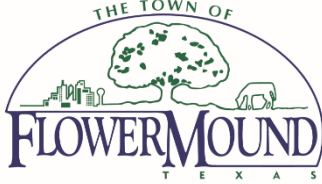


Town Council Regular Meeting



January 16, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with a single member of Town Council participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

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. National Accreditation of the Flower Mound Senior Center

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

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

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding 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. January 18 Work Session
2. February 5 Regular Meeting

J. CONSENT ITEM(S)

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

1. Minutes 12/18 - Consider approval of the minutes from a regular meeting held on December 18, 2023.
2. PSA - Lighthouse Booster Station Demo - Consider approval of a Professional Services Agreement with Westwood Professional Services, Inc., for the design phase services associated with the Lighthouse Booster Station Demolition project, in the amount of \$38,180.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Sale/consumption of alcohol - 2024 Independence Fest - Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2024 Independence Fest. (The Parks Board recommended approval by a vote of 6 to 0 at the December 7, 2023 meeting.)
4. Playground Replacements - Jake's Hilltop Park - Consider approval of the purchase and installation of the 2023-2024 Playground Replacements project, for Jake's Hilltop Park Playground, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$398,437.00.
5. Easement Abandonment (Bridlewood Subd) - Consider approval of an ordinance vacating and abandoning the existing 7.5-foot utility easement located along the southern property line of Lot 3, Block 42, of Belmont at Bridlewood Phase 2 Subdivision. The property is generally located south of Waketon Road and east of Kings Road.
6. Meter Testing, Repair, and Replacement Services - Consider approval of Service Contract 2024-6-A with UWS, Inc. to provide Meter Testing, Repair, and Replacement Services; and authorization for the Mayor to execute the same on behalf of the Town.

7. CIP Amendment No. 2 - Consider approval of Amendment No. 2 to the Fiscal Year 2023-2024 Capital Improvement Program
8. Purchase of Chevrolet Vans - Consider approval of the purchase of (2) two Chevrolet Express 3500 Vans w/ KUV Bodies for Facilities Management, which replaces Units 59200-11 & 59200-13 in the amount of \$143,109.20.
9. Campaign Treasurer Appointment - Consider approval of an Ordinance to create a process for the termination of an inactive Campaign Treasurer Appointment.
10. Ambulance Purchase - Consider approval of the purchase of a 2024 Ford F450 Frazer ambulance for the Fire and Emergency Services Department from Sterling McCall, through the Houston- Galveston Area Council of Governments Contract (H-GAC) #AM10-23, in the total amount of \$344,850.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. Charter Amendments - Discuss and consider possible Charter amendments.
2. ZPD23-0006 – Hopewell Gerault Industrial - Public Hearing to consider an ordinance amending the zoning (ZPD23-0006 – Hopewell Gerault Industrial) from Planned Development District No. 174 (PD-174) with Campus Industrial District (CI) uses to Planned Development District No.199 (PD-199) with Campus Industrial District (CI) uses. The property is generally located south of Lakeside Parkway and east of Gerault Road. (PZ recommended approval by a vote of 6 to 0 at its January 8, 2024, meeting.)
3. TRP23-0021 - Hopewell Gerault Industrial - Public Hearing to consider an application for a tree removal permit (TRP23-0021) for three (3) specimen trees on property proposed for development as Hopewell Gerault Industrial. The property is generally located east of Gerault Road and south of Lakeside Parkway. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its December 5, 2023, meeting)
4. FloMo Convo - Development - Consider and discuss feedback from the development community on the most recent installment of the Town's FloMo Convo outreach meetings.
5. Solid Waste Franchise Agreement Amendment - Public Hearing to consider adopting, on first reading, an ordinance amending an ordinance of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services, in order to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%; and adding a Green Waste Pilot Program, at no charge to the Town which will provide for the pickup of green waste (such as brush, leaves, grass, weeds and other vegetation) from residents.

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.

1. Discuss and consider designating the Tax Increment Reinvestment Zone No. 1 chair.

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, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs

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: January 12, 2024, at 10:35 a.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

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

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



December 18, 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
Ray Watson, Director of Economic Development
Melissa Demmitt, Director of Communications
Paul Henley, Fire Chief

B. INVOCATION

Chaplain Liles gave the invocation.

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

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

Mayor France led the pledges.

D. PRESENTATION(S)

1. Proclamation and presentation of Hometown Hero banner to Alexandre Migala
Mayor France recited the proclamation and presented it to Alexandre Migala.

2. Announcement and presentation of the 2023 Outstanding Citizen Award
Ms. Scott gave a presentation and announced Mary Kay Walker as the recipient (posthumously).

E. PUBLIC COMMENT

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

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

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

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

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

	Speaker name and address	Subject (as written on the form)
1.	Lori Walker, 4913 Kingswood	Furst Ranch PID
2.	Nicole Smith Woodard, 1917 Protea Dr	Support of K1
3.	Brian White, 6050 Long Prairie	Support of K1
4.	John Wells and Angie Cox	50 years - Women of Flower Mound and Summit Club 50th anniversary
5.	David Simes, 2408 Bachman Dr	procurement process
6.	Daniel Marold, 324 Loma Alta Dr	Furst Ranch/Support
7.	Nick Paraskevopoulos, 3105 Dwyer Ln*	Furst Ranch/Support
8.	Bobbi Byrne, 2404 Gramercy Park*	Furst Ranch/Support
9.	Chris Byrne, 2404 Gramercy Park*	Furst Ranch/Support
10.	Randi Paraskevopoulos, 3105 Dwyer Ln*	Furst Ranch/Support
11.	Brad Ruthrauff, 3302 Pecan Meadow*	Furst Ranch/Support
12.	Becky Williams, 3302 Pecan Meadow*	Furst Ranch/Support
13.	Scott Murray, 2821 Cape Brett*	Furst Ranch/Support
14.	David Woodard, 1917 Protea Dr*	Furst Ranch/Support

15.	Jim Moul, 1100 14th St, Argyle*	Furst Ranch/Support
16.	Tisha White, 6050 Long Prairie Rd*	Furst Ranch/Support

* Indicates person did not wish to speak

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
There were Council announcements regarding:

- Wreaths Across America
- Well wishes for the holiday season

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
Ms. Demmitt gave a presentation identifying various holiday events the Town has offered or participated in.

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).

Mayor France expressed interest in understanding the Town's guidelines as it relates to procurement methods, and particularly for small business set-asides. There was Council consensus to have a future discussion on the topic.

I. COORDINATION OF CALENDARS

Mayor France noted the following meeting dates. All Councilmembers indicated being available for those dates except Councilmember Drew who has a scheduling conflict with January 16 and 18.

1. January 1 - Regular meeting canceled due to New Year's Eve holiday
2. January 15 - Rescheduled to Tuesday, January 16 due to the Martin Luther King Jr. holiday
3. January 18 - Work Session

J. **CONSENT ITEM(S)**

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

ACTION: Jim Engel moved to approve consent items J. 1 - 9 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

1. Minutes 12/4 - Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on December 4.
2. Lower Timber Interceptor - BuyBoard Award - Consider approval of Sanitary Sewer Rehabilitation Services related to the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through BuyBoard, in the amount of \$757,606.85.
3. Morriss Waterline Phase III - Construction Materials Testing - Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Morriss Road Water Line Phase III (Eaton to Waketon) project, in the amount of \$51,617.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Tealwood Oaks Park Improvements - Construction Materials Testing - Consider approval of a Professional Services Agreement with ECS Southwest, LLP to provide construction materials engineering and testing, for the Tealwood Oaks Park Improvements project, in the amount of \$18,663.50; and authorization for the Mayor to execute same on behalf of the Town.
5. Slurry Seal Annual Contract - Consider approval of the annual purchase contract for Annual Slurry Seal Services with Viking Construction, Inc, through a City of Denton Contract (#7619) for an estimated annual amount of \$120,000.
6. Concrete Truck Purchase - Consider approval of the purchase of a Mack GR64BR concrete mixer truck for the Public Works Department from Bruckner Truck Sales, through Houston-Galveston Area Contract (HGAC) # HT06-20, in

the total amount of \$219,900.00; and authorization for the Mayor to execute same on behalf of the Town.

7. Network Switch Replacement Project - Consider approval of a Professional Services Agreement for Network Switch Replacements by Centre Technologies, Inc., in the amount not to exceed \$325,763.83; and authorization for the Mayor to execute same on behalf of the Town.
8. Axon Body Worn Camera Agreement - Consider approval of a Master Services and Purchasing Agreement and quote from Axon Enterprises, Inc. for the purchase of body worn camera products in the amount of \$8,789.76 and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of the 2023 Annual Report for th - Consider approval of the 2023 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board approved by a vote of 4 to 0 at its December 14, 2023, meeting.)

K. REGULAR ITEM(S)

1. Furst Ranch PID Presentation - Presentation and discussion of a proposed Public Improvement District for the Furst Ranch development project.
Mary Petty, P3 Works, gave a presentation identifying or noting:
 - PID vs. TIRZ
 - principles and process
 - costs
 - traditional zoning and land use
 - master planned development
 - this PID in this Town
 - transparency required
 - homebuyer disclosure
 - what's already been done
 - Town's obligation to respond
 - if ballot passes - "yes" vote
 - building blocks that will get us there (Town Council - landowner)

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

- cost clarification (PID costs, PID direct infrastructure, PID zone improvements)
- homebuyer notification
- ballot language
- assessments time line

- how important is a PID for a large-scale development

Applicant presentation

Corey Admire, Shupe Ventura and Jack Furst, Furst Ranch

Ms. Admire gave a presentation identifying or noting:

- why a PID
- zoning
- what residents want
- projected public infrastructure cost - \$1.25 billion
- Furst Ranch opportunity
- next steps

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

- non CIP portion - cost and responsibilities
- developer accountability (performance requirements and timing)
- clarification regarding language within the request regarding municipal services
- interest in understanding more about compliance and best practices (established before putting it forward on the ballot)
- availability of the developer for town hall meetings to answer questions about the PID, including a website resource
- what are the consequences if Council doesn't send the PID option to the voters
- rule 11 agreement and the possibility of putting that in the past if it goes to the voters

2. Proposed Charter Amendments - Discuss and consider possible Charter amendments.

Ms. Scott gave a presentation identifying or noting:

- recap
- proposed amendments remaining for discussion
- next steps

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

- current agenda items that are above the Town Manager's signing authority

- possible missed opportunities due to the public-private partnership language in the charter

There was Council discussion about the proposed amendments regarding:

- Town manager signing authority
- TIRZ (super majority options or no action at all)
- Public Private Partnership (voter approval vs. Council supermajority option) as well as other options for voter approval language

Ms. Scott summarized that the direction based on the general consensus is to move forward:

1. with previously discussed and agreed-upon proposed amendments
2. Town Manager signing change

and more information will be provided regarding the topic of Public Private Partnerships for continued discussion on January 16.

3. Economic Development Incentive Policy - Public Hearing to consider approval of a resolution adopting updates to the Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.

Mr. Watson gave a presentation identifying or noting:

- policy update
- language changes

Mayor France opened the public hearing at 9:12 p.m. No one spoke. Mayor France closed the public hearing at 9:12 p.m.

RESOLUTION NO. 34-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE TOWN OF FLOWER MOUND; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION:	Adam Schiestel moved to approve K.3. as presented in the agenda caption. Ann Martin seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

4. ZPD23-0004 - Titensor Dental - Public Hearing to consider an ordinance for rezoning (ZPD23-0004 – Titensor Dental) to amend Planned Development No.

64 (PD-64) with Office District and Retail District-1 uses to modify the conceptual plans, add conceptual elevations, and modify the development standards, with certain modifications and exceptions to the Code of Ordinances. The property is generally located west of Long Prairie Road and north of Bob White Lane. (PZ recommended approval by a vote of 5 to 0 at its December 11, 2023, meeting.) Mayor France opened items 4 and 5 at the same time.

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- exception request
- PD 64 amendments
- concept plan
- site photos
- PD 64 current concept plan
- concept landscape plan
- tree survey
- concept elevations
- renderings

and she responded to questions from Council regarding:

- retention pond/drainage

Applicant presentation

Brett Titensor, Titensor Dental

Mr. Titensor gave a presentation identifying or noting:

- company background information
- new building design

and he responded to questions from Council regarding:

- future plans for the vacant lot

Mayor France opened the public hearing for items 4 and 5 at 9:30 p.m. No one spoke. Mayor France closed the public hearing for items 4 and 5 at 9:30 p.m.

ORDINANCE NO. 56-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 12-98, WHICH ESTABLISHED PLANNED DEVELOPMENT

DISTRICT NO. 64 (PD-64) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 3.422 ACRES OF LAND SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NO. 11346, DENTON COUNTY, TEXAS, BY AMENDING THE DEVELOPMENT STANDARDS, AMENDING THE CONCEPT PLAN TO ESTABLISH A CONCEPTUAL SITE PLAN AND A CONCEPTUAL LANDSCAPE PLAN, AND ADDING CONCEPTUAL ELEVATIONS; 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: Brian Taylor moved to approve K.4. as presented in the agenda caption. Jim Engel seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

5. TRP23-0018 - Titensor Dental - Public Hearing to consider an application for a tree removal permit (TRP23-0018) for two (2) specimen trees on property proposed for development as Titensor Dental. The property is generally located west of Long Prairie Road and north of Bob White Lane. (The Environmental Conservation Commission recommended approval of both specimen trees proposed for removal by a vote of 6-0-0 at its October 3, 2023, meeting.)

ACTION: Brian Taylor moved to approve K.5. as presented in the agenda caption. Jim Engel seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

6. ZPD23-0008 - Robertson's Creek Addition Lot 4ARA, Block A Signage Amendment - Public Hearing to consider an ordinance for rezoning (ZPD23-0008- Robertson's Creek Addition Lot 4ARA, Block A Signage Amendment) to amend Planned Development District-95 (PD-95) with Retail District-2 uses by amending the comprehensive sign standards of PD-95 to allow additional signage for Lot 4ARA, Block A. The property is generally located south of Dixon Lane and west of Long Prairie Road at 5891 Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its December 11, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location

- land use and zoning
- rear building signs
- comprehensive sign package purpose
- site photos
- sign exhibit specifications

Mayor France opened the public hearing at 9:35 p.m. No one spoke. Mayor France closed the public hearing at 9:35 p.m.

ORDINANCE NO. 57-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 22-06 AND 10-09, WHICH ESTABLISHED AND AMENDED PLANNED DEVELOPMENT DISTRICT NO. 95 (PD-95) FOR R-2 RETAIL DISTRICT-2 USES AND C-2 COMMERCIAL DISTRICT-2 USES ON CERTAIN PROPERTY DESCRIBED AS THE ROBERTSON'S CREEK PLANNED DEVELOPMENT, BY AMENDING EXHIBIT "C," "DEVELOPMENT STANDARDS," TO CREATE SIGN REGULATIONS FOR A PORTION OF THE ROBERTSON'S CREEK PLANNED DEVELOPMENT DESCRIBED AS LOT 4ARA, BLOCK A OF THE ROBERTSON'S CREEK ADDITION; BY ADDING EXHIBIT "I," "LOT 4ARA SIGN PACKAGE"; 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: Adam Schiestel moved to approve K.6. as presented in the agenda caption. Jim Engel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

7. Z23-0002 - The River Walk at Central Park, Promenade Way - Public Hearing to consider an ordinance for rezoning (Z23-0002 - The River Walk at Central Park, Promenade Way) to amend the development standards for The River Walk at Central Park related to Article II - Uses to propose standards for Extended Stay Hotel and to update the conceptual plan exhibits. The property is generally located north of Cross Timbers Road, west of Morriss Road, and east of Long Prairie Road. (PZ recommended approval by a vote of 4 to 2 at its November 13, 2023, meeting.) (Town Council postponed this item to December 18 by a vote of 4 to 0 at its December 4, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location

- land use and zoning
- concept subdistrict map
- Article II - uses
- concept building height
- site photos

and she responded to questions from Council regarding:

- planned amenities
- parking

Applicant Presentation

Randi Rivera, McAdams and Mike Patel, The Patel Group

Ms. Rivera, gave a presentation identifying or noting:

- building heights amendment
- proposed extended stay hotel (why/demand)
- townplace suites, including photo examples

and she or Mr. Patel responded to questions from Council regarding

- limited service versus extended stay
- neighborhood meetings
- concerns regarding changing the original plan for the River Walk
- walkability
- building architecture
- site or preliminary plans

Mayor France opened the public hearing at 10:03 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.		Robert Blum, 3916 Saturn St	
2.		James George, 3932 Saturn St	

3.		Leah Davies, 2537 Gramercy Parks Dr*	

**indicates did not wish to speak.*

Mayor France closed the public hearing at 10:10 p.m.

Council Discussion

There was Council discussion regarding:

- River Walk vision and interest in having movement on the public amenities
- benefit that the hotel could offer the River Walk development

ACTION: Adam Schiestel moved to deny K.7. Chris Drew seconded the motion.
AYES: Ann Martin, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: Jim Engel
ABSTAIN: None
RESULT: 4 : 1

8. Public Hearing (Z20-0005 - The River Walk at Central Park) - Public Hearing to consider an ordinance for rezoning (Z20-0005 - The River Walk at Central Park) to amend the development standards for The River Walk at Central Park related to Article II - Uses and Article XI - Signage and to update the Concept Ground Sign Location exhibit. The property is generally located north of Cross Timbers Road, west of Morriss Road, and east of Long Prairie Road. (PZ recommended approval by a vote of 5 to 1 at its November 13, 2023, meeting.) (Town Council postponed this item to December 18 by a vote of 4 to 0 at its December 4, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- concept subdistricts map
- uses - amendment
- signage - amendment

and she responded to questions from Council regarding:

- noise restrictions
- future sign amendment requests
- special events

- 2 year review

Randi Rivera, McAdams, gave a presentation identifying or noting:

- central park marquee sign request
- ground sign exhibit
- waterfront alley sign
- land use changes
- neighborhood outreach

and she responded to questions from Council regarding:

- signage size (70 square feet versus 60 square feet)
- land use changes
- neighborhood outreach
- alley letters (size)

Mayor France opened the public hearing at 10:56 p.m. No one spoke. Mayor France closed the public hearing at 10:56 p.m.

Council Discussion

There was Council discussion regarding:

- there is some benefit for the changes
- the reasonableness of the request

ORDINANCE NO. 59-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 46-08 AND ORDINANCE NO. 05-15, THE RIVER WALK AT CENTRAL PARK ADDITION, AS AMENDED, THROUGH THE AMENDMENT OF EXHIBIT "A" DEVELOPMENT STANDARDS AND CONCEPT PLANS," BY AMENDING ARTICLE II-USSES AND BY REPLACING ARTICLE XI - SIGNAGE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Ann Martin moved to approve K.8. as written with the following changes:

- to include 70 square feet as requested for signage
- to allow the alley front sign as demonstrated; subject to staff

approval

Jim Engel 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 action taken.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 6:41 p.m. pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations.

1. Consultation with Town Attorney.

a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al

b. Canyon Falls Park

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, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

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 7:37 p.m. and there was no action on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 11:00 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: January 16, 2024
FROM: David Brockway, Construction Manager
ITEM: **Consider approval of a Professional Services Agreement with Westwood Professional Services, Inc., for the design phase services associated with the Lighthouse Booster Station Demolition project, in the amount of \$38,180.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Lighthouse Booster Station Demolition project provides for the demolition and removal of the nonoperational water booster station originally constructed with the Tour 18 Estates subdivision in 1995. The station has been abandoned for approximately 10 years and has experienced system leaks, flooding, and freeze damage. The demolition includes removal of the booster station structure directly adjacent to Lighthouse Drive in the Tour 18 Estates neighborhood, including all pipes, valves, pumps and electrical equipment. The project also provides for replacing the abandoned booster station and piping with a straight section of buried 8-inch water main.

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to demolish the booster station, which has been out of commission since the installation of the Freeman Elevated Tank, will cause the station to further deteriorate, continue to be a source of water system leaks, and could house mold, pests, etc.

