to ensure that all objectives align with the desires and needs of the community.

STRATEGIC OBJECTIVES, INITIATIVES, AND PERFORMANCE METRICS

OBJECTIVE 1 Protect and Expand the Town's Tree Canopy

Initiatives	Performance Metrics
1.1 Promote Environmental Education Programs/Events and Tree Planting Events Continue to promote Town environmental education programs/events and tree planting events.	• # of trees given away • # of Environmental Education Programs/Events • # of Town-Wide Environmental Education Events
1.2 Evaluate Public Areas for Tree Planting Recommend 5 locations for public tree planting on Town property and present options to TC with accompanying costs.	• Present to TC by June 2024 • # of trees planted
1.3 Increase Awareness of the Town's Tree Species Selection List Create marketing materials for the Town's tree species selection list and a stand-alone webpage for landscaping and tree species.	• Complete by June 2024 • # of visits to the Town Landscape and Tree Species webpage

OBJECTIVE 2

Increase Open Space, Parkland, and Recreational Opportunities

Initiatives	Performance Metrics
2.1 Acquire Additional Town Parkland Identify and assess potential land acquisition opportunities for parks and recreation to maintain the current number of Town park acres per 1,000 people.	• # of Town park acres added in FY 23-24 • # of Town park acres per 1,000 people
2.2 Plan and Present Options for a Town Signature Festival Create a proposal to host a Town Signature Festival in Fall of 2025 and present options to TC.	• Create a Decision Package in the FY 24/25 Budget for a Town Signature Festival in Fall of 2025
2.3 Incentivize Open Space Dedication Increase the amount of preserved open space and privately maintained-publicly accessible open space.	• # of acres of preserved open space added in FY 23-24 • # of acres of privately maintained-publicly accessible open space added in FY 23-24

OBJECTIVE 3

Adopt a Comprehensive and Strategic Economic Development Plan

Initiatives	Performance Metrics
3.1 Create a Comprehensive Economic Development Strategic Plan Develop a comprehensive economic development plan that outlines the Town's future economic goals and objectives.	• Present to TC by June 2024
3.2 Increase the Amount of Sales Tax collected by the Town Provide a detailed analysis of sales tax by industry and provide to TC.	• Complete analysis and provide to TC by June 2024

OBJECTIVE 4

Implement Innovative Traffic Solutions

Initiatives	Performance Metrics
4.1 Prioritize Intersection Improvements in CIP Prioritize current CIP intersection improvements, provide TC options to move future CIP intersection improvements forward, and provide additional CIP Intersection Improvements.	• # of CIP Intersection Improvement Projects • % of Total CIP spent on Intersection Improvements
4.2 Collaborate with TxDOT on West FM Transportation Collaborate with TxDOT to pre-plan and implement traffic solutions on the west side of FM.	• # of hours of TxDOT collaboration
4.3 Research Alternative Funding for Transportation Projects and Traffic Solutions Research and apply for all applicable alternative funding opportunities related to transportation projects and traffic solutions.	• # of applications submitted for alternative funding in FY 23-24 • # of applications accepted for alternative funding in FY 23-24 • Amount of alternative funding awarded in FY 23-24

OBJECTIVE 5

Adopt a Future Facilities Strategy

Initiatives	Performance Metrics
5.1 Future Facilities Needs Assessment Complete a Future Facilities Needs Assessment based on Town build-out and a Town Hall Office Space Plan.	• Complete the Facilities Needs Assessment and present to TC by September 2024 • Complete the Town Hall Office Space Plan and present to TC by June 2024
5.2 Internal Land Acquisition Committee Create an internal land acquisition committee that analyzes parkland acquisition and future facility needs against current land opportunities and current infill properties.	• # of land acquisition committee meetings in FY 23-24 • # of acres of land acquisition in FY 23-24

OBJECTIVE 6

Adopt a Long-Range Financial Strategy

Initiatives	Performance Metrics
6.1 Increase the Homestead Exemption in Future Years Increase the Homestead Exemption to 20% by the FY 28-29 budget.	• % increase in the Homestead Exemption
6.2 Public Education on Municipal Finance and Debt Better educate Town Council and the public on municipal finance and how municipal debt works.	• Hold public work session(s) on municipal finance and debt by June 2024
6.3 Maintain the Town's I&S Rate to Fund CIP Projects that Maintain Current LOS Utilize debt to fund CIP projects that maintain current levels of service.	• I&S tax rate

OBJECTIVE 7

Recruit and Retain High-Quality Staff

Initiatives	Performance Metrics
7.1 Bring Forward a Mid-Year Market Adjustment Analyze the current compensation market adjustment needs and present a mid-year market adjustment to TC.	• Bring forward a mid-year market adjustment by February 2024
7.2 Annual Compensation and Classification Analysis Hire a full-time Senior Human Resources Generalist to perform annual Compensation and Classification Analysis to be presented as a part of the annual budget.	• Complete the Compensation and Classification Analysis, present to TC, and include corresponding market adjustments in the FY 24-25 Budget.

OBJECTIVE 8

Maintain Operational Continuity and Resiliency

Initiatives	Performance Metrics
8.1 Public Works Critical Infrastructure Security Perform upgrades as outlined by the 5-year critical infrastructure security initiative to meet DOH guidelines, as recommended by the Town's Water System Risk & Resiliency Assessment.	• Install recommended security enhancements at 4 locations by September 2024
8.2 Conduct a Town-wide Cybersecurity Risk Assessment Conduct a Town-wide Cybersecurity Risk Assessment in FY 23-24.	• Perform risk assessment by September 2024
8.3 Conduct Annual Risk Assessments and Response Plans Conduct 1 Full Scale Emergency Operations Exercise in FY 23-24	• Conduct Emergency Operations Exercise by September 2024

OBJECTIVE 9

Promote Transparency and Public Engagement

Initiatives	Performance Metrics
9.1 Regularly Update the Town's Website Create a monthly webpage update schedule to ensure review of every webpage on the Town's website is updated at least once a year.	• # of webpages updated
9.2 Continue to Expand FloMo Convos Perform 2 separate FloMo Convos sessions in FY 23-24.	• # of FloMo Convos sessions conducted