FISCAL IMPACT: \$38,180.00

Proposed Expenditure/(Revenue)
\$38,180.00

Account Number(s):
630-960-96022-6070

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. Westwood PSA Design Services for Lighthouse Booster Stn Demolition
2. Lighthouse Booster Demo - Exhibit A-B
3. 2023-12-13_Town of Flower Mound

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Westwood Professional Services, Inc.**

This contract is entered into on this **st day of , 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 **Westwood Professional Services, Inc.** (“hereinafter referred to as “CONSULTANT”) whose address is 4060 Bryant Irvin Rd., Fort Worth, TX 76109.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Lighthouse Booster Station Demolition project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Lighthouse Booster Station Demolition 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 Thirty-Eight Thousand One Hundred Eighty and No/100 Dollars (\$38,180.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the

amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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:

David Brockway, P.E.,
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 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);

If the policy will not provide the required notifications above, the insured shall satisfy the requirements of this paragraph.

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

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:

David Brockway, P.E.,
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 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:

Brian O’Neill, P.E., C.F.M.
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, Suite 1400
Dallas, Texas 75231
972-235-3031 Telephone
brian.oneill@westwoodps.com

Westwood Professional Services, Inc.,
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
Attention: General Counsel
Email: legal@westwoodps.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:
Westwood Professional Services, Inc.

DocuSigned by:

By: Rob Copouls

Name: Rob Copouls

Title: Senior Vice President, PI

12/13/2023

Date Signed: _____

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ in his capacity as _____ of _____, a _____ 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 _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_, 20____.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT 'A' – SCOPE OF SERVICES

LIGHTHOUSE BOOSTER STATION DEMOLITION

PROJECT DESCRIPTION:

This project includes demolishing the 15'x18' one story booster station structure and associated pumps, piping and electrical adjacent to Lighthouse Drive in the Tour 8 neighborhood and replacing the connected existing 8" water main and 4 water valves along Lighthouse Drive with straight line 8" water main.

The structure consists of wood stud insulation walls with stone veneer and shingle roof over slab on grade. The existing booster station is nonoperational. Due to its age, asbestos is not anticipated. Underground water piping to be removed or abandoned in place. (PROJECT)

BASIC SERVICES:

- A. Project Management, Coordination & Permitting
 1. Manage the Team:
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Allocate team resources
 2. Communications and Reporting:
 - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
 - Conduct review meetings with the OWNER at the end of each design phase.
 - Prepare and submit monthly invoices in the format acceptable to the OWNER.
 - Prepare and submit monthly progress reports, as needed.
 - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
 3. Utility Clearance:
 - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
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or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (50% Submittal)

CONSULTANT will develop the Preliminary design of the infrastructure as follows.

1. Data Collection

- In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

2. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:

- Cover Sheet
- General Notes
- Project Layout & Control Sheet
- Demolition and Tree Protection Plans
- Water Replacement and Temporary Service Plans
- Erosion Control Sheets
- Traffic Control Plans
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.

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4. Submit three (3) half sized 11"x17" of preliminary 50% plans, PDF of plans, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

C. Final Design (95% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any). The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
3. Submit three (3) half sized 11"x17" sets of 95% plans, three (3) sets of 95% construction contract documents, PDF of plans/contract documents, and 95% opinion of probable construction costs for OWNER review.
4. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
5. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
6. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
7. Submit three (3) sealed (100%) half size 11"x17" sets of final plans and construction documents for OWNER use and five (5) half size 11"x17" sets of final plans and construction contract documents for bidding along with sealed PDF copy of plans & contract documents.
8. Submit DWG and any word documents (if requested) to the OWNER on a CD-ROM disk, flash drive, or other digital delivery method.

D. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bidder Assistance:
 - The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.

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2. Conformed Construction Documents:

- Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

E. Project Completion

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing half size 11"x17" black and white PDF images, TIFF images and AutoCAD files.

F. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work

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will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be tied. Additional surveying may be necessary to verify the limits of drainage areas and channel transitions.

5. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20' adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

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7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Services not included in this contract:

- *Drainage Area Map and Drainage Calculations*
- *Paving reconstruction plans*
- *Drainage facility replacement*
- *Water network analysis or recommendation*
- *Construction Phase services*
- *Subsurface Utility Exploration/Engineering*
- *As-built surveys of constructed improvements*
- *Public hearings or Town Council/Commission meetings*
- *Geotechnical engineering*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Construction observation or inspection services*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Traffic Signal Design*
- *Illumination Design*
- *Phase II Environmental Site Assessments*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
Town of Flower Mound, Texas
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EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

LIGHTHOUSE BOOSTER STATION DEMOLITION

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$ 38,180.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A.	Project Management, Coordination & Permitting	\$ 5,100.00
B.	Preliminary Design (50% Submittal)	14,650.00
C.	Final Design (95% & 100% Submittals)	9,160.00
D.	Bid Phase Services	2,200.00
E.	Project Completion	730.00
F.	Direct Expense (Not to Exceed)	<u>840.00</u>
		\$ 32,680.00

Special Services

A.	Field Survey	<u>5,500.00</u>
		\$ 5,500.00

TOTAL **\$ 38,180.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

Project No.: P0051300.00

Client: Town of Flower Mound, Texas

Project Title: Lighthouse Booster Station Demolition

FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

December 1, 2023

DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	QNTY	UNIT	PROJ MGR	SENIOR ENGR	STR/ELEC/HYD ENGR	PROJECT ENGR	DESIGN TECH/EIT	TECH. CADD	QA/QC REVIEW	ADMIN ASST		
			\$275.00	\$220.00	\$190.00	\$180.00	\$155.00	\$120.00	\$220.00	\$90.00		
PROJECT MANAGEMENT	4	MTH	4.0	5.0							9.0	\$ 2,200.00
PROJECT START-UP AND COORDINATION												
PRELIMINARY CONFERENCE WITH CLIENT	2	N/A		1.0		1.0					2.0	\$ 400.00
COORDINATE WITH OUTSIDE AGENCIES / FRANCHISE UTILITY	1	N/A		2.0		2.0					4.0	\$ 800.00
COLLECT & REVIEW EXISTING DATA	1	N/A				5.0					5.0	\$ 900.00
SITE VISIT	1	EACH		2.0		2.0					4.0	\$ 800.00
											SUB-TOTAL =	\$ 5,100.00
PRELIMINARY DESIGN (50% SUBMITTAL)												
COVER SHEET / INDEX	1	SHEET				0.5	1.5				2.0	\$ 322.50
GENERAL NOTES SHEET	1	SHEET				1.0	0.5				1.5	\$ 257.50
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	1	SHEET				0.5	4.0				4.5	\$ 710.00
DEMOLITION AND TREE PROTECTION PLAN	2	SHEET		0.5		4.0	12.0		0.5		17.0	\$ 2,800.00
WATER REPLACEMENT AND TEMPORARY WATER SERVICE	1	SHEET		0.5		8.0	12.0		0.5		21.0	\$ 3,520.00
TRAFFIC CONTROL PLANS	5	SHEET		2.0		4.0	12.0		1.0		19.0	\$ 3,240.00
EROSION CONTROL PLANS	1	SHEET				1.0	4.0				5.0	\$ 800.00
DETAIL SHEETS	3	SHEET				1.0	8.0				9.0	\$ 1,420.00
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A		1.0		2.0			0.5		3.5	\$ 690.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	2	EACH		2.0		2.0				1.0	5.0	\$ 890.00
											SUB-TOTAL =	\$ 14,650.00
FINAL DESIGN (95% & 100% SUBMITTAL)												
COVER SHEET / INDEX	1	SHEET				0.5	1.0				1.5	\$ 245.00
GENERAL NOTES SHEET	1	SHEET				0.5					0.5	\$ 90.00
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	1	SHEET					1.0				1.0	\$ 155.00
DEMOLITION AND TREE PROTECTION PLAN	2	SHEET				4.0			0.5		4.5	\$ 830.00
WATER REPLACEMENT AND TEMPORARY WATER SERVICE	1	SHEET				4.0			0.5		4.5	\$ 830.00
TRAFFIC CONTROL PLANS	5	SHEET				4.0	16.0		1.0		21.0	\$ 3,420.00
EROSION CONTROL PLANS	1	SHEET					2.0				2.0	\$ 310.00
DETAIL SHEETS	3	SHEET					4.0				4.0	\$ 620.00
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A		1.0		2.0			0.5		3.5	\$ 690.00
SPECIFICATIONS	1	BOOK		4.0		1.0			0.5		5.5	\$ 1,170.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	2	N/A		2.0		2.0					4.0	\$ 800.00
											SUB-TOTAL =	\$ 9,160.00
BID PHASE SERVICES												
BIDDING ASSISTANCE	1	N/A		2.0		4.0	2.0				8.0	\$ 1,470.00
CONFORM PLANS & CONTRACT DOCUMENTS	1	N/A		0.5			4.0				4.5	\$ 730.00
											SUB-TOTAL =	\$ 2,200.00
PROJECT COMPLETION												
RECORD DRAWINGS	10	SHEET		0.5			4.0				4.5	\$ 730.00
											SUB-TOTAL =	\$ 730.00
HOURS SUB-TOTALS			4.0	26.0	0.0	56.0	88.0	0.0	5.5	1.0	180.5	\$ 31,840.00
TOTAL LABOR COSTS			1,100.00	5,720.00	-	10,080.00	13,640.00	-	1,210.00	90.00	\$ 31,840.00	
% OF TOTAL HOURS			2.2%	14.4%	0.0%	31.0%	48.8%	0.0%	3.0%	0.6%	100.0%	

Project No.: P0051300.00

Client: Town of Flower Mound, Texas

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FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

December 1, 2023

DESCRIPTION OF WORK TASK	BASIS OF MANHOURLY ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL MH'S PER TASK	TOTAL FEE PER TASK
			PROJ MGR	SENIOR ENGR	STR/ELEC/HYD ENGR	PROJECT ENGR	DESIGN TECH/EIT	TECH. CADD	QA/QC REVIEW	ADMIN ASST		
	QNTY	UNIT	\$275.00	\$220.00	\$190.00	\$180.00	\$155.00	\$120.00	\$220.00	\$90.00		
PRINTING & REPRODUCTION EXPENSES						QUANTITY	UNIT PRICE	AMOUNT	ENGINEERING			
PRINTING - 11 X 17 PLANS (REVIEW SETS)	9	SETS	15	PLOTS/SET	135	1.00	135.00	LABOR COSTS:			\$ 31,840.00	
PRINTING - 22 X 34 PLANS (REVIEW SETS)	0	SETS	15	PLOTS/SET	0	1.50	-	DIRECT EXPENSES			840.00	
PRINTING - 22 X 34 PLANS (UTILITY CLEARANCE SETS)	0	SETS	15	PLOTS/SET	0	1.50	-	TOTAL ENGINEERING (Basic Services)			\$ 32,680.00	
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	15	PLOTS/SET	0	3.00	-					
PRINTING - 22 X 34 PLANS (BID SETS)	0	SETS	15	PLOTS/SET	0	1.50	-	OTHER DIRECT COSTS - (Special Services)				
PRINTING - 11 X 17 PLANS (BID SETS)	5	SETS	15	PLOTS/SET	75	1.00	75.00	Field Survey - Westwood PS			\$ 5,500.00	
PRINTING - 22 X 34 PLANS (AS-BUILT SETS)	0	SETS	15	PLOTS/SET	0	3.00	-					
PRINTING - 11 X 17 PLANS (AS-BUILT SETS)	1	SETS	15	PLOTS/SET	15	1.00	15.00					
MYLAR PREPARATION	0	SETS	15	PLOTS/SET	0	4.00	-					
PDF PREPARATION	2	SETS	15	PLOTS/SET	2	10.00	20.00					
SPECIFICATIONS - 8.5 X 11 PAPER COPIES	6	SETS	100	COPIES/SET	600	0.10	60.00					
SPECIFICATIONS - 8.5 X 11 PAPER COPIES (BID SETS)	5	SETS	100	COPIES/SET	500	0.10	50.00	TOTAL ENGINEERING (Special Services)			\$ 5,500.00	
TOTAL PRINTING & REPRODUCTION EXPENSES							\$ 355.00					
DIRECT EXPENSES								TOTAL DESIGN FEE			\$ 38,180.00	
PLOTTING - 11 X 17 PAPER PLOTS	5	SETS	15	PLOTS/SET	75	1.00	75.00					
REPRODUCTION - 8.5 X 11 PAPER COPIES	150	COPIES			150	0.10	15.00					
DELIVERY SERVICE	4	PKGS			4	15.00	60.00					
AUTO EXPENSE	6	TRIPS	85	MI /TRIP	510	0.66	335.00					
TOTAL PER PHASE DIRECT EXPENSES							\$ 485.00					



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

DATE: January 16, 2024
FROM: Travis Cunniff, Assistant Director of Parks and Recreation
ITEM: **Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2024 Independence Fest. (The Parks Board recommended approval by a vote of 6 to 0 at the December 7, 2023 meeting.)**

BACKGROUND: Staff is requesting approval of the sale of alcoholic beverages (beer and wine) at the 2024 Independence Fest that will be held on Thursday, July 4, 2024 at Bakersfield Park. On December 2, 2022, the Town Council unanimously approved alcohol sales for the festival held on July 4, 2023. There have been no issues or concerns related to the sale of alcoholic beverages during the previous twelve Independence Fest signature events.

The sale of beer and wine on park property requires Parks Board consideration and the Town Council's approval since the event will be held at Bakersfield Park. An excerpt from the Code of Ordinances states:

- It shall be unlawful to possess alcoholic beverages in any portion of a public park or recreation facility, with the exception that the use of alcoholic beverages may be permitted during designated activities upon recommendation of the Town's Parks Board and with approval of the Town Council.

Similar to what has been planned for previous events, Promoter Line, Inc., will secure a third-party retailer to handle the sale of alcoholic beverages. The retailer will take on the risk and liability of selling alcohol at the festival. Additionally, the retailer will acquire all appropriate licenses and permits from the Texas Alcoholic Beverage Commission and name the Town as an additional insured on their liability insurance. The Town will be paid a 25% commission on the total beverage sales.

If approved for the event, alcohol would be prohibited from being taken out of the fenced-in festival area. Similar to previous years, this would be controlled by fencing, signage, police officers, and festival security staff. With the festival taking place on Independence Day, the Town has instructed the Flower Mound Youth Sports Association to not schedule their National "The Natty" baseball tournament the week leading up to July 4th.

If the sale of alcohol is not approved for the event, the Town could lose sponsorship opportunities and the revenue stream created by the sale of alcoholic beverages. For the 2023 festival, Budweiser sponsored the festival by contributing \$3,000, donating the backdrops for the stage, and producing event signage. In addition, the Town received \$13,992 in commissions from the sale of beverages for the 2023 event.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its [December 7, 2023](#), regular meeting.

ALTERNATIVES: If the sale of alcohol is not approved for the event, the Town will still run the event but would lose the revenue stream created by the sale of alcoholic beverages and possibly lose sponsorship opportunities.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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



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

DATE: January 16, 2024
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of the 2023-2024 Playground Replacements project, for Jake's Hilltop Park Playground, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$398,437.00.**

BACKGROUND: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2023-2024 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Jake's Hilltop Park playground is one of the playgrounds funded.

The playground will include equipment designed for 2-5 year old children & 5-12 year old children, swings with integrated shade structure, and new engineered wood fiber play surfacing. The new playground will additionally include a stand-alone climbing structure, a multi-child spinner, and a self-powered electronic game designed to encourage friendly competition and develop hand-eye coordination.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$398,437.00

Proposed Expenditure/(Revenue)
\$398,437.00

Account Number(s):
317-110-90824-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Playground Equipment Renders
3. Form 1295 (Internal Use)

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

Child's Play, Inc.

10661 Shady Trail
Dallas, TX 75220
(P) 972-484-0600 (F) 972-484-0333

ADDRESS

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

SHIP TO

Jake's Hilltop Park
4975 Timber Creek Road
Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
23-2092	11/29/2023	02/16/2024

P.O. NO.
22565

SALES REP
KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNUIN Custom Nucleus/Intensity Series Playground Structure Ages 5-12 Structure, Ages 2-5 Structure, Three Bay Single Post Swing with Shade & (3) Belt Seats, (1) ADA Seat, (2) Tot Seats, 2-5 Climber, Comet Spinner & Movmnt Electronic Game	1	282,437.00	282,437.00T
Wood Fiber Engineered Wood Fiber w/Fabric- Delivered - Approx. 7,855 sq. ft. Saving Top 3" of Existing Wood Fiber	1	7,250.00	7,250.00T
Freight Freight	1	12,600.00	12,600.00T
Installation Removal of Existing Play Structure, Wood Fiber & Haul Off	1	19,950.00	19,950.00
Installation Professional Turn-Key Installation of Playground Equipment & Wood Fiber	1	76,200.00	76,200.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	0.00	T

SUBTOTAL 398,437.00
TAX (0%) 0.00
TOTAL **\$398,437.00**

Accepted By

Accepted Date











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

DATE: January 16, 2024
FROM: Robert Pegg, Assistant Director of Engineering
ITEM: **Consider approval of an ordinance vacating and abandoning the existing 7.5-foot utility easement located along the southern property line of Lot 3, Block 42, of Belmont at Bridlewood Phase 2 Subdivision. The property is generally located south of Waketon Road and east of Kings Road.**

BACKGROUND: The owners of this property are requesting the abandonment of the existing 7.5-foot utility easement to allow the addition of a pool.

The current owners of the lot have signed the Hold Harmless and Indemnity Agreement for this abandonment. By signing the Hold Harmless and Indemnity 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 7.5-foot utility easement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance
2. Hold Harmless
3. Quitclaim Deed
4. Exhibit A

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 7.5-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN PROPERTY LINE OF LOT 3, BLOCK 42, OF BELMONT AT BRIDLEWOOD PHASE 2 SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS WHICH LOT IS MORE COMMONLY KNOWN AS 5309 BRISTOL DRIVE, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brandon and Jeanette Webster are the sole and current owners (the “Websters”) of Lot 3, Block 42, of Belmont at Bridlewood Phase 2 Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, also known as 5309 Bristol Drive (the “Property”); and

WHEREAS, the Town of Flower Mound (“Town”) has determined that the existing 7.5-foot utility easement located along the southern Property line (“Utility Easement”) is not needed for access to or maintenance of any public improvements in said easement; and

WHEREAS, the Websters 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 Websters, 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 Websters 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 16th DAY OF
JANUARY, 2024.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TRMC, MMC,
TOWN SECRETARY

STATE OF TEXAS)
)
COUNTY OF DENTON)

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

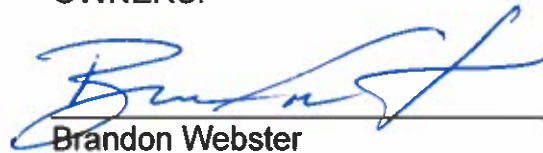
Brandon and Jeanette Webster are the sole and current owners ("Owners") of that certain property described as Lot 3, Block 42, of Belmont at Bridlewood Phase 2 Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Cabinet S, Page 192, Plat Records, Denton County, Texas, and also known as 5309 Bristol Drive (the "Property"). The Owners have requested the Town of Flower Mound ("Town") to abandon all rights, title, and interest to the existing 7.5-foot utility easement located along the south 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 the above described 7.5-foot utility easement, Owners do hereby agree to indemnify, hold harmless, and defend the Town, its agents, officers, and employees from any loss, damage, liability, or judgement, including reasonable attorney's fees and costs, on account of any damage to property and injuries whatsoever to all persons, that may arise as a result of the vacation, closing, and abandonment of the above described utility easement.

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

EXECUTED this 21 day of December, 2023.

OWNERS:



Brandon Webster



Jeanette Webster

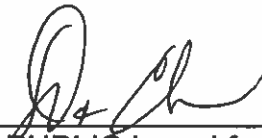
STATE OF TEXAS)
)
COUNTY OF DENTON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Brandon and Jeanette Webster 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.

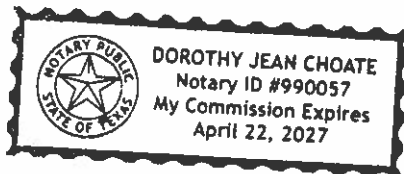
SUBSCRIBED AND SWORN TO BEFORE ME, on this the 21 day of December, 2023.

DOROTHY JEAN CHOATE
Notary ID #990057
My Commission Expires
April 22, 2027



NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 4.22.27



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

QUITCLAIM DEED

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the 7.5-foot utility easement which is located on property located at 5309 Bristol Drive, Town of Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefited by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the 16th day of January, 2024, 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, BRANDON AND JEANETTE WEBSTER 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 BRANDON AND JEANETTE WEBSTER, 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 in 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 16th day of January, 2024.

TOWN OF FLOWER MOUND, TEXAS

Derek France, MAYOR

STATE OF TEXAS §
 §
COUNTY OF DENTON §

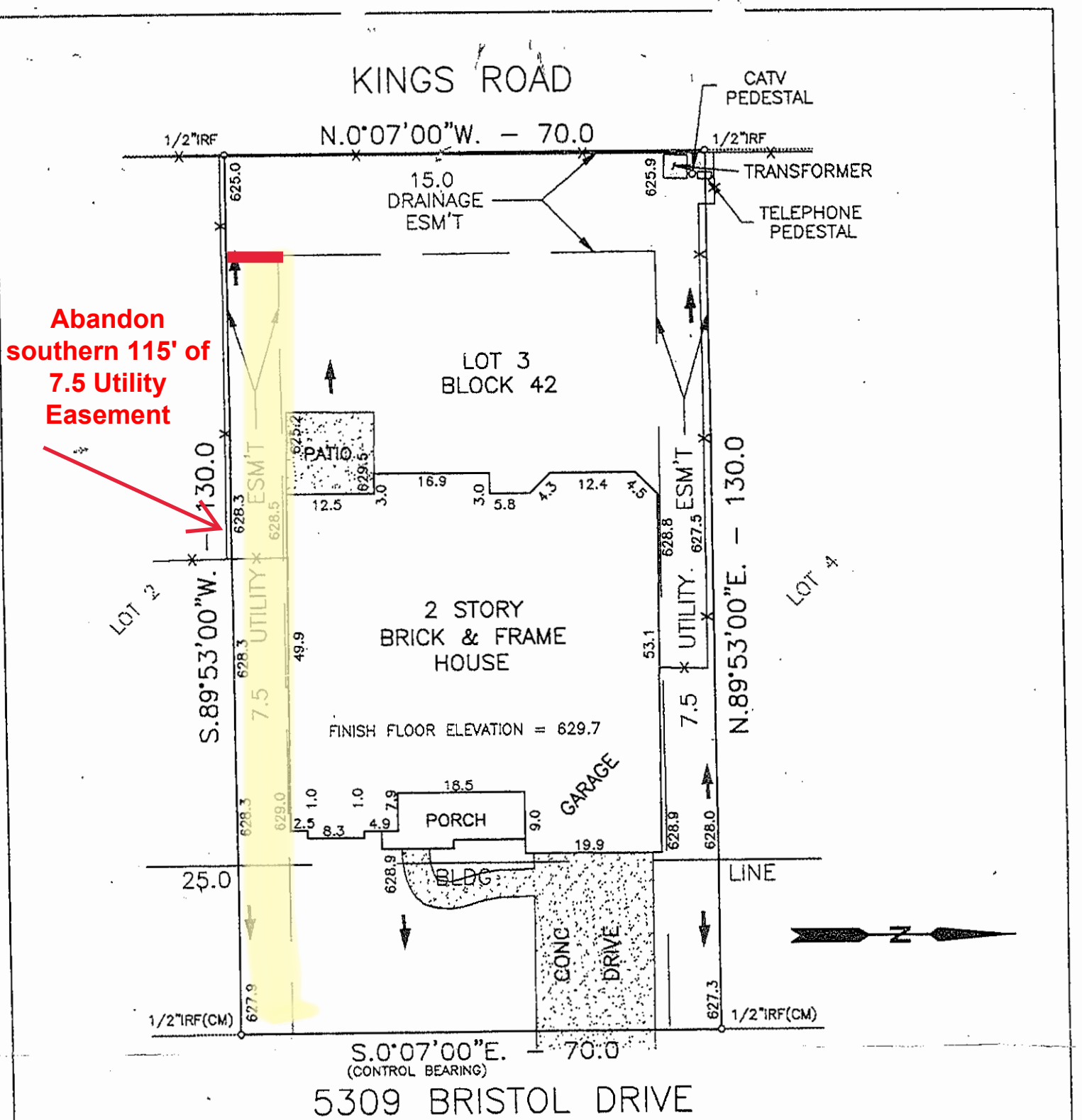
BEFORE ME, _____, Notary Public, on this day personally appeared Derek France, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein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

Given under my hand and seal of office this _____ day of _____, 2024.

(Seal)

NOTARY PUBLIC in and for the State of Texas

My Commission Expires:_____



PLAT SHOWING

Lot 3, in Block 42, of BELMONT AT BRIDLEWOOD, PHASE II, an Addition to the City of Flower Mound, Denton County, Texas, according to the Map or Plat thereof recorded in Cabinet S, Slide 192, Plat Records, Denton County, Texas.

Commonly known as 5309 Bristol Drive.

THIS PROPERTY IS LOCATED IN ZONE "X" AS DELINEATED AND GRAPHICALLY SCALED FROM THE F.I.R.M. COMMUNITY/PANEL No. 480777 0540 E, DATED APRIL 2, 1997 LOCALIZED FLOODING NOT DETERMINED.

GEODATA SURVEYING, INC.

P.O. BOX 13556
ARLINGTON, TEXAS
76094-0556
PHONE 817-261-2878

LAND SURVEYING
TOPOGRAPHIC
MAPPING

SCALE 1"=20'

LEGEND

- DRAINAGE FLOW
- IRON ROD
- X-X- FENCE LINE
- E-E- OVERHEAD UTILITY LINE

NOTE: BEARINGS BASED ON PLAT UNLESS OTHERWISE NOTED



I hereby certify this to be a true and correct representation of a survey made on the ground.

GLENN W. MILLER, R.P.L.S.--STATE OF TEXAS NO.4223
MARCH 12, 2002
DATE



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

DATE: January 16, 2024
FROM: Jon Olson, Meter Services Manager
ITEM: **Consider approval of Service Contract 2024-6-A with UWS, Inc. to provide Meter Testing, Repair, and Replacement Services; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: The Town is required per Section 70-468, Metering and Meter Testing, of the Town Ordinance to test and/or replace water meters on a ten-year cycle. The purpose of metering is to measure the quantity of water being distributed to customers throughout the system, to account for all the water being produced, and to accurately bill for the quantity of water delivered to each customer. The previous contract with UWS, Inc. expired in November 2023, therefore new RFQ specifications were developed and a notice to prospective vendors was advertised in the Denton Record Chronicle. One (1) RFQ submittal was received by the assigned due date of December 4, 2023. UWS, Inc. met all requirements as specified for the Meter Testing, Repair, and Replacement Services contract. The service contract is for one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$45,000.00

Proposed Expenditure/(Revenue)
\$45,000.00

Account Number(s):
200-650-52200-5110

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

ATTACHMENTS:

1. Contract No. 2024-6-A -12.27.23
2. UWS, Inc. - Submittal

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

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

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation ("Town") and UWS, Inc. ("Contractor"). The Town and Contractor agree:

1. EMPLOYMENT OF THE CONTRACTOR. The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Meter Testing, Repair, and Replacement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

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

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

_____ **Yes, Others can purchase**

_____ **No, only the Town can purchase**

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

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

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

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

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

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

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

Name: Zach Hughes
Title: Vice President
Company: UWS, Inc.
Address: 783 Tate Road
City, State, Zip: Trion, GA 30753

ADDITIONAL VERIFICATIONS

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

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

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

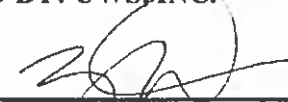
29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

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

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

AGREED TO BY: UWS, INC.

Signature



Zach Hughes – Vice President

Date:

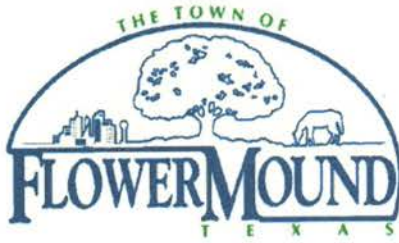
12/21/2023

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature

Honorable Mayor Derek France

Date:



Purchasing & General Services Competitive Sealed Bids

RFQ No:	2024-6-A
RFQ Title:	Meter Testing, Repair, and Replacement Services
Questions Deadline:	October 11, 2023, at 12:00pm (CST)
Due Date and Time:	October 26, 2023, at 11:00am (CST)

The Quote submittal documents (pdf format) can be uploaded online in IonWave in the Response Section. Maximum Size per File is 100 MB. There is no limit to the number of files that can be attached. If you prefer to submit your submittal in hard copy format by submitting one (1) original quote in a sealed envelope to the address listed below. It must be delivered by the close due date and time; and can be shipped via FedEx, UPS, or USPS to:

Delivery and Mailing Address:

**Town of Flower Mound
Attn.: Purchasing Division
2121 Cross Timbers Road
Flower Mound, Texas 75028**

Late submissions will not be considered. Responses must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a response are provided within. All forms in the solicitation packet must be completed in order for your bid to be considered.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:

**Marquita Shamlin
Purchasing Buyer
(972) 874-6006
marquita.shamlin@flower-mound.com**

Question Deadline:

The Town of Flower Mound requires that all questions relating to this solicitation be directed via email to Marquita Shamlin, Purchasing Buyer, at marquita.shamlin@flower-mound.com by **12:00pm (CDT) on October 11, 2023. No questions will be answered over the phone.** Questions will only be accepted until the stated deadline.

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION:

The Town of Flower Mound is seeking a vendor to Provide Meter Testing, Repair, and Replacement Services.

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Town reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the Town.

RFQ Advertise Dates: September 16, 2023, and September 23, 2023

RFQ Release Date: September 16, 2023

Deadline for Questions: October 11, 2023, at 12:00pm (Central Time)

Due Date and Time: October 26, 2023, at 11:00am (Central Time)

Council Approval Date:.....November 20, 2023

3 CONTRACT TERM

Initial one (1)-year term with options to renew for four (4) additional one (1)-year terms.

4 EVALUATION CRITERIA

A review committee will judge the merit of quotes received in accordance with the requirements defined herein. Failure of proposer to provide in their quote any information requested in this RFQ may result in disqualification of the Quote. The sole objective of the review committee will be to select the quote that is most responsive to the Town of Flower Mound's needs. The decision made by the Town of Flower Mound will be final.

The contract will be awarded based on the following evaluation criteria:

- A. Pricing (50%)
- B. Experience (15%)
- C. Equipment (15%)
- D. Understanding of safety regulations and procedures (10%)
- E. References (5%)

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Town of Flower Mound
RFQ No. 2024-6-A
RFQ for Meter Testing, Repair, and Replacement Services

I. Introduction

The Town of Flower Mound is accepting RFQ's for Meter Testing, Repair, and Replacement, in accordance with the specifications herein. The initial term of the contract will be one (1) year with four (4) optional renewal periods.

II. Specifications

The Town is soliciting quotes from a qualified local contractor to provide the equipment, materials and labor for testing and repair. In addition, they must provide the equipment (change out tools) and labor for replacement of outdated water meters of various sizes for both residential and commercial accounts.

The water meter-testing program is being conducted to ensure that the cost of water service is equitably distributed among all customers. In addition, loss of revenue may occur to the Town of Flower Mound's water system if water meters are not maintained at a reasonable level of efficiency.

After testing is completed, the Town of Flower Mound requires that the contractor provide an analysis report stating the test results, change in accuracy results, meter performance analysis, and usage characteristics on all water meters that have been tested.

The Town reserves the right to add to, delete from, or modify the list of water meters to be tested, repaired and/or replaced at any time.

A. Contract Period

Contract period for this quote will be for one (1) year with four (4) optional renewal periods. Testing of all large school water meters shall begin each year after June 10th and shall be completed prior to September 15th.

B. Warranty

The contractor shall provide a twelve (12) month workmanship and performance warranty on all contractor repaired/installed water meters. Should the water meter or settings fail at any time during the first twelve (12) months after repair/installation; the contractor will supply all labor and parts to correct the problem at no cost to the Town. The contractor will make provisions to correct the problem within ten (10) working days unless there is a water leak, this must be repaired within 24 hours. Additional trips to a specific site or location shall be at no cost to the Town. Problems arising as a result of acts of God, vandalism, abuse, aggressive water conditions or any other situation beyond the control of the contractor will not be considered under these warranty provisions

C. Escalation/De-Escalation Clause

Prices must remain firm for the first year of the contract. However, the contractor or the Town may request an adjustment, using the Consumer Price Index (Other goods and services) as the basis for price escalation or de-escalation on the renewal date of ensuing contract years. The most recently reported Dallas-Fort Worth twelve-month index period will be used as basis for any price adjustments. Vendor shall provide the Town with copies of the appropriate indices for verification purposes.

METER TESTING

All large Turbine/Compound meters shall be field tested. Water meters 2" and smaller shall be bench tested for accuracy at the contractor's shop and returned to the Town of Flower Mound after testing is complete.

If any unknown damage exists that prohibits an accurate test, the vendor shall provide the Town with a repair estimate to make the meter test ready. All repairs must be approved in advance by the Town of Flower Mound.

Upon completion of work, the contractor shall supply the Town with a detailed report of all water meters tested, which shall include the following data:

1. Address
2. Meter brand, size, type, and identification number
3. Test date
4. Meter register reading prior to and upon completion of field testing
5. Test results after each flow
6. Note quantities run on both test unit and subject water meter for each flow
7. Note any problems with valve failure or hazardous setting conditions

D. Field Testing Procedures (Turbine/Compound Meters)

Reference: Exhibit A

All large Turbine/Compound water meters shall be field tested, using a comparative type of large water meter test unit capable of maintaining an accuracy of +/- 1-1/2%, with a performance range of 1/2 GPM to 1,800 GPM. The contractor shall provide proof of test meter accuracy. A minimum of two (2) technicians will be required in performance of the field testing/repair of water meters larger than 3" and the contractor will be fully equipped to conduct testing/repair with no assistance from Town personnel. The lead technician must have a minimum of one (1) year experience at large meter testing. The test crew will operate under any applicable OSHA regulations regarding working within a confined space, should a meter be located in a vault below grade. The Town reserves the right to assign a Town of Flower Mound employee to accompany the contractor to the site in order to help locate the meter, proper valves, bypass, etc., and to serve, when necessary, as the Town's liaison between the contractor and the customer, in reference to the water being disconnected.

All water meters shall be tested at the following approximate flow rates:

- **Maximum Flow Rate** - 75% of rated capacity up to a maximum flow available through test outlet
- **Intermediate Flow Rate** - 10% of rated capacity
- **Minimum Flow Rate** - as indicated by appropriate AWWA Standards

There shall be a minimum of:

- Four (4) flows per test for turbine water meters
 - Six (6) flows per test for compound water meters*
- (*) One flow shall be at the "changeover" point.

When testing is complete, the contractor shall determine whether subject water meter meets all qualifications for repair and note any inaccuracies on the water meter test report. The contractor shall put subject water meter back in service and return all control valves to their proper position. Any damage to the setting or surroundings during the testing process, which is the result of negligence by the contractor, shall become the expense and responsibility of the contractor to correct. Known internal or external conditions of subject water meter(s) causing inaccurate test results should be noted on the test document.

E. Bench Testing Procedures (2" and Smaller)

All water meters 2" and smaller shall be bench tested at the following approximate flow rates:

- **Maximum Flow Rate** - 75% of rated capacity up to a maximum flow available through test outlet
- **Intermediate Flow Rate** - 10% of rated capacity
- **Minimum Flow Rate** - as indicated by appropriate AWWA Standards

There shall be a minimum of:

- Four (4) flows per test for turbine water meters

METER REPLACEMENT

Provided by the town:

- Meter changes out service orders to include all pertinent customer data, i.e., location/address, old meter serial number, customer name, etc.
- Electronic purchase order for specific quantities by item.
- Advance notice to customers by door hanger informing them of impending meter exchange project.
- Appropriate inventory location for new and used material to be safely stored and for contractor personnel to have access to during working hours.
- All materials for the standard exchange of water meters shall be provided by the town, to include water meters, meter gaskets, flanges, nuts and bolts and meter tails.

Standard Installation:

The following description is the standard installation for the town.

- Installation is for meters in sizes 2" and below only.
- All meters are equipped with a working curb stop or shut off valve.
- Residential meters sizes 2" and below are in an accessible water meter box less than 30" deep.
- Commercial meters up to size 2" are in an accessible water meter box less than 30" deep.
- Meters 1" and below are installed with a standard angle stop or straight stop on the inlet side of the meter and a meter coupling on the outlet side of the meter allowing for easy removal and installation of the meter.
- Meters 1-1/2" through 2" are installed with a standard angle stop on the inlet side of the meter and a flange on the outlet side of the meter allowing for easy removal of and installation of the meter.
- There is adequate room within the meter box for a contractor to easily work around to remove the meter.

- Meter boxes may be filled with dirt which must be removed by contractor in order to access necessary components.

Water Meter Exchange:

For standard installations as described above, it shall be the responsibility of the contractor to complete the following work.

- Safely remove meter box cover and verify meter number.
- Attempt to notify customer if they are home. If there is no answer, check to see if meter is turning. If turning, come back later or wait a few moments to see if meter stops turning.
- Turn curb stop off.
- Record final reading from old meter.
- Remove old meter.
- Install new meter and washers.
- Open customer spigot(s) to flush air and debris from house line.
- Turn curb stop on.
- Verify the new meter is turning.
- Turn spigot(s) off after air and debris have cleared.
- Record new meter serial number and initial reading.
- Record GPS location of meter box. (Optional Pricing)
- Replace meter box cover.
- When a meter exchange is completed, the contractor shall leave the premises in a clean manner as close as possible to the manner in which it was found with no tools, trash, large dirt piles, or other debris either on the customer's property or within the meter box.
- When a meter exchange is completed all components within the meter box shall be in working order with no leaking components and the meter turning as designed. Meter box shall be free of debris or trash.
- Meter box cover shall fit snugly and securely without pressing on the radio transmitter and without presenting any danger to pedestrians.

Non Standard Installations:

In the event that a current meter installation is found to be in non-conformance with the standard installation as described above or needs additional repairs before the meter exchange can be completed or in order to provide a safe workplace for the contractor or to complete the installation leaving a safe premises for the customer, the contractor shall (examples may include non-working curb stops, broken or leaking pipes, collapsed meter boxes, etc.):

- Notify a designated Meter Services employee before conducting any work on the premises or proceeding with any work once a problem is identified and electronically record via photo or video of any damages or broken and/or leaking pipes.

- If the designated employee cannot be reached the contractor shall return the site to, or leave the site in its original condition and continue to the next exchange. The problem shall be noted on the site location service order and the Meter Services Division shall be informed as soon as possible.
- Once notified, the Meter Services Division may choose to complete the work at that site using its own personnel or request the contractor to make the necessary repairs at the discretion of both parties.
- All materials for work not associated with meter exchange shall be provided by the town unless otherwise requested.
- For all meter boxes in restricted access areas or back yards which do not allow easy access for installers (fenced in areas), the town may choose to conduct the exchange using its own personnel or request the contractor to complete.

Angle stop/curb stop: Damage done to the angle stop/curb stop by the contractor during the water meter replacement, shall be paid for by the contractor. In the event that any damage has occurred prior to the replacement of any water meter, contractor shall notify the Town prior to starting any such replacement.

CONTRACTOR REQUIREMENTS

Scope:

In addition to the work described above it is required that the winning contractor meet the following requirements and provide the following.

General Requirements:

- All pertinent data for meter exchanges must be collected by completing the meter replacement service order. This data must include at a minimum: old meter serial number, final read from old meter, new meter serial number, new radio read serial numbers, initial reading from new meter, and (optional) GPS location of the meter box.
- All completed meter exchange service orders shall be returned prior to the start of the following business day to the Meter Services Divisions.
- A project manager shall be assigned to interact with the Meter Services Division and must be onsite to oversee all aspects of the installation for the contractor.
- All employees must have photo ID cards displayed at all times and they must be uniformed with magnetic signs on vehicles displaying company logo.
- Winning firm must provide documentation to prove their ability to complete the installation requirements in a time and fashion acceptable to the town. These documents may include but are not limited to past projects similar in scope and size which have been completed, a history of your firms experience with projects of this manner, references from other utilities, etc. The town will review this documentation to decide the contractor's ability to complete the work requested in a time and fashion required before pricing is considered.
- Contractor shall be responsible for restoring job site to its original condition and shall be responsible for all repairs of damages directly caused due to improper installation procedures or negligence.
- All costs associated with the care and protection of the work area and all necessary precautions taken to prevent damage to existing lines and contractor personnel shall be considered incidental and included in the unit price provided.
- The town reserves the right to immediately remove from the site any person felt to be an immediate safety risk. A request of this nature will be handled by a town representative informing the project manager or contractor supervisor verbally or in writing.

- Any material provided by the contractor for installation must be an approved device, which meets the town's specifications.
- All project workmanship will be to the satisfaction of the town as stipulated by this contract and may be inspected by a town representative before approval.
- All subcontractors to be utilized must be included in the initial bid response along with documentation supporting their ability to complete the work required. Responsibility for the performance of the contract remains with the bidder.
- All bidders must show proof that they are qualified to perform to AWWA standards on any testing, repairs, or replacement of any water meter in the Town of Flower Mound. Any relevant certifications shall be included with the proposal

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

Name of vendor who has a business relationship with local governmental entity.

O UWS, Inc

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

D

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(8), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

10/31/2023

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at: <http://www.statutes.legis.state.tx.us>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity.
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed.
or

(ii) the local governmental entity is considering entering a contract with the vendor.

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering a contract with the vendor.

Local Government Code § 176.006(a) and Ca-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a).

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Bid Certification Form
RFQ No. 2024-6-A
Meter Testing, Repair, and Replacement Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: UWS, Inc

Principal Place of Business Address: 783 Tate Road

Principal Place of Business City, State, Zip: Trion, GA 30753

Principal Place of Business Phone Number: 706-734-0577

Principal Place of Business Fax Number: 706-734-0805

Remittance Address (if different from above): Po Box 516

Remittance City, State, Zip: Trion, GA 30753

Tax Identification No: 20-8801357

Addendums

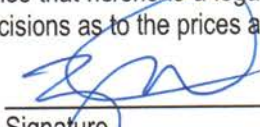
If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 ✓ Add. No. 2 ✓ Add. No. 3 ✓ Add. No. 4 Add. No. 5

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:  10/31/2023
Signature Date

Zach Hughes
Printed Name

Vice President
Title

References

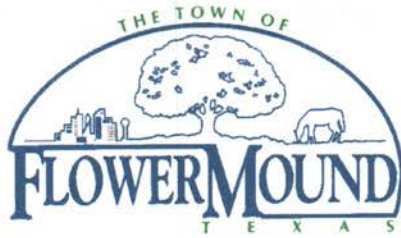
Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: City of Garland
Contact Name: Robert Ashcraft
Address: 2343 Forest Lane
Garland, TX 75042
Phone: 972-205-3206
Fax: _____
Effective Dates: 9/12/2022 - 9/11/2024
Description of Services: water meter testing

Company Name: City of Richardson
Contact Name: Scott Byrum
Address: 12100 Columbia
Richardson, TX 75081
Phone: 903-892-7235
Fax: _____
Effective Dates: 1/2019 - 1/2024
Description of Services: water meter testing

Company Name: City of Fort Worth
Contact Name: Edward Ledezma
Address: 1130 Fournier St
Fort Worth, TX 76102
Phone: 817-392-8701
Fax: _____
Effective Dates: 3/2023 - 3/2028
Description of Services: large water meter testing

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Purchasing Division
Addendum No. 1
Issued October 12, 2023

RFQ No:	2024-6-A
RFQ Title:	Meter Testing, Repair, and Replacement Services
RFQ Due:	10/26/2023 @ 11:00am (CT)

Addendum No.1 is issued by the Town of Flower Mound Purchasing Office. The following information are hereby made to the RFQ documents for this project.

Q&A:

Question: Can you please confirm that meter replacement is just for 2" and smaller?

Answer: Yes, All meter change outs are for 2" and smaller.

Question: Can you please clarify that all meters for this project are located in outside sets?

Answer: Yes, all the meters are located on the property – no inside meter replacements.

Question: Can you please clarify that the town shall provide for the door hanger notification of meter change outs including deployment of door hangers for the selected change outs?

Answer: The town will hang door hangers on addresses on accounts that did not provide an email address

Question: How many meters will be tested, and/or changed out per year (size and type)?

Answer: Tested (5) 2"compound (33) 3"compound (2) 3" hpt (11) 4" compound (3) 4" hpt (2) 6" compound - all in large meter vaults - replacement 2" and smaller between 600 and 1,000 meter.

Question: Is the read system AMI/AMR? Does the Contractor have to trouble shoot the AMI/AMR system when testing/installing meters?

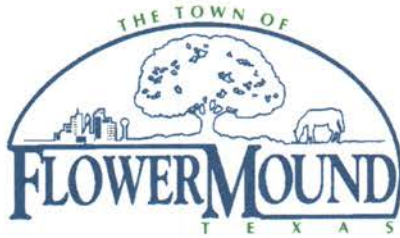
Answer: AMI - No install only.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Bid Certification Form if you have not previously submitted a response.

All other provisions of the contract documents, plans and specifications shall remain the same.

For questions regarding this addendum contact:

Marquita Shamlin
Purchasing Buyer
(972) 874-6006
marquita.shamlin@flower-mound.com



Purchasing Division
Addendum No. 2
Issued October 26, 2023

RFQ No:	2024-6-A
RFQ Title:	Meter Testing, Repair, and Replacement Services
RFQ Due:	11/02/2023 @ 11:00am (CT)

Addendum No. 2 is issued by the Town of Flower Mound Purchasing Office. The following information are hereby made to the RFQ documents for this project.

Additions:

The due date has been extended to **November 2, 2023 at 11:00am (Central Time)**.

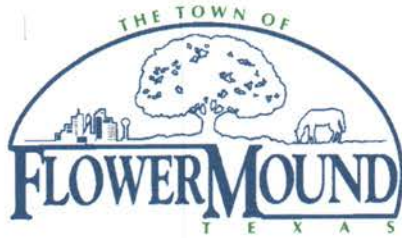
Vendors who may have already submitted a response and feel this addendum may change their response may pick up their submission and return it prior to November 2, 2023 at 11:00am (Central Time). If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Bid Certification Form if you have not previously submitted a response.

All other provisions of the contract documents, plans and specifications shall remain the same.

For questions regarding this addendum contact:

Marquita Shamlin
Purchasing Buyer
(972) 874-6006
marquita.shamlin@flower-mound.com



Purchasing Division

Addendum No. 3

Issued October 26, 2023

RFQ No:	2024-6-A
RFQ Title:	Meter Testing, Repair, and Replacement Services
RFQ Due:	11/02/2023 @ 11:00am (CT)

Addendum No. 3 is issued by the Town of Flower Mound Purchasing Office. The following information are hereby made to the RFQ documents for this project.

General Clarifications:

Addendum #3 includes an additional pricing sheet and the annual large water meter testing/repair sites to the published specifications for RFQ No. 2024-6-A.

Vendors who may have already submitted a response and feel this addendum may change their response may pick up their submission and return it prior to November 2, 2023 at 11:00am (Central Time). If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the RFQ Certification Form if you have not previously submitted a response.

All other provisions of the contract documents, plans and specifications shall remain the same.

For questions regarding this addendum contact:

Marquita Shamlin

Purchasing Buyer

(972) 874-6006

marquita.shamlin@flower-mound.com

RFQ No. 2024-6-A
Pricing Sheet

Meter Testing, Repair & Replacement

Meter Size	Est. Annual # Of Replacements	Est. Annual # Of Test Sites	Test Cost	Replacement Cost
5/8" x 3/4"	1,000	25	\$ 39.00	\$ 39.00
1"	25	25	\$ 58.50	\$ 58.50
1 1/2"	10	10	\$ 188.50	\$ 260.00
1 1/2" T	10	10	\$ 188.50	\$ 260.00
2"	10	10	\$ 188.50	\$ 260.00
2" T	10	10	\$ 188.50	\$ 260.00
2" Compound	1	6	\$ 188.50	\$ 260.00
3" Compound	1	33	\$ 247.00	\$ 585.00
3" Turbine	1	2	\$ 247.00	\$ 585.00
4" Compound	1	12	\$ 247.00	\$ 812.50
4" Turbine	1	3	\$ 247.00	\$ 812.50
6" Compound	1	2	\$ 247.00	\$ 812.50

Retrofits:

Meter Size (UME) Unitized measuring element / Data Logging Register	Est. Annual # of retrofits	Price (ea.)	Total
1 1/2" T-10 UME	1	\$ 507.00	\$ 507.00
1 1/2" HPT UME	1	\$ 580.01	\$ 580.01

2" T-10 UME	1	\$ 580.01	\$ 580.01
2" HPT UME	1	\$ 1015.35	\$ 1015.35
3" COMPOUND UME	1	\$ 3053.83	\$ 3053.83
3" HPT UME	1	\$ 1477.06	\$ 1477.06
4" COMPOUND UME	1	\$ 4478.50	\$ 4478.50
4" HPT UME	1	\$ 1886.04	\$ 1886.04
6" COMPOUND UME	1	\$ 6188.78	\$ 6188.78
Data Logger Register Retrofit Only	1	\$ 260.00	\$ 260.00
Radio Read Only Retrofit	1	\$ 260.00	\$ 260.00

Completion time for as-needed testing (other than meters included in the RFQ):

Type of Testing	Completion Time
Bench Testing	5-7 days
Field Testing	5-7 days

Meter Box Replacements	Est. Annual #	Labor Cost
Small Meter Box Replacement	20	\$ 39.00
Large Meter Box Replacement	10	\$ 130.00
Re-setting a Meter Box	50	\$ 32.50

GPS WATER METR LOCATIONS:

Meter Site	Est. Annual #	Labor Cost
Water Meter Site	1,000	\$ 3.25



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

DATE: January 16, 2024
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of Amendment No. 2 to the Fiscal Year 2023-2024 Capital Improvement Program**

BACKGROUND: The proposed CIP Amendment No. 2, for FY 2023-24 will increase the currently adopted General Fund expenditures from \$23,485,500 to \$23,988,659 and will decrease the currently adopted Utility Fund budget expenditures from \$15,578,000 to \$14,253,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT:

General Fund \$503,159
Utility Fund (\$1,325,000)

FY 2023-2024:	General Capital Projects	\$23,988.659
	Utility Capital Projects	\$14,253,000
Five Year CIP:	General Capital Projects	\$282,307.215
	Utility Capital Projects	\$229,301,690

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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

Project Modification Listing

Attachment 1

FY 2023-2024 - CIP Amendment 1

January 16, 2024

General Fund

Street Reconstruction

Projects

	Description	FY 23-24	5 Yr CIP
Flower Mound Road Panel Replacement (Long Prairie to Quail Run Road)	Additional funding required at the request of the Public Works Street Department, due to accelerated pavement deterioration of Flower Mound Road. Project originally scheduled for FY 24-25. Increase FY 23-24 by \$3,300,000 from Street Maintenance Dedicated Sales Tax (Timber Valley Drive and Fairfield Lane Reconstruction deferred to FY 24-25).	\$3,300,000	\$0
Timber Valley Drive and Fairfield Lane Reconstruction	Project deferred until FY 24-25 due to request from Public Works Street Department. Funding required for higher priority project (Flower Mound Road Panel Replacement)	(\$3,300,000)	\$0
Total Street Reconstruction Impact		\$0	\$0

Park Projects

	Description	FY 23-24	5 Yr CIP
Canyon Falls Park	At the request of the Finance Department, due to arbitrage calculations on previous parks debt project savings balance, the remaining balance of Fund 532 will be utilized in place of 4B Dedicated Sales Tax. Increase FY23-24 by \$503,158.76 from parks debt project savings.	\$503,159	\$503,159
Total Parks Impact		\$503,159	\$503,159
Total General Fund Impact		\$503,159	\$503,159

Utility Funds

Water Projects

	Description	FY 22-23	5 Yr CIP
Timber Valley and Fairfield Lane Water Line Replacement	Project deferred until FY 24-25 due to request from Public Works Street Department	(\$700,000)	\$0
Timber Creek Water Line Replacement Phase 1 (Garden Homes)	Additional funding required due to unknown conflicts identified during construction and Town Requested project additions to minimize impact to residents during construction. Increase FY23-24 by \$75,000 from Project Savings.	\$75,000	\$75,000
Total Water Impact		(\$625,000)	\$75,000

Wastewater Projects

	Description	FY 22-23	5 Yr CIP
Timber Valley and Fairfield Lane Sewer Line Replacement	Project deferred until FY 24-25 due to request from Public Works Street Department	(\$700,000)	\$0
Total Wastewater Impact		(\$700,000)	\$0
Total Utility Fund Impact		(\$1,325,000)	\$75,000

**TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
1/16/2024**

	STREET PROJECTS	PRIOR FISCAL YEARS							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					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
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
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	SIGNAL PROJECTS	PRIOR FISCAL YEARS							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					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	-
	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	\$ 3,100,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
1/16/2024

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS							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					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	-	-	-	-	-	-	-
OLD	Flower Mound Road Panel Replacement (Long Prairie to Quail Run Road)	-	-	3,900,000	-	-	-	-	3,900,000	3,900,000	8	-	-	-	-	-	-	-
NEW	Flower Mound Road Panel Replacement (Long Prairie to Quail Run Road)	-	3,300,000	600,000	-	-	-	-	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	-	-	-	-	-	-	-
OLD	Timber Valley Drive and Fairfield Lane Reconstruction	-	3,300,000	-	-	-	-	-	3,300,000	3,300,000	8	-	-	-	-	-	-	-
NEW	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	-	-	-	-	-	-	-
OLD	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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NEW	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
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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 - 7. Tax Increment Reinvestment Zone (TIRZ)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
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	FACILITY PROJECTS	PRIOR FISCAL YEARS							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					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
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
1/16/2024

	PARK PROJECTS	PRIOR FISCAL YEARS							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					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	-	-	-	-	-	-	-	-
OLD	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-	-
NEW	Canyon Falls Park	3,150,000	503,159	-	-	-	-	-	3,653,159	3,653,159	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 elcticity, 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	-	-	-	-	-	-	-	-
OLD	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	\$ -	\$ -	\$ -
NEW	SUBTOTAL	\$ 9,878,811	\$ 4,405,159	\$ 4,375,000	\$ 15,195,000	\$ 10,695,000	\$ 2,890,000	\$ -	\$ 47,438,970	\$ 34,488,970		\$ -	\$ 12,950,000	\$ -	\$ 950,000	\$ 12,000,000	\$ -	\$ -	\$ -
OLD	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
NEW	GRAND TOTAL GENERAL FUND	\$ 47,418,219	\$ 23,988,659	\$ 30,571,500	\$ 22,088,500	\$ 17,365,000	\$ 18,680,000	\$122,195,337	\$ 282,307,215	\$ 190,497,237		\$ 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)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	WATER PROJECTS	PRIOR FISCAL YEARS							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						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
OLD	Timber Creek Water Line Replacement Phase I	1,804,000		-	-	-	-	-	1,804,000	804,000	2	1,000,000	-	-	-	-	-	-	-
NEW	Timber Creek Water Line Replacement Phase I	1,804,000	75,000	-	-	-	-	-	1,879,000	879,000	2	1,000,000	-	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase II	1,285,000	-	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-	-
OLD	Timber Valley and Fairfield Lane Water Line Replacement		700,000						700,000				700,000	700,000	-	-	-	-	-
NEW	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	-
OLD	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
NEW	SUBTOTAL	\$ 31,736,905	\$ 5,851,500	\$ 14,056,500	\$ 11,191,500	\$ 7,046,500	\$ 4,106,500	\$ 76,545,000	\$ 150,534,405	\$ 24,414,305		\$ 16,938,000	\$109,182,100	\$ 2,960,000	\$ 13,400,000	\$ 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
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TOWN OF FLOWER MOUND
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	STORMWATER PROJECTS	PRIOR FISCAL YEARS							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					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.)
 - 3. Escrow
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	WASTEWATER PROJECTS	PRIOR FISCAL YEARS							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					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 (Morriess 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	-	-	-	-	-
OLD	Timber Valley and Fairfield Lane Sewer Line Replacement	-	700,000	-	-	-	-	-	700,000			-	700,000	700,000	-	-	-	-	-
NEW	Timber Valley and Fairfield Lane Sewer Line Replacement	-	-	700,000	-	-	-	-	700,000			-	700,000	-	700,000	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriess Road)			1,500,000	-	-	-	-	1,500,000	-		-	1,500,000		1,500,000	-	-	-	-
	Upper Timber Interceptor (Morriess 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	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	\$ 8,476,500	\$ 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
NEW	SUBTOTAL	\$ 18,054,785	\$ 7,776,500	\$ 7,716,500	\$ 7,706,500	\$ 8,126,500	\$ 8,086,500	\$ 14,000,000	\$ 71,467,285	\$ 16,207,285		\$ 9,040,000	\$ 46,220,000	\$ 4,250,000	\$ 7,710,000	\$ 7,300,000	\$ 6,320,000	\$ 6,640,000	\$ 14,000,000
OLD	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
NEW	GRAND TOTAL UTILITY FUND	\$ 53,291,690	\$ 14,253,000	\$ 22,623,000	\$ 19,723,000	\$ 15,673,000	\$ 13,193,000	\$ 90,545,000	\$ 229,301,690	\$ 47,921,590		\$ 25,978,000	\$155,402,100	\$ 7,210,000	\$ 21,110,000	\$ 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
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
1/16/2024

	STREET PROJECTS	PRIOR FISCAL YEARS							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					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

*General Obligation Bonds
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
1/16/2024

	SIGNAL PROJECTS	PRIOR FISCAL YEARS							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					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	-
	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	\$ 3,100,000

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- Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
1/16/2024

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS							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					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)	-	3,300,000	600,000	-	-	-	-	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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- Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
1/16/2024

	FACILITY PROJECTS	PRIOR FISCAL YEARS							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					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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- Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 2
1/16/2024

	PARK PROJECTS	PRIOR FISCAL YEARS							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					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	503,159	-	-	-	-	-	3,653,159	3,653,159	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 electricity, 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	\$ 4,405,159	\$ 4,375,000	\$ 15,195,000	\$ 10,695,000	\$ 2,890,000	\$ -	\$ 47,438,970	\$ 34,488,970		\$ -	\$ 12,950,000	\$ -	\$ 950,000	\$ 12,000,000	\$ -	\$ -
	GRAND TOTAL GENERAL FUND	\$ 47,418,219	\$ 23,988,659	\$ 30,571,500	\$ 22,088,500	\$ 17,365,000	\$ 18,680,000	\$122,195,337	\$ 282,307,215	\$ 190,497,237		\$ 2,058,000	\$ 89,751,978	\$ 400,000	\$ 5,918,500	\$ 13,968,500	\$ 1,640,000	\$ 10,590,000

*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
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WATER PROJECTS		PRIOR FISCAL YEARS							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						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	
	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	
	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	75,000	-	-	-	-	-	1,879,000	879,000	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	-	-	
	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	\$ 5,851,500	\$ 14,056,500	\$ 11,191,500	\$ 7,046,500	\$ 4,106,500	\$ 76,545,000	\$ 150,534,405	\$ 24,414,305		\$ 16,938,000	\$109,182,100	\$ 2,960,000	\$ 13,400,000	\$ 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., Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
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	STORMWATER PROJECTS	PRIOR FISCAL YEARS							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					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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 - 4. Decision Package
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TOWN OF FLOWER MOUND
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	WASTEWATER PROJECTS	PRIOR FISCAL YEARS							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					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 (Morriiss 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	\$ 7,776,500	\$ 7,716,500	\$ 7,706,500	\$ 8,126,500	\$ 8,086,500	\$ 14,000,000	\$ 71,467,285	\$ 16,207,285		\$ 9,040,000	\$ 46,220,000	\$ 4,250,000	\$ 7,710,000	\$ 7,300,000	\$ 6,320,000	\$ 6,640,000	\$ 14,000,000
	GRAND TOTAL UTILITY FUND	\$ 53,291,690	\$ 14,253,000	\$ 22,623,000	\$ 19,723,000	\$ 15,673,000	\$ 13,193,000	\$ 90,545,000	\$ 229,301,690	\$ 47,921,590		\$ 25,978,000	\$155,402,100	\$ 7,210,000	\$ 21,110,000	\$ 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.8. CONSENT ITEM(S)

DATE: January 16, 2024
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval of the purchase of (2) two Chevrolet Express 3500 Vans w/ KUV Bodies for Facilities Management, which replaces Units 59200-11 & 59200-13 in the amount of \$143,109.20.**

BACKGROUND: Facilities Management has two vehicles (units 59200-11 & 59200-13) 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 3500 vans with 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)
\$143,109.20

Account Number(s):
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: December 20, 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: 12/29/2023 – VERF – FY24

Description: **Cut-A-Way Cargo Van with KUV Enclosed Contractor Storage Body**

Qty.: 2

*Replaces: 5920-11, A 2011 Ford E250 Cargo Van w/Storage Shelving – Facilities
5920-13, A 2012 Chevrolet 3500 Cargo Van w/Storage Shelving - 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

12/29/2023

Date



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

DATE: January 16, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of an Ordinance to create a process for the termination of an inactive Campaign Treasurer Appointment.**

BACKGROUND: Individuals who run for and/or hold an office in the Town of Flower Mound, and all Specific-Purpose PACs that support or oppose any of these candidate/officeholders or that support or oppose a measure in a Flower Mound election, must file campaign finance reports. The Town Secretary is designated as the local filing authority.

The purpose of this agenda item is to create a process that the Town Secretary can use to terminate the campaign treasurer's appointment of an inactive candidate or political committee, which includes all subsequent campaign finance reports. The Texas Election Code defines an inactive candidate or political committee as a candidate or political committee that hasn't filed a required report for more than one year since the last reporting deadline, or a candidate that has not been elected to an office for which a candidate is required to file a campaign treasurer appointment. Currently, there are [14 inactive campaign finance reports](#) on file in the Town Secretary's Office (TSO) between 2011 - 2022 that fit this definition.

Upon approval of this Ordinance, the process to terminate an inactive campaign treasurer appointment and associated reporting will be as follows:

1. The TSO will send a courtesy reminder letter within 6 - 12 months after the last filing deadline, with a request to respond within 30 days upon receipt of the letter; and
2. If no response after 1 - 3 years since the last filing deadline, a written notice will be given to the campaign filer at least 14 business days before the date of the meeting at which the Town Council will consider the termination of a campaign treasurer appointment. This notice will include:
 - a. The date, time, and place of the Town Council meeting; and
 - b. A statement of the Town Council's intention to consider the termination of the campaign treasurer; and
 - c. A reference to the section(s) of the statutes and rules that give the Town Council the authority to consider the termination of a campaign treasurer appointment; and
 - d. The effect of termination of a campaign treasurer appointment.
3. The campaign treasurer's appointment, upon a majority vote of the Town Council, will be terminated after 30 days of passage.
4. The TSO will provide notice to the inactive candidate or political committee of the termination.

Campaign finance reports will be retained per the Texas State Library and Archives Commission retention schedule, as adopted by the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If no action is taken, there could be several inactive campaign finance reports that remain on the Town's website for an extended period of time unnecessarily.

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., is reviewing the ordinance as to form and legality.

ATTACHMENTS:

1. Termination of Campaign Treasurer

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

ORDINANCE NO. ____-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND AMENDING CHAPTER 1, 'GENERAL PROVISIONS', DIVISION 2 'TOWN COUNCIL'; BY ADDING A NEW SECTION WHICH READS 'TERMINATION OF CAMPAIGN TREASURER'; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Election Code, Section 252.0131 allows for a process by which the Town Secretary may terminate the campaign treasurer appointment of an inactive candidate or political committee that is required to file a campaign treasurer appointment with the Town Secretary; and

WHEREAS, the Town desires to amend Chapter 1 of the Flower Mound Code of Ordinances by adding a new section regarding the termination of a campaign treasurer; and

WHEREAS, the Town Council finds that adopting the changes provided herein will benefit the citizens of the Town of Flower Mound, Texas by maintaining only current and active campaign finance reporting documents.

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

SECTION 1.

That Chapter 1, 'General Provisions', Division _____ of the Flower Mound Code of Ordinances shall be and is hereby amended by adding a new section _____ 'Termination of Campaign Treasurer Appointment'.

A. Termination of campaign treasurer appointment by the Town Council

1. In this section, "inactive candidate" or "inactive political committee" means a candidate or political committee that:
 - a) Has not filed a required report under Texas Election Code, Chapter 254 (political reporting) for more than one year since the last reporting deadline; and
 - b) In the case of a candidate, has not been elected to an office for which a candidate is required to file a campaign treasurer appointment with the Town Secretary; and
 - c) Has not filed:
 - A final report under Texas Election Code, Section 254.065 (Final Report) or 254.125 (Final Report of Committee for Supporting or Opposing Candidate or Measure); or
 - A dissolution report under Texas Election Code, Section 254.126 (Dissolution Report of Committee for Assisting Officeholder) or 254.159 (Dissolution Report).
 - The Town Secretary may terminate the campaign treasurer appointment of an inactive candidate or inactive political committee.

B. Notice of proposed termination of campaign treasurer appointment

1. Before the Town Council may consider termination of a campaign treasurer appointment, the Town Secretary shall send written notice to the affected candidate or political committee.

C. Notice contents

1. The written notice must be given at least fourteen (14) business days before the date of the meeting at which the Town Council will consider the termination of a campaign treasurer appointment and must include:
 - a) The date, time, and place of the Town Council meeting;
 - b) A statement of the Town Council's intention to consider termination of the campaign treasurer;
 - c) A reference to the section(s) of the statutes and rules that give the Town Council the authority to consider the termination of a campaign treasurer appointment; and
 - d) The effect of termination of a campaign treasurer appointment.

D. Termination

1. The Town Council shall consider whether to terminate the campaign treasurer.
2. The Town Council in accordance with this section, upon a finding of inactive status, as defined herein, upon a majority vote, terminate the campaign treasurer effective upon the passage of thirty (30) days.
3. The Town Secretary shall send notice of such termination to such candidate or political committee as required by law.

SECTION 2.

That all provisions of the ordinances of the Town of Flower Mound in conflict with the provisions of this ordinance be and the same are hereby repealed and any provisions not so in conflict shall remain in force and effect.

SECTION 3.

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

SECTION 4.

This ordinance shall take effect immediately upon its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED by the Town Council of the Town of Flower Mound, Texas, on the 16TH day of January 2024.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: January 16, 2024
FROM: Paul Henley, Fire Chief
ITEM: Consider approval of the purchase of a 2024 Ford F450 Frazer ambulance for the Fire and Emergency Services Department from Sterling McCall, through the Houston-Galveston Area Council of Governments Contract (H-GAC) #AM10-23, in the total amount of \$344,850.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: The Fire and Emergency Services Department has an ambulance that is approved for replacement under the FY23/24 vehicle equipment replacement fund (VERF). This unit (61000-07) is a 2018 Ford F450 which will be replaced with a 2024 Ford F450 gas model through HGAC contract # AM10-23 in the amount of \$344,850.00. This request is in accordance with the Fleet Department's recommendation.

Vehicle Price: \$343,850.00

HGAC : \$ 1,000.00

Total : \$344,850.00

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$344,850.00

Proposed Expenditure/(Revenue)

\$344,850

Account Number(s):

565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Vehicle Purchase Requisition 61000-07
2. Frazer Quote Q3895-0001 (61000-07)
3. HGAC Worksheet #3895
4. Bid Award Recommendation VERF 61000-07

DRAFT MOTION: Move to approve as presented in the agenda caption.56

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 12/28/2023
 Suggested Vendor: Sterling McCall
 Contact (if known): Pablo Cantu
 Address (if available): 6445 Southwest Freeway
Houston, TX 77074
 Phone/Fax: 281-588-5007



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
		1	2024 Ford F450 Gas Ambulance-Frazer	\$ 344,850.00	\$ 344,850.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 344,850.00

Name/Phone Ext.: Dean Feldpausch ext 6204
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 61000-07
 Spec Name: _____

APPROVALS:
 Fleet Manager: _____

 Bid/Solicitation #: _____
 Co-Op/Contract #: HGAC #AM10-23

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

Customer Quote



12/28/2023 10:28:27 AM

Estimate No: Q3895-0001

Quote Date: 12/5/2023

Expiration Date: 1/31/2024

Salesperson: LL

Payment Terms: Due on Delivery

Invoice To: 11565

Sabrina Zadow
Flower Mound Fire Department
3911 S. Broadway Avenue
Flower Mound TX 75028
US

Deliver To:

Sabrina Zadow
Flower Mound Fire Department
3911 S. Broadway Avenue
Flower Mound TX 75028
US
Phone:972-874-6007

No.	Item	Qty	U/M		Unit Price		Net Amount
1	MODULE Type I 14' Module	1.00	EA	\$	274,850.00	\$	274,850.00
2	CHASSIS 2024 Ford F450 Gas 4x2	1.00	EA	\$	69,000.00	\$	69,000.00
3	DELIVERY Customer Pick Up - FOB FRAZER	1.00	M	\$	0.00	\$	0.00
4	HGAC-NEW Contract No. AM10-23	1.00	EA	\$	1,000.00	\$	1,000.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Prod
llambert

Frazer, Ltd.

Page 1 of 2

Customer Quote



12/28/2023 10:28:27 AM

Estimate No: Q3895-0001

Quote Date: 12/5/2023

Expiration Date: 1/31/2024

Salesperson: LL

Payment Terms: Due on Delivery

No.	Item	Qty	U/M :		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount: 344,850.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 344,850.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Prod
llambert

Frazer, Ltd.

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For your convenience, all pricing has been itemized below per quote Q3895-0001 for Flower Mound Fire Department

Base Module	\$ 147,050.00
Chassis Exterior	\$ 32,175.00
Module Exterior	\$ 61,250.00
Chassis Interior	\$ 7,125.00
Module Interior	\$ 27,250.00
Total	\$ 274,850.00

Items included in above totals:

1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration	\$ 6,150.00
2. This is a CAAS GVS v3.0 Unit	\$ incl
Chassis Exterior:	
3. Chassis Paint Layout: Paint All Two Tone - Red - Pierce 90 (FLNA 3042) and Frazer Black (FLNA 4123)	\$ 7,475.00
4. Chassis : 2024 Ford F-450, Gas, 4x2, Regular Cab, 108" Cab to Axle, Z1 - Oxford White	\$ incl
5. Suspension: LiquidSpring	\$ 15,550.00
6. Wheel type: Factory Aluminum	\$ incl
7. Road Force Elite tire and wheel balancing	\$ incl
8. Chassis Steps: ArcRite with Sure Grip	\$ 1,350.00
9. Grille Guard: Full Replacement Bumper	\$ 1,750.00
10. 10" and 12" Air Horns	\$ 1,450.00
11. Manual Air Horn Air Drain Valve	\$ 575.00
12. Compressor Type: Fast Recovery	\$ 1,875.00
13. Air Horn Switching Options: Momentary	\$ 125.00
14. Window Tint (35% VLT) on Chassis Doors	\$ 375.00
15. Exhaust Removal System: Plymovent	\$ 900.00
16. Passenger's side Grille Light: Whelen M4 Red Light	\$ incl
17. Driver's side Grille Light: Whelen M4 Red Light	\$ incl
18. Passenger's side Intersect Light: Whelen M4 Clear Light	\$ incl
19. Driver's side Intersect Light: Whelen M4 Clear Light	\$ incl
20. Driver Fender Light: Whelen M4 Red Light	\$ 375.00
21. Passenger Fender Light: Whelen M4 Red Light	\$ 375.00
22. NOTE- air valve to have 1/4 turn valve	\$ incl



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		Chassis Exterior Subtotal	\$ 32,175.00
Module Exterior:			
23. Power Source: MEPS		\$	18,950.00
24. Module Paint Layout: Non-White One Tone - Pierce Red 90 (FLNA 3042)		\$	3,350.00
25. Roof Color: Frazer White		\$	incl
26. Blackout cladding: All diamond plating (treadbrite) powdercoated black and rear bumper coated with black bedliner		\$	1,900.00
27. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay		\$	2,025.00
28. Entry Door Conspicuity Layout - Squares : White Base Color		\$	450.00
29. Conspicuity Strips on Compartments Matching the Rear Wall		\$	375.00
30. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco		\$	250.00
31. Driver Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco		\$	250.00
32. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco		\$	250.00
33. Passenger Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco		\$	250.00
34. Frazer Provided Graphics		\$	3,500.00
35. Body Drop on the Passenger's Side Forward of Rear Wheels		\$	incl
36. Compartment Keys: J210 in the Electrical Compartment		\$	incl
37. Dri-Deck in Applicable Exterior Compartments		\$	375.00
38. Ground Lights: Perimeter of Module and Under Chassis Steps		\$	4,000.00
39. GTT Opticom (Infrared)		\$	2,475.00
40. Opticom Switching: On/Off Switch and Cut-off with park		\$	incl
41. Whelen TAM85 Traffic Advisor		\$	1,875.00
42. Shore Power: Dual 20/30 Amp Kussmaul Auto Eject w/ Red covers on Rear Wall		\$	775.00
43. Pigtail/Plug Option: Pigtail		\$	incl
44. Coax 1: Run coax from location 1 to Chassis		\$	incl
45. Coax 2: Run coax from location 2 to Chassis		\$	incl
46. Coax 3: Run coax from location 3 to Electrical Compartment		\$	incl
47. Coax 4: Run coax from location 4 to Electrical Compartment		\$	incl
48. UNOC #3064 - Per customer request, furnish Aluminum placards, in lieu of Lasco, painted FLNA3042 on both sides, because Lasco with vinyl is not a close enough color match to unit paint; vinyl medic number "501" (in lieu of M501) to be made as large as possible to fit within the frame opening		\$	incl
49. UNOC #2981 - Furnish and install Green LED above 30 Amp auto-eject shore power		\$	125.00



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outlet

50. Front Scene: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$	2,525.00
51. Front Wall Light Layout: Lower 5 Lights	\$	incl
52. Front Wall Light #1: Whelen M6 Clear Light	\$	incl
53. Front Wall Light #2: Whelen M6 Red Light	\$	incl
54. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
55. Front Wall Light #4: Whelen M6 Red Light	\$	incl
56. Front Wall Light #5: Whelen M6 Clear Light	\$	incl
57. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	175.00
58. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	175.00
59. *Note to Engineering: Mount Opticom emitter toward D/S of front scene light. Relocate plating in front wall.	\$	incl
60. UNOC #318 - All Clear LEDs to turn OFF in PARK	\$	300.00
61. Driver Wall Front Box Light: Whelen M9 Red Light	\$	175.00
62. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	175.00
63. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
64. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$	3,750.00
65. O2 Compartment Style: 76" O2 Standup with Divider	\$	incl
66. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
67. O2 Cylinder Changing Wrench	\$	125.00
68. Intermediate Compartment Style: SCBA in the Corners	\$	300.00
69. (1) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	700.00
70. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	300.00
71. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
72. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
73. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	300.00
74. (1) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	700.00
75. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	300.00
76. Driver Side Blind Spot Camera	\$	750.00
77. Module Window Option: Sliding Window	\$	incl
78. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	375.00



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79. Upper Rear Wall Light Layout: 5 Across	\$	incl
80. Upper Light #1: Whelen M6 Amber Light	\$	375.00
81. Upper Light #2: Whelen M6 Load Light	\$	incl
82. Upper Light #3: Whelen M6 Green Light	\$	175.00
83. Upper Light #4: Whelen M6 Load Light	\$	incl
84. Upper Light #5: Whelen M6 Amber Light	\$	375.00
85. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
86. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
87. Lower Light #3: Whelen M6 Red Light	\$	incl
88. Lower Light #4: Whelen M6 Red Light	\$	incl
89. Rear Wall Driver Box Light: Whelen M9 Red Light	\$	175.00
90. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$	175.00
91. Lower BTTs: 2 M6 Lights on each side	\$	950.00
92. Rear Bumper	\$	incl
93. Door Grabbers	\$	incl
94. License Plate Light	\$	incl
95. Passenger Wall Front Box Light: Whelen M9 Red Light	\$	175.00
96. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$	175.00
97. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
98. Passenger Scene Light Activated with Side Entry Door	\$	425.00
99. Interior Step Option: Double Step Well	\$	incl
100. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
101. Passenger Side Blind Spot Camera	\$	750.00
102. Door Locks on Entry Doors and Compartments	\$	3,700.00
103. Gas Hold Open on All Compartments	\$	1,500.00
Module Exterior Subtotal		\$ 61,250.00

Chassis Interior:

104. Siren Speakers: Whelen SA 315 Speakers	\$	incl
105. Tap-2 on Primary Siren	\$	incl
106. Siren Option: Whelen C9 Siren in Console	\$	incl
107. Mic 1 shipped loose	\$	incl
108. HAAS Alert System: HAAS Alert Responder to Vehicle - 5 Year Sub	\$	650.00
109. Slot 1: Single Slot Switch Panel	\$	incl



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110. Slot 2: Siren 1	\$	incl
111. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims Item ID 2398	\$	incl
112. Slot 4: Traffic Advisor Head	\$	incl
113. Console Switch Layout : Primary - Secondary - Opticom - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Air Horn -	\$	incl
114. New Armrest	\$	300.00
115. Console Layout: 4-Slot Console	\$	incl
116. Front Base of Console: 120VAC	\$	700.00
117. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	250.00
118. Rear of Console: Double Mapholder	\$	500.00
119. Chassis Rear Wall: 3 High Glove Box Holder	\$	300.00
120. Camera System: Voyager 7" Monitor with Back-Up Camera	\$	2,175.00
121. White Back-up Camera	\$	incl
122. Map Light: Light on passenger side	\$	300.00
123. Secure-Idle Anti-Theft System	\$	850.00
124. Aftermarket Vinyl Seats	\$	1,100.00
Chassis Interior Subtotal	\$	7,125.00

Module Interior:

125. Protek Cushions	\$	incl
126. Gunmetal Grey Interior	\$	incl
127. Stainless Steel Countertops	\$	incl
128. Yellow Grab Rails	\$	300.00
129. Stacked Cabinet with Medvault Opening	\$	1,650.00
130. Customer Provided Medvault	\$	625.00
131. (2) Glove Box Holders on the Front Wall	\$	450.00
132. 15 Qt. Engel Fridge	\$	1,525.00
133. Duplex Outlet on the Front Wall	\$	incl
134. NOTE- Medvault is a mini	\$	incl
135. Location 1: 8 Switch panel	\$	incl
136. Location 2: Double O2 Outlet	\$	incl
137. Location 3: Electric O2 panel with monitor	\$	2,300.00
138. Location 4: Thermostat	\$	incl
139. Location 6: Blank	\$	incl



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140. Location 7: Blank	\$	incl
141. Location 8: Quad 120 VAC	\$	incl
142. Location 9: Suction	\$	incl
143. Door Lock Switch at Action Wall	\$	175.00
144. (1) Kussmaul USB/USB-C Device(s) at Action Wall	\$	300.00
145. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Kussmaul USB/USB-C; Module Heater - Hi/Off/Low; Unlock/Lock; Blank;	\$	incl
146. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,975.00
147. Sharps Container at Action Wall	\$	incl
148. Acrylic Holder at the Action Wall Cabinet	\$	incl
149. New 6pt Harness at the CPR Seat	\$	700.00
150. Cabinet Aft CPR Seat	\$	1,225.00
151. A/C Vent Plate Perko Clip	\$	75.00
152. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
153. Latching Double Interior Squad Bench Storage	\$	incl
154. Two Seating Positions at the Squad Bench - 1 and 2	\$	incl
155. Harness Type for Seat Position 1: New 6pt Harness	\$	700.00
156. Harness Type for Seat Position 2: New 6pt Harness	\$	700.00
157. Acrylic Holder and Sharps at Squad Bench	\$	1,075.00
158. Triple Squad Bench Cabinet	\$	1,225.00
159. Trashcan With Lid at the Head of the Squad Bench	\$	incl
160. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
161. 2 High "D" Cylinder Holder in the Front I/O	\$	250.00
162. Duplex Outlet Above the Front I/O	\$	incl
163. Large Black Trashcan at the Side Entry Door	\$	250.00
164. . UNOC #2872 - Furnish and install custom, wider, front I/O compartment with double doors: - Forward 12" of the compartment will be exterior access only for stair chair storage - Aft of stair chair storage will be standard area for I/O space - Outside only space below floor may not be full depth due to forward liquid spring bracket	\$	2,875.00
165. UNOC #2635 - Furnish and install custom backboard and shelf compartment on P/S, toward rear; full height divider to be 12" from front wall; (4) adjustable shelf to right of divider at front. Double hinged lexan doors on iupper nterior facing squad bench. Door positioned below squad bench cabinet	\$	1,750.00



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166. UNOC #2882 - Custom front I/O cabinet to be 4" taller than standard to accommodate drawer without taking up I/O space	\$	475.00
167. UNOC #2879 - Furnish and install full width, 4" deep drawer for front I/O, that opens toward aisle	\$	350.00
168. O2 Outlet in Ceiling Raceway	\$	450.00
169. IV Hanger on Ceiling Raceway	\$	incl
170. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 14' Unit	\$	650.00
171. IV Hanger on Squad Bench Ceiling	\$	incl
172. Head knocker options: With Clock only	\$	625.00
173. Stryker cot tower only (no antler and bar)	\$	incl
174. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2	\$	2,225.00
175. Loncoin II Onyx Floor	\$	incl
176. Captain's Chair Type: Valor's Captain's Chair with 4pt. Harness	\$	2,025.00
177. Module Heater : New	\$	incl
178. Customer Provided Items Processing Fee	\$	325.00
Module Interior Subtotal		\$ 27,250.00



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Email this quote along with your PO
to Lauren Lambert at llambert@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



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TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase



Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-23

Date Prepared:

1/3/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	Flower Mound Fire Department	Contractor:	Sterling McCall Ford	3895	HGAC
Contact Person:	Dean Feldpausch	Prepared By:	Pablo Cantu		
Phone:		Phone:	(281) 588-5007		
Fax:		Fax:	(281) 588-5150		
Email:	Dean.Feldpausch@flower-mound.com	Email:	pcantu@sterlingmccallford.com		

Product Description	Type I - 14'Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: AM10-23	\$223,750.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Door Forward	\$6,750.00	Pioneer Side Scene - Recessed	\$6,325.00
Paint Two Tone	\$8,200.00	New Door Locks on Compartments and Entry Doors	\$6,450.00
LiquidSpring	\$17,050.00	Gas Hold-Open in Compartment(Except Genset)	\$1,175.00
Chassis Steps: Texture Coated Side Steps	\$1,500.00	Current Voyager Product Catalog List Price	\$2,175.00
Powder Coated Black Grille Guard/Full Replacement with Head	\$1,925.00	After-market Vinyl Seats in Truck Cab	\$1,225.00
Dual 10" & 12" Air Horns	\$1,600.00	Stacked Cabinet with Medvault Opening	\$1,825.00
4" Plymovent Exhaust	\$1,025.00	Engle 15 gt. Refrigerator	\$1,350.00
MEPS	\$20,775.00	Electric O2 with Monitor	\$2,525.00
Treadbrite Panels	\$950.00	Current Zoll Medical Product Catalog List Price	\$1,975.00
Conspicuity on the Rear of the Module in a Chevron Pattern	\$2,225.00	Cabinet to the Rear of the CPR Seat	\$1,350.00
Graphics Package Economy	\$4,700.00	Acrylic Holder and Sharps at Squad Bench	\$1,200.00
Ground lights on perimeter of module and chassis steps	\$4,400.00	Triple Squad Bench Cabiner	\$1,350.00
GTT Opticom on Front Wall	\$2,725.00	Customer Provided Power-load	\$2,450.00
TAM85 Traffic Advisor with Head at Console	\$2,075.00	Valor's Captain's Chair with Child Safety	\$2,625.00
Kussmual 30/20 Shorepower	\$850.00	(1) SC-50-H-6-SF SCBA bracket	\$775.00
New Whelen Pioneer Plus Dual Panel LED (Surface)	\$5,550.00	Subtotal B:	\$117,075.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Module Interior Customer Requested Unpublished Custom Options	\$3,025.00		
		Subtotal C:	\$3,025.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0.89%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$343,850.00	=	Subtotal D:	\$343,850.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E:	\$1,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	\$0.00

Delivery Date:

G. Total Purchase Price (D+E+F):

\$344,850.00



Bid Award Recommendation

Date: 1/9/2024 – VERF – FY23-24

Description: **New Frazer Medic Body on a New Ford F450 4x2 DRW Chassis**

Qty.: 1

Replaces: 61000-07, a 2018 Ford F450 Medic – Fire, Emergency Medical Services

Bidder: Sterling McCall Ford, Pablo Cantu, 281-588-5007,
pcantu@sterlingmccallford.com

Item: 1 – New Frazer Medic Body on a New Ford F450 7.3L Gasoline Engine 4x2 DRW Chassis with Equipment and Options as Per Specifications Identified on HGACBuy Cooperative Contract# AM10-23 and Frazer TOFM Quote Q3895-0001 dated 1/3/2024.

Total Cost of Vehicles, Equipment & Installation:

\$344,850.00

It is Fleet Services recommendation to award the bid to **Sterling McCall Ford** in the amount of **\$344,850.00** utilizing the **HGACBuy Cooperative Contract # AM10-23**.

Fleet Services Manager

1/9/2024

Date



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

DATE: January 16, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Discuss and consider possible Charter amendments.**

BACKGROUND: On December 4, the Charter Review Commission provided Council with its final report, which included 6 proposed amendments.

After Council discussion and consideration on December 4 and 18, there was general consensus to bring forward 5 of the 6 proposed amendments:

- References to 2-year terms (remove)
- Ordinance captions - newspaper requirement
- Town Manager residency - 1-year extension
- Add Tarrant County as an entity to file the budget with
- Town Manager authorization change from \$15 - \$50

A consensus was not reached regarding the topic of public-private partnerships. The purpose of this item is to continue the discussion and provide staff with direction on the following options based on the previous discussion:

1. take no action
2. include a proposed amendment to:
 - a. replace the current language as it relates to an election requirement for public-private partnerships to a super-majority vote of the Town Council
 - b. remove the current language as it relates to an election requirement for public-private partnerships

If a consensus is not reached, Council will have the option to bring forward a motion and vote for each proposed amendment, as warranted, when the election is called on February 5, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: The Charter Review Commission presented their recommendations for proposed amendments at the December 4 Town Council meeting.

ALTERNATIVES: Section 11.20 requires a review of the Town Charter every five years. There is no requirement to amend the Town Charter.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: No action is needed at this time. Staff direction only is needed should Council be interested in bringing forward a proposed Charter amendment as it relates to Public-Private Partnerships.



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: January 16, 2024
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD23-0006 – Hopewell Gerault Industrial) from Planned Development District No. 174 (PD-174) with Campus Industrial District (CI) uses to Planned Development District No.199 (PD-199) with Campus Industrial District (CI) uses. The property is generally located south of Lakeside Parkway and east of Gerault Road. (PZ recommended approval by a vote of 6 to 0 at its January 8, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 7.833 acres
- Proposed Zoning - Planned Development District No. 174 with Campus Industrial District (CI) uses.
- SMARTGrowth – Passed
- Traffic Analysis – The Town's Traffic Engineer determined that the proposal does not exceed the 5% trip generation threshold, therefore a TA was not required.
- Incentives - None Requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval at its January 8, 2024, meeting by a vote of 6 to 0.

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.

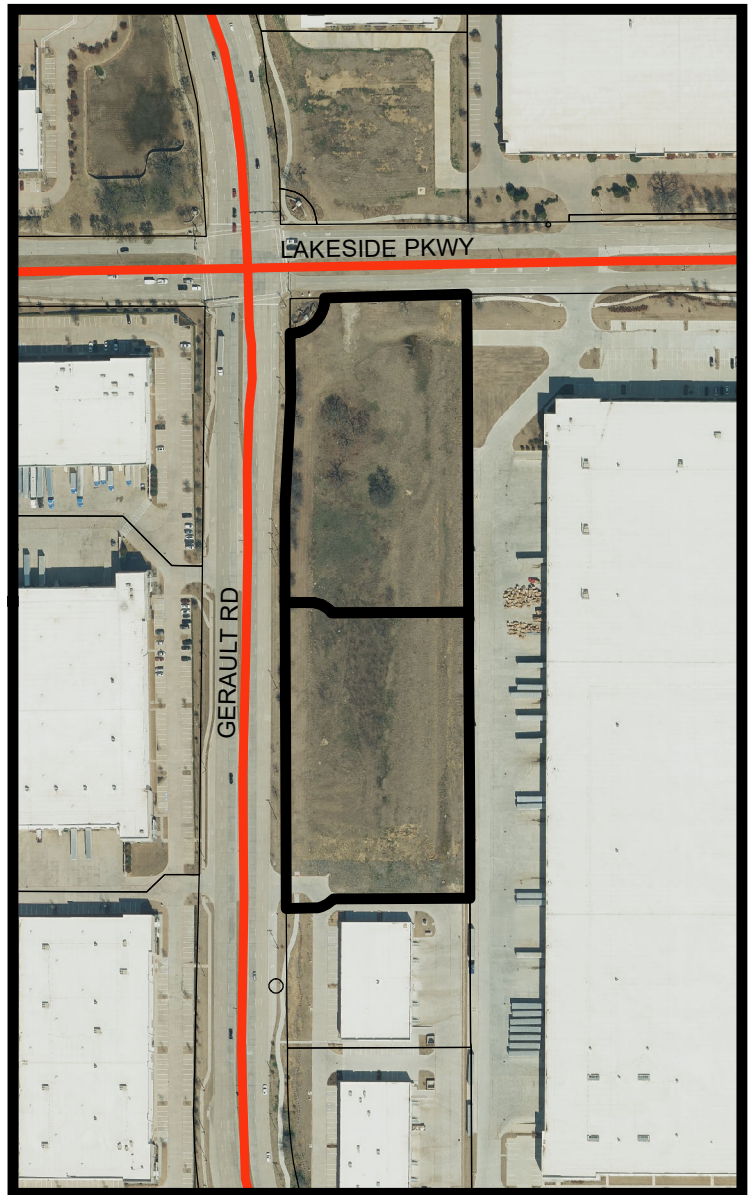
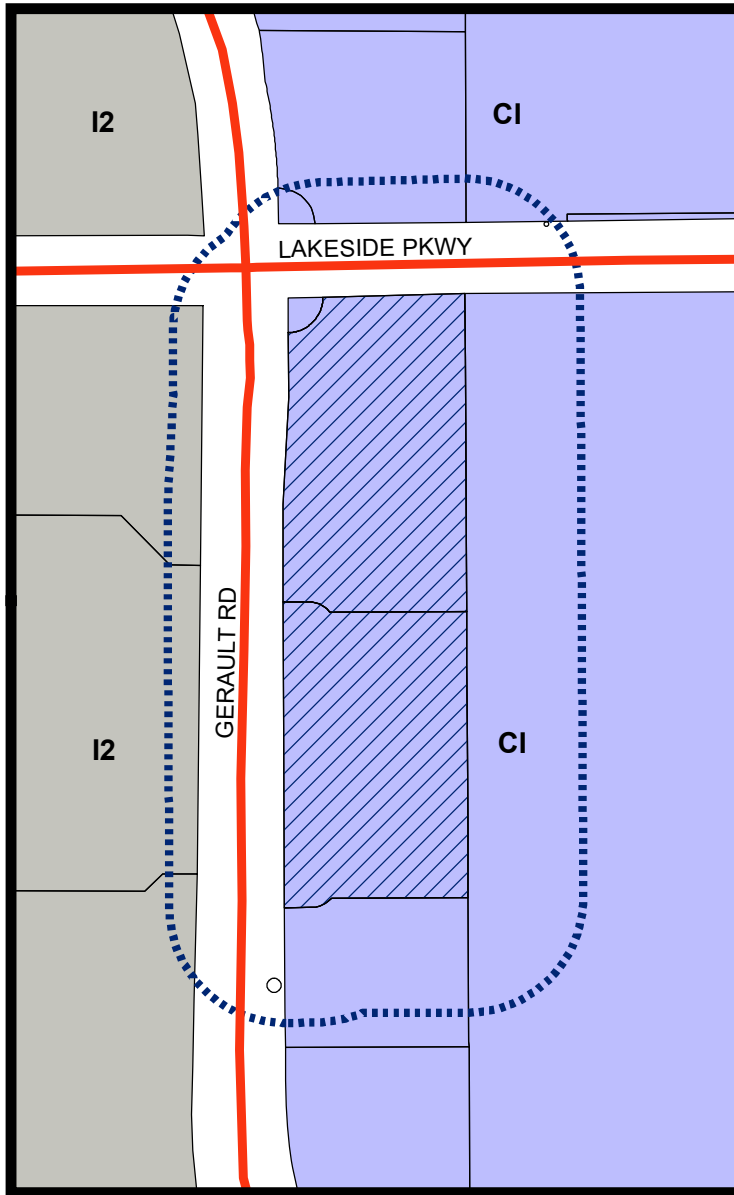
ATTACHMENTS:

1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. Exhibits A-E

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

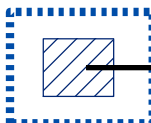
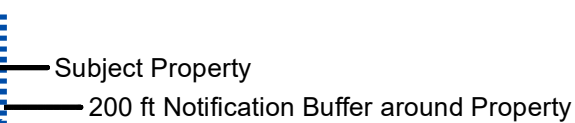
Vicinity Map

ZPD23-0006: Hopewell Gerault Industrial



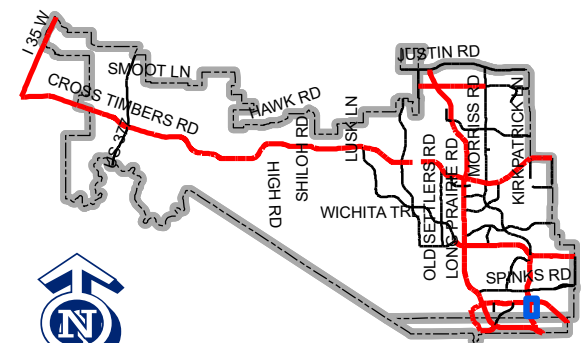
LEGEND

 Campus Industrial  Industrial 2

 Subject Property
 200 ft Notification Buffer around Property

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 7.833 ACRES OF LAND AND BEING ALL OF LOTS 4R1 AND 4R2, BLOCK A, LAKESIDE RANCH BUSINESS PARK ADDITION, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT DISTRICT-174 (PD-174) WITH CI CAMPUS INDUSTRIAL DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-199 (PD-199) WITH CI CAMPUS INDUSTRIAL DISTRICT USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town 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 7.833 acres of land and being all of Lots 4R1 and 4R2, Block A, Lakeside Ranch Business Park Addition, Denton County, Texas (the "Property"), have filed an application to change the zoning from Planned Development District-174 (PD-174) with CI Campus Industrial District uses to Planned Development District-199 (PD-199) with CI Campus Industrial District uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on January 8, 2024, and the Town Council of the Town held a public hearing on January 16, 2024, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the official Zoning Map as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described Property and area to establish a Planned Development District as shown below:

Approximately 7.833 acres of land and being all of Lots 4R1 4R2, Block A, Lakeside Ranch Business Park Addition, Denton County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein.

Planned Development District-199 (PD-199) with CI Campus Industrial District uses.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed Planned Development District No. 199 (PD-199), attached hereto as Exhibits "B", "C", "D", and "E", each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations for this Planned Development District No. 199 (PD-199).

SECTION 3

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended by repealing Planned Development District-174 (PD-174).

SECTION 4

The official Zoning Map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 199 (PD-199), as set forth above.

SECTION 5

The use of the Property shall be subject to all restrictions, terms, and conditions contained in Exhibits "B", "C", "D", and "E" attached hereto, as well as the applicable

regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 6

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except 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 7

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 8

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 of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9

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 10

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 11

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.

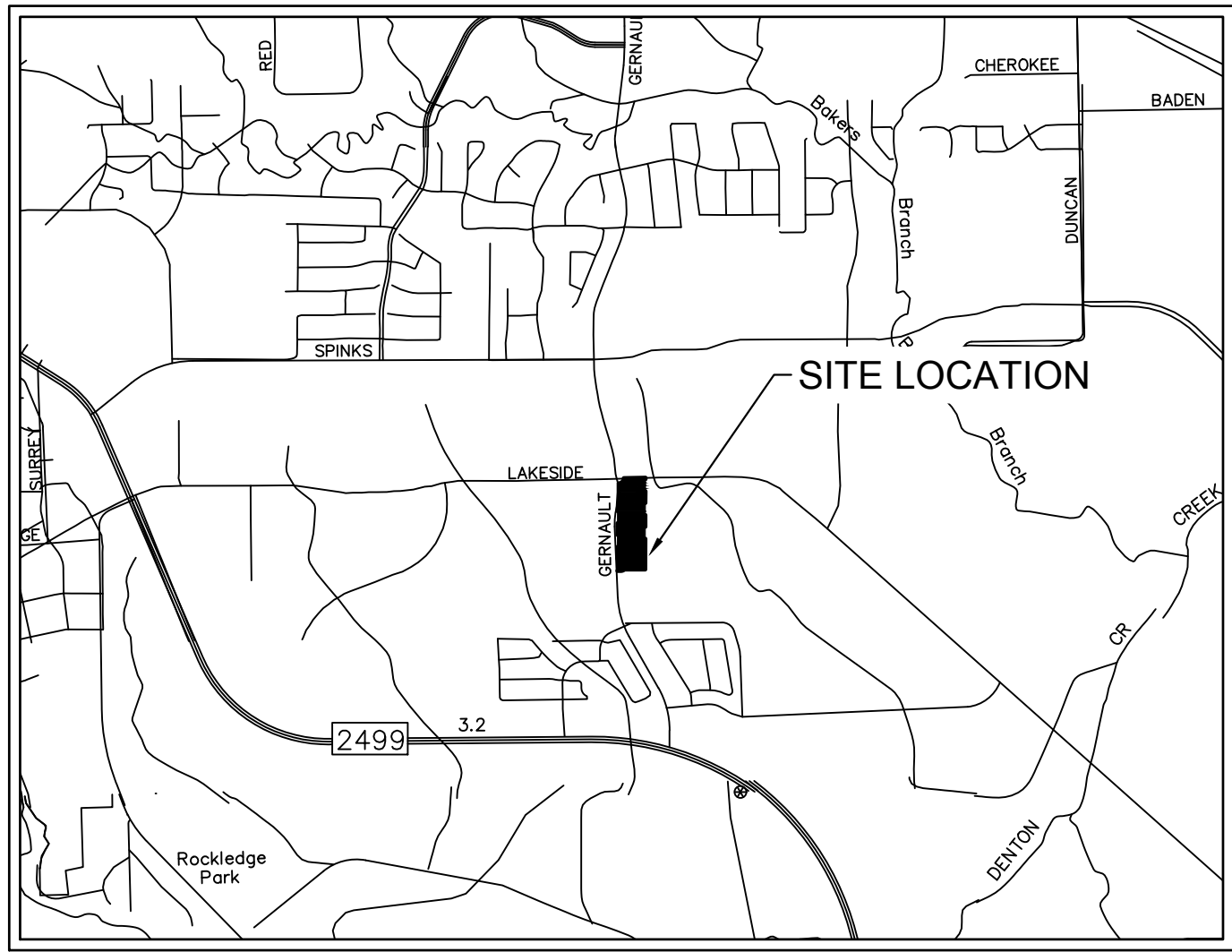
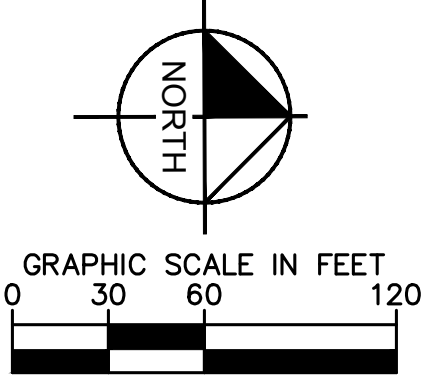
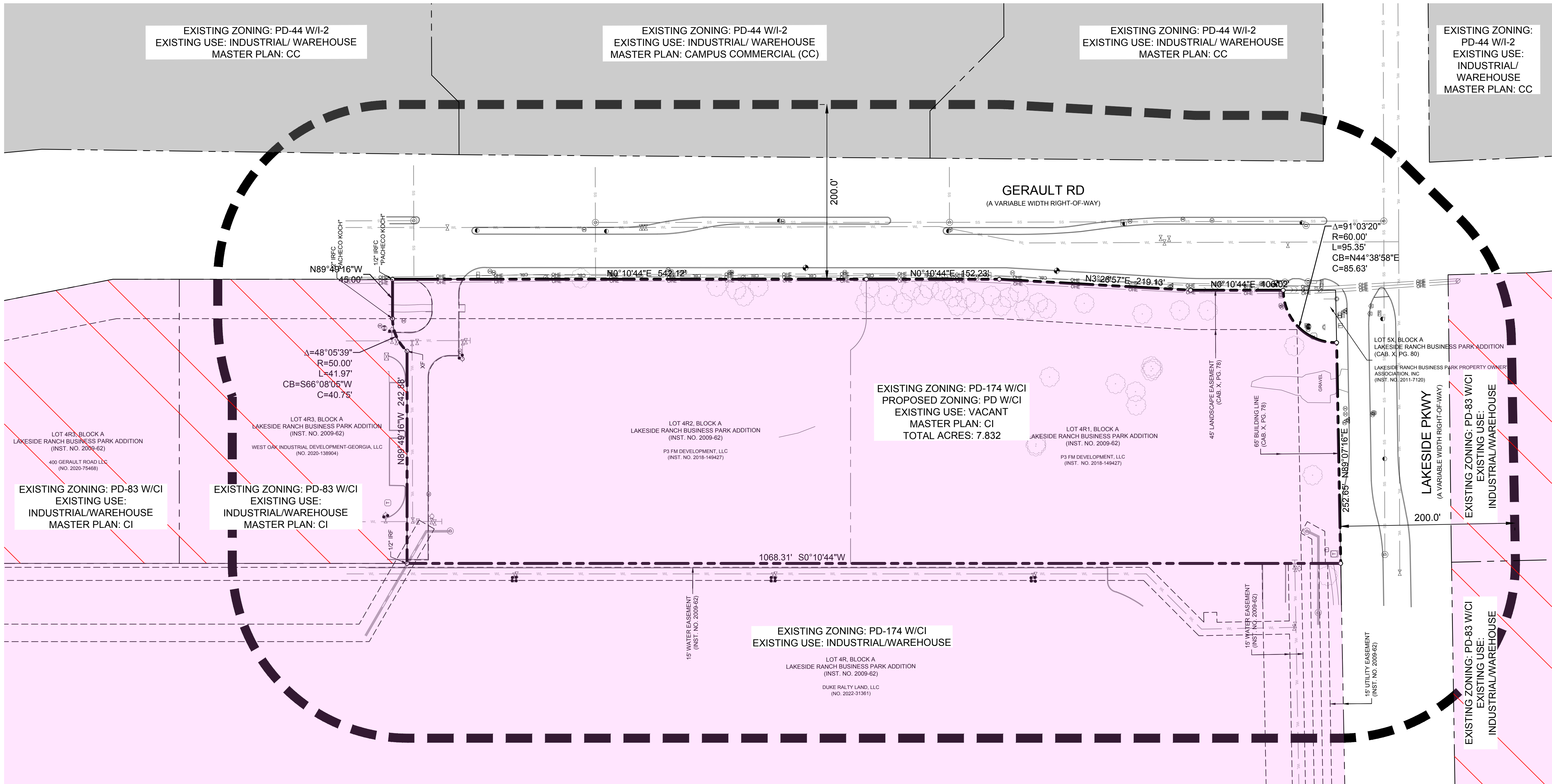
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16TH DAY OF JANUARY, 2024.

APPROVED:

Derek France, MAYOR

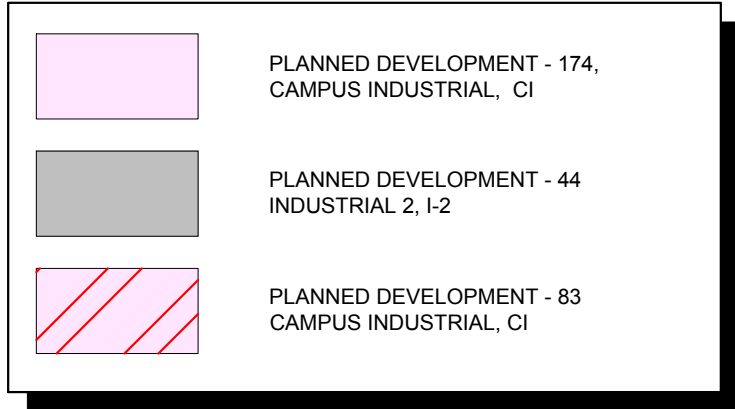
ATTEST:

Theresa Scott, TOWN SECRETARY



LOCATION MAP
SCALE: 1" = 2,000'

LEGEND



DEVELOPER:
HOPEWELL DEVELOPMENT II, LP
410 2020 4TH STREET SW
CALGARY, ALBERTA, T2S 1W3
CONTACT: DON LARKE
PHONE: (403) 355-0436

ENGINEER:
Kimley»Horn
801 CHERRY ST. UNIT 11, SUITE 950
FORT WORTH, TEXAS 76102
CONTACT: TYLER SCOTT, P.E.
PHONE: (817) 335-6511
FAX: (817) 335-5070



BENCH MARK LIST

BM 100	MAG NAIL W/ WASHER SET IN THE SOUTHEAST CORNER OF A CURB INLET ON THE EAST SIDE OF GERAULT ROAD, 475' SOUTH OF THE INTERSECTION OF THE EAST CURB LINE OF GERAULT ROAD AND THE SOUTH CURB LINE OF LAKESIDE PARKWAY
BM 101	MAG NAIL W/ WASHER SET IN THE EAST CURB LINE OF GERAULT ROAD, 4325' SOUTH OF THE INTERSECTION OF THE EAST CURB LINE OF GERAULT ROAD AND THE SOUTH CURB LINE OF LAKESIDE PARKWAY

NOTES:
The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202 based on observations made on March 9, 2023 with an applied combined scale factor of 1.00015053.

REVIEWED
TOWN OF FLOWER MOUND
RELEASED FOR CONSTRUCTION
DATE _____
TOWN OF FLOWER MOUND
ENGINEERING SERVICES DIVISION

Kimley»Horn

FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: TYLER SCOTT, P.E.
P.E. No. 131358 Date 10/30/2023

PROJECT No.	06131115
DATE:	APRIL 2023
SCALE:	AS SHOWN
DESIGNED BY:	KHA
DRAWN BY:	KHA
CHECKED BY:	KHA

HOPEWELL GERAULT INDUSTRIAL

ZONING EXHIBIT

SHEET NUMBER
C-02

Exhibit B
Development Standards

Planned Development District - 199 (PD-199)
Hopewell Gerault Industrial

The development on the property comprising approximately 7.833 acres of land within the corporate limits of the Town of Flower Mound, Texas (the “Town”), shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

(a) **EXHIBITS.**

(1) The following Exhibits are incorporated into this planned development.

- a. Exhibit “C”: Conceptual Site Plan.
- b. Exhibit “D”: Conceptual Landscape Plan.
- c. Exhibit “E”: Conceptual Elevations.

(b) **PERMITTED USES.** The uses listed as Permitted Uses in the CI Campus Industrial District in the Town’s Zoning Ordinance shall be permitted within PD-199.

(c) **SPECIFIC USES.** The uses listed as Specific Uses in the CI Campus Industrial District in the Town’s Zoning Ordinance shall be permitted within PD-199 with a Specific Use Permit (SUP) approved by the Town Council.

(d) **TEMPORARY USES.** The uses listed as Temporary Uses in the CI Campus Industrial District in the Town’s Zoning Ordinance shall be permitted within PD-199 only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits.”

(e) **DIMENSIONAL REGULATIONS.** The dimensional regulations listed in the CI Campus Industrial District in the Town’s Zoning Ordinance shall be required for PD-199.

(f) **LANDSCAPE AND SCREENING REQUIREMENTS.** All landscaping and screening shall be provided in a consistent manner as established by Exhibit “D.”

(g) **ELEVATIONS.** All elevations shall be provided in a consistent manner as established by Exhibit “E.”



- ## KEY NOTES

SITE INFORMATION

MASTER PLAN FEATURES



BENCH MARK LIST

NOTES:

The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202 based on observations made on March 9, 2023 with an applied combined scale factor of 1.00015063.

LE: 1" = 2,000

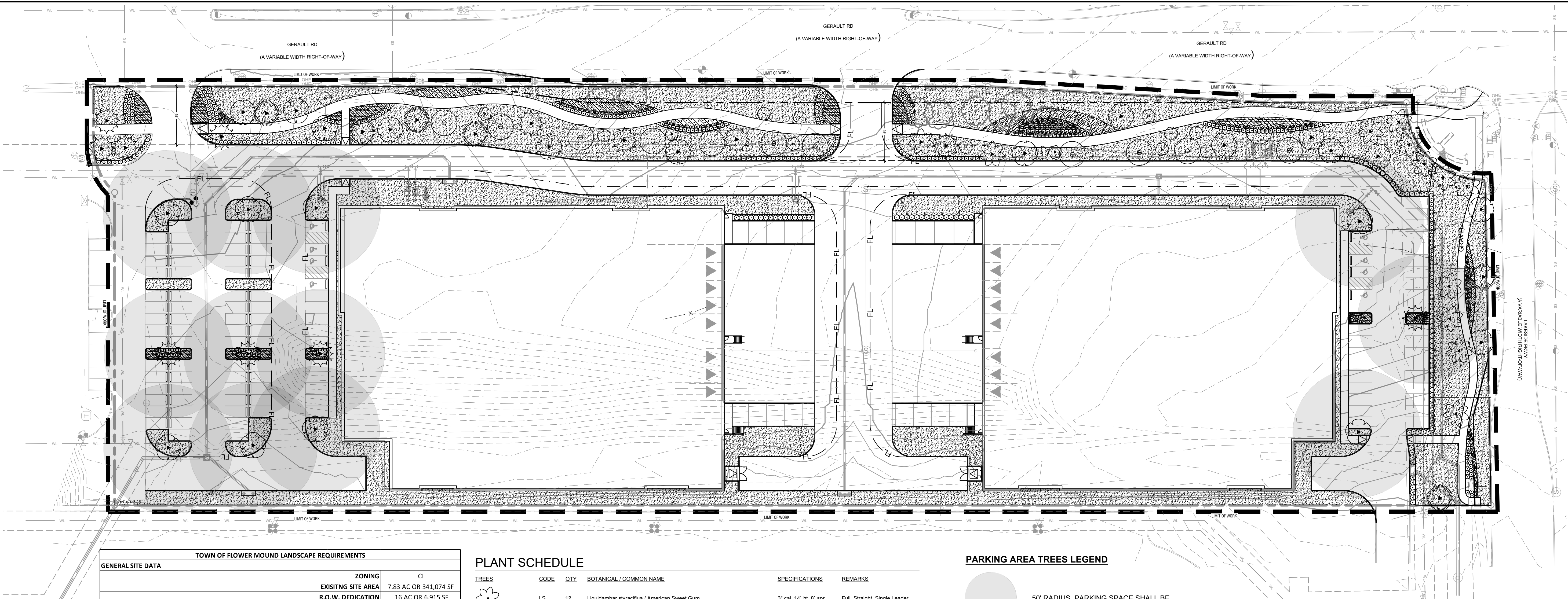
REVIEWED

TOWN OF FLOWER MOUND
ENGINEERING SERVICES DIVISION

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING FOOT PRINT DIMENSIONS.

LEGEND

IMAGES

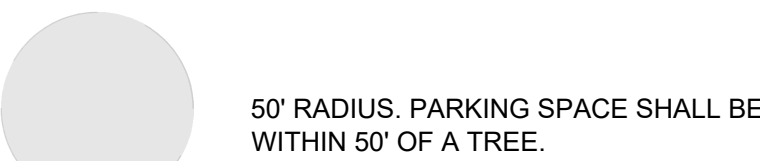


TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS		
GENERAL SITE DATA		
	ZONING	CI
	EXISTING SITE AREA	7.83 AC OR 341,074 SF
	R.O.W. DEDICATION	.16 AC OR 6,915 SF
	PROPOSED SITE AREA	7.67 AC OR 334,159 SF
STREET YARD - GERAULT RD. - TOTAL STREET YARD S.F. 90,130 S.F.		
10 CANOPY TREES / FIRST 10,000 S.F.		
10,000 S.F. = 10 TREES	10 CANOPY TREES	10 CANOPY TREES
1 CANOPY TREE / PER EACH ADDITIONAL 2,500 S.F.		
90,130 S.F. - 10,000 = 80,130 / 2,500 = 32 TREES	32 CANOPY TREES	26 CANOPY TREES 5 ORNAMENTAL TREES (15/3 = 5 TREES) 8 EXISTING CANOPY TREES
STREET YARD - LAKESIDE PKWY - TOTAL STREET YARD S.F. 28,900 S.F.		
10 CANOPY TREES / FIRST 10,000 S.F.		
10,000 S.F. = 10 TREES	10 CANOPY TREES	10 CANOPY TREES
1 CANOPY TREE / PER EACH ADDITIONAL 2,500 S.F.		
28,900 S.F. - 10,000 = 18,900 S.F. / 2,500 = 7.56 = 8 TREES	8 CANOPY TREES	8 CANOPY TREES
STREET BUFFER - GERAULT RD. - TOTAL STREET YARD S.F. 900 L.F.		
1 CANOPY TREE / 30 L.F.		
900 L.F. / 30 L.F. = 30	30 CANOPY TREES	44 CANOPY TREES
STREET BUFFER - LAKESIDE PKWY - TOTAL STREET YARD 252.64 L.F.		
1 CANOPY TREE / 30 L.F.		
252.64 L.F. / 30 L.F.= 8.4 = 9	9 CANOPY TREES	10 CANOPY TREES
STREET YARD LANDSCAPE- GERAULT RD.-TOTAL STREET YARD 90,130 S.F.		
MIN. 20% OF STREET YARD SHALL BE LANDSCAPE		
90,130 S.F X .20 = 18,026 S.F.	18,026S. F.	39,553 S.F.
STREET YARD LANDSCAPE- LAKESIDE PKWY- TOTAL STREET YARD 28,900 S.F.		
MIN. 20% OF STREET YARD SHALL BE LANDSCAPE		
29,900 S.F X .20 = 5,780 S.F.	5,780 S.F.	9,841 S.F.
PARKING LOT TREES- TOTAL PARKING SPACES 111		
1 TREE / 10 PARKING SPACE ALL PACES ARE WITHIN 50' OF A TREE		
111 / 10 = 11.1 = 12	12 TREES	12 TREES
PARKING LOT LANDSCAPE= TOTAL PARKING SPACES 111		
LANDSCAPE AREA WITHIN OFF STREET PARKING SHOULD HAVE A MIN. OF 90 S.F. PER 12 SPACES.		
111 / 12 = 9.25 * 90 = 832.5	832.5 S.F.	985 S.F.
SCREENING OF SURFACE PARKING LOT		
	REQUIRED	PROVIDED
SCREENING TO EXTEND ENTIRE STREET FRONTAGE OF SURFACE PARKING LOT. PLANTING MATERIALS TO BE MIN. 36" IN HEIGHT.	YES	YES
PARKING AREA TREES		
ALL PARKING SPACES MUST BE LOCATED WITHIN 50' OF A TREE	REQUIRED	PROVIDED
	YES	YES

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
LS	12	Liquidambar styraciflua / American Sweet Gum	3" cal, 14' ht, 8" spr	Full, Straight, Single Leader	
MG	12	Magnolia grandiflora / Southern Magnolia	3" cal, 12' ht, 5'-7" spr	Full, Straight, Single Leader	
QS	6	Quercus shumardi / Shumard Red Oak	3" cal, 14' ht, 5'-6" spr	Full, Straight, Single Leader	
QV	12	Quercus virginiana / Southern Live Oak	3" cal, 16' ht, 6" spr	Full, Straight, Single Leader	
TD	12	Taxodium distichum / Bald Cypress	3" cal, 14' ht, 5" spr	Full, Straight, Single Leader	
UC	10	Ulmus crassifolia / Cedar Elm	3" cal, 14' ht, 6" spr	Full, Straight, Single Leader	
ORNAMENTAL TREE	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
JS	32	Juniperus scopulorum 'Skyrocket' / Skyrocket Juniper	3" cal, 10' ht, 4" spr	Full, Straight, Single Leader	
LN	6	Lagerstroemia x 'Natchez' / Crape Myrtle Natchez	3" cal, 14' ht, 6" spr	Full, Single Leader	
MC	9	Myrica cerifera / Wax Myrtle	3" cal, 14' ht, 5" spr	Full, Multi-Trunk	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
ABE	109	Abelia x grandiflora / Glossy Abelia	24" ht, 18" spr, 36" oc	Full	
HES	336	Hesperaloe parviflora / Red Yucca	18" ht, 18" spr, 24" oc	Full	
IXH	48	Ilex x 'Nellie R. Stevens' / Nellie R. Stevens Holly	36" ht, 24" spr, 48" oc	Full	
LGG	171	Loropetalum chinense / Loropetalum	24" ht, 18" spr, 36" oc	Full	
MCW	86	Myrica cerifera / Wax Myrtle	36" ht, 24" spr, 48" oc	Full	
PAS	75	Perovskia atriplicifolia / Russian Sage	18" ht, 18" spr, 24" oc	Full	
PC2	41	Prunus caroliniana / Carolina Cherry Laurel	36" ht, 24" spr, 48" oc	Full	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
EUF	509	Euonymus fortunei 'Coloratus' / Purple-leaf Winter Creeper	8" ht, 8" spr, 18" oc	Full, 1 gallon min.	
MIX 1	570	Hemerocallis fulva 'Aztec Gold' /Liriope muscari / Aztec Gold Daylily/Liriope	12" ht, 12" spr, 18" oc	Full, 1 gallon min.	
LHG	539	Lantana x 'New Gold' / New Gold Lantana	12" ht, 12" spr, 18" oc	Full, 1 gallon min.	
MISC	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
SOD	TBD	Cynodon dactylon / Common Bermuda		Solid sod, rolled tight with sand filled joints 100% weed, disease, and pest free	
MULCH	TBD	Shredded hardwood mulch		3" depth. All trees in sod to receive a 4" dia. mulch ring	
STEEL EDGING	TBD			3/16" x 4", Black	

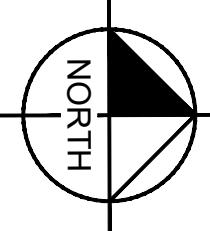
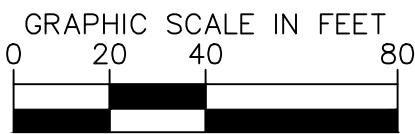
PARKING AREA TREES LEGEND

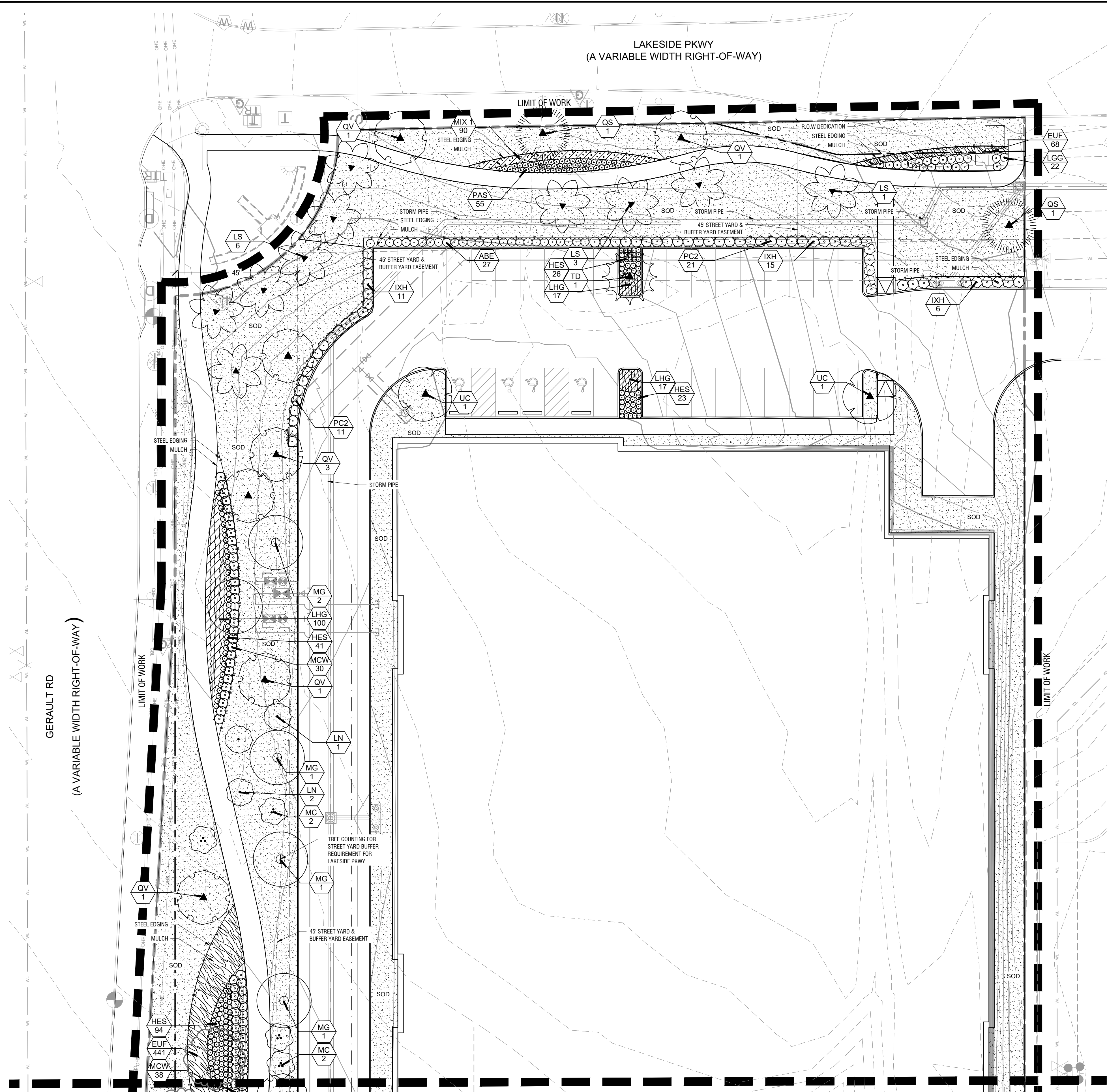


NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

LANDSCAPE TREE PRECENTAGE					
COMMON NAME	# OF TREES	SPECIES	% OF SPECIES	GENUS	% OF GENUS
AMERICAN SWEET GUM	12	STYRACIFLUA	19%	LIQUIDAMBAR	19%
SOUTHERN MAGNOLIA	12	GRANDIFLORA	19%	MAGNOLIA	19%
SHUMARD RED OAK	6	SHUMARDII	9%	QUERCUS	
SOUTHERN LIVE OAK	12	VIRGINIANA	19%	QUERCUS	28%
BALD CYPRESS	12	DISTICHUM	19%	TAXODIUM	19%
CEDAR ELM	10	CRASSIFOLIA	16%	ULMUS	16%
TOTAL # OF TREES	64				





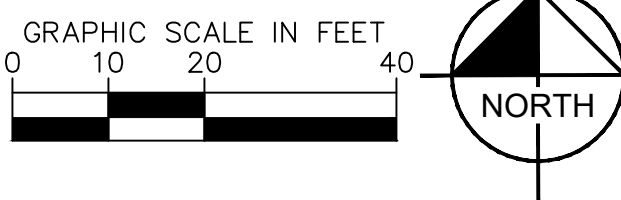
PLANT SCHEDULE

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TOTAL # OF TREES	64			



TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS		
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PARKING LOT TREES- TOTAL PARKING SPACES 111	REQUIRED	PROVIDED
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SCREENING OF SURFACE PARKING LOT	REQUIRED	PROVIDED
SCREENING TO EXTEND ENTIRE STREET FRONTAGE OF SURFACE PARKING LOT. PLANTING MATERIALS TO BE MIN. 36" IN HEIGHT.	YES	YES
PARKING AREA TREES	REQUIRED	PROVIDED
ALL PARKING SPACES MUST BE LOCATED WITHIN 50' OF A TREE	YES	YES

PROJECT No.
06131115

DATE
JANUARY 2024

SCALE
AS SHOWN

DESIGNED BY
BTM

DRAWN BY
BTM

CHECKED BY
MFP

HOPEWELL GERAULT INDUSTRIAL

LANDSCAPE PLAN

SHEET NUMBER

LP 1.02

Kimley»Horn

801 CHERRY ST. UNIT 11, STE 950, FORT WORTH, TX 76102
PHONE: 817-335-6511 FAX: 817-335-5070
TEXAS REGISTERED ENGINEERING FIRM F-328

PRELIMINARY

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn

P.L.A. MICHAEL F. POLASKI
L.A. No. 3479 Date: 01/04/2024

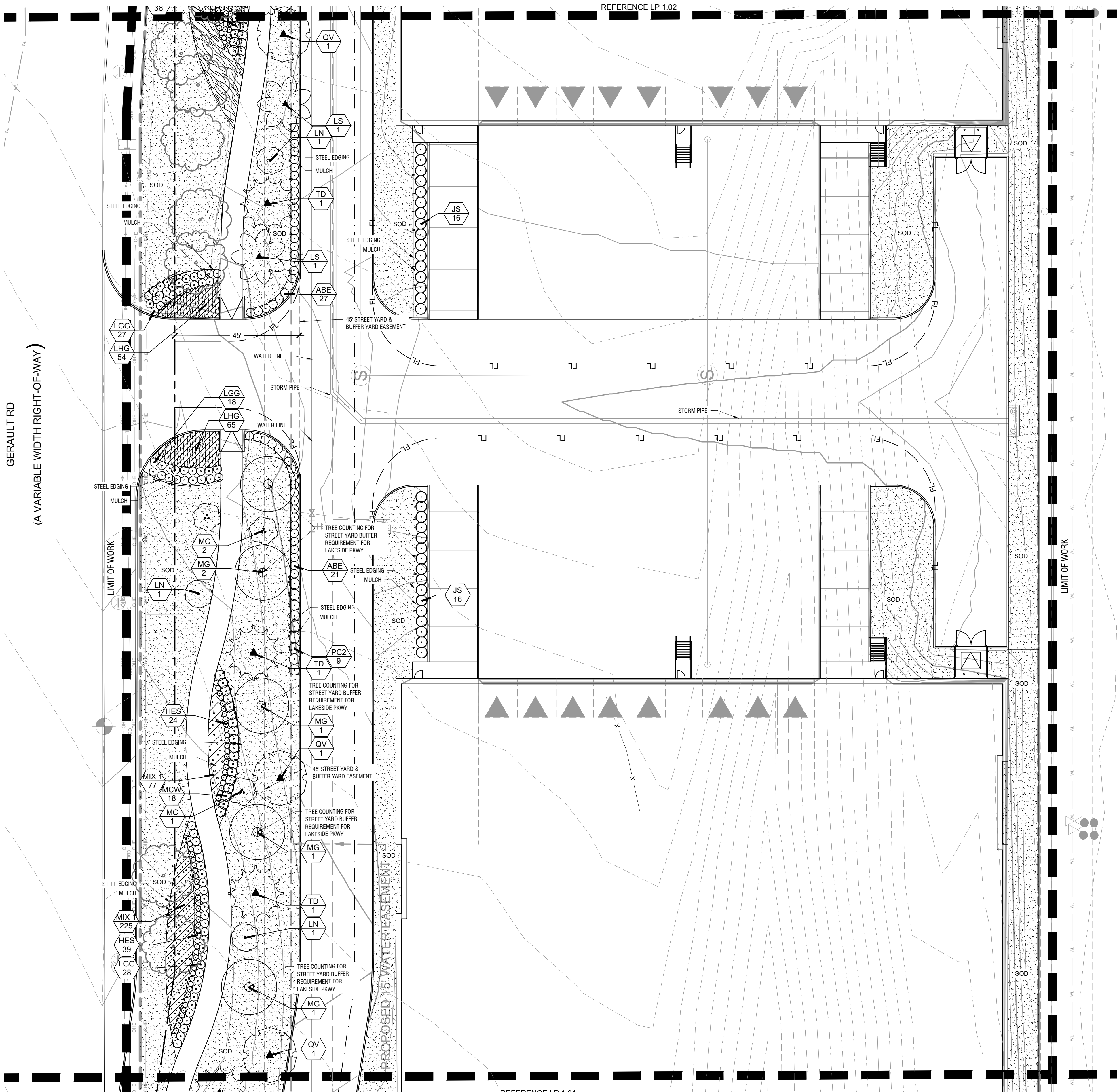
01/04/2024

DATE

REVISIONS

BY

Page 147 of 214



REFERENCE LP 1.02

REFERENCE LP 1.04

LANDSCAPE TREE PERCENTAGE					
COMMON NAME	# OF TREES	SPECIES	% OF SPECIES	GENUS	% OF GENUS
AMERICAN SWEET GUM	12	STYRACIFLUA	19%	LIQUIDAMBAR	19%
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TOTAL # OF TREES	64				

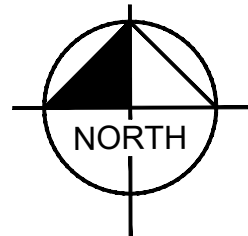
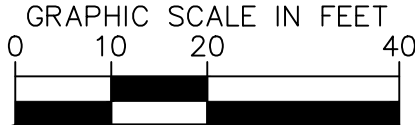
PLANT SCHEDULE

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ORNAMENTAL TREE	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
JS	32	Juniperus scopulorum 'Skyrocket' / Skyrocket Juniper	3" cal, 10' ht, 4" spr	Full, Straight, Single Leader	
LN	6	Lagerstroemia x 'Natchez' / Crape Myrtle Natchez	3" cal, 14' ht, 6" spr	Full, Single Leader	
MC	9	Myrica cerifera / Wax Myrtle	3" cal, 14' ht, 5" spr	Full, Multi-Trunk	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
ABE	109	Abelia x grandiflora / Glossy Abelia	24" ht, 18" spr, 36" oc	Full	
HES	336	Hesperaloe parviflora / Red Yucca	18" ht, 18" spr, 24" oc	Full	
IXH	48	Ilex x 'Nellie R. Stevens' / Nellie R. Stevens Holly	36" ht, 24" spr, 48" oc	Full	
LGG	171	Loropetalum chinense / Loropetalum	24" ht, 18" spr, 36" oc	Full	
MCW	86	Myrica cerifera / Wax Myrtle	36" ht, 24" spr, 48" oc	Full	
PAS	75	Perovskia atriplicifolia / Russian Sage	18" ht, 18" spr, 24" oc	Full	
PC2	41	Prunus caroliniana / Carolina Cherry Laurel	36" ht, 24" spr, 48" oc	Full	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
EUF	509	Euonymus fortunei 'Coloratus' / Purple-leaf Winter Creeper	8" ht, 8" spr, 18" oc	Full, 1 gallon min.	
MIX 1	570	Hemerocallis fulva 'Aztec Gold' /Liriope muscari / Aztec Gold Daylily/Liriope	12" ht, 12" spr, 18" oc	Full, 1 gallon min.	
LHG	539	Lantana x 'New Gold' / New Gold Lantana	12" ht, 12" spr, 18" oc	Full, 1 gallon min.	
MISC	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
SOD	TBD	Cynodon dactylon / Common Bermuda		Solid sod, rolled tight with sand filled joints 100% weed, disease, and pest free	
MULCH	TBD	Shredded hardwood mulch		3" depth. All trees in sod to receive a 4" dia. mulch ring	
STEEL EDGING	TBD			3/16" x 6", Black	

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS		
GENERAL SITE DATA		
	ZONING	CI
	EXISTING SITE AREA	7.83 AC OR 341,074 SF
	R.O.W. DEDICATION	.16 AC OR 6,915 SF
	PROPOSED SITE AREA	7.67 AC OR 334,159 SF
STREET YARD - GERAULT RD. - TOTAL STREET YARD S.F. 90,130 S.F.	REQUIRED	PROVIDED
10 CANOPY TREES / FIRST 10,000 S.F. 10,000 S.F. = 10 TREES	10 CANOPY TREES	10 CANOPY TREES
1 CANOPY TREE / PER EACH ADDITIONAL 2,500 S.F. 90,130 S.F. - 10,000 = 80,130 / 2,500 = 32 TREES	32 CANOPY TREES	26 CANOPY TREES 5 ORNAMENTAL TREES (15/3 = 5 TREES) 8 EXISTING CANOPY TREES
STREET YARD - LAKESIDE PKWY - TOTAL STREET YARD S.F. 28,900 S.F.	REQUIRED	PROVIDED
10 CANOPY TREES / FIRST 10,000 S.F. 10,000 S.F. = 10 TREES	10 CANOPY TREES	10 CANOPY TREES
1 CANOPY TREE / PER EACH ADDITIONAL 2,500 S.F. 28,900 S.F. - 10,000 = 18,900 S.F. / 2,500 = 7.56 = 8 TREES	8 CANOPY TREES	8 CANOPY TREES
STREET BUFFER - GERAULT RD. - TOTAL STREET YARD S.F. 900 L.F.	REQUIRED	PROVIDED
1 CANOPY TREE / 30 L.F. 900 L.F. / 30 L.F. = 30	30 CANOPY TREES	44 CANOPY TREES
STREET BUFFER - LAKESIDE PKWY - TOTAL STREET YARD 252.64 L.F.	REQUIRED	PROVIDED
1 CANOPY TREE / 30 L.F. 252.64 L.F. / 30 L.F. = 8.4 = 9	9 CANOPY TREES	10 CANOPY TREES
STREET YARD LANDSCAPE- GERAULT RD.-TOTAL STREET YARD 90,130 S.F.	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD SHALL BE LANDSCAPE 90,130 S.F X .20 = 18,026 S.F.	18,026 S.F.	39,553 S.F.
STREET YARD LANDSCAPE- LAKESIDE PKWY- TOTAL STREET YARD 28,900 S.F.	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD SHALL BE LANDSCAPE 29,900 S.F X .20 = 5,780 S.F.	5,780 S.F.	9,841 S.F.
PARKING LOT TREES- TOTAL PARKING SPACES 111	REQUIRED	PROVIDED
1 TREE / 10 PARKING SPACE ALL PACES ARE WITHIN 50' OF A TREE 111 / 10 = 11.1 = 12	12 TREES	12 TREES
PARKING LOT LANDSCAPE= TOTAL PARKING SPACES 111	REQUIRED	PROVIDED
LANDSCAPE AREA WITHIN OFF STREET PARKING SHOULD HAVE A MIN. OF 90 S.F. PER 12 SPACES. 111 / 12 = 9.25 * 90 = 832.5	832.5 S.F.	985 S.F.
SCREENING OF SURFACE PARKING LOT		
	REQUIRED	PROVIDED
SCREENING TO EXTEND ENTIRE STREET FRONTAGE OF SURFACE PARKING LOT. PLANTING MATERIALS TO BE MIN. 36" IN HEIGHT.	YES	YES
PARKING AREA TREES		
	REQUIRED	PROVIDED
ALL PARKING SPACES MUST BE LOCATED WITHIN 50' OF A TREE	YES	YES



Kimley»Horn

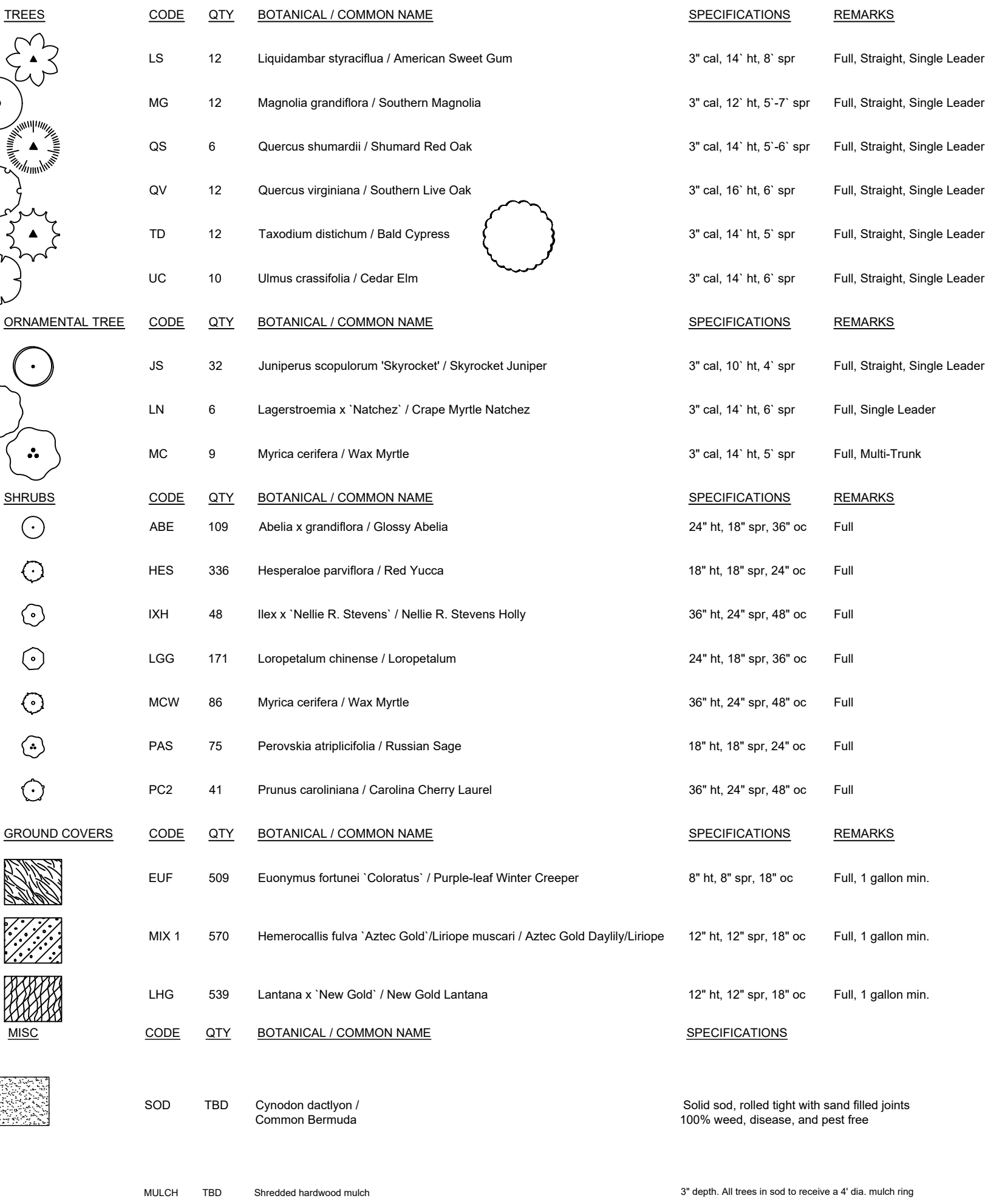
PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
P.L.A. MICHAEL F. POLASKI
L.A. No. 5479 Date: 01/04/2024

01/04/2024
PROJECT No. 061311115
DATE: JANUARY 2024
SCALE: AS SHOWN
DESIGNED BY: BTM
DRAWN BY: BTM
CHECKED BY: MFP

HOPEWELL GERAULT
INDUSTRIAL
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

SHEET NUMBER
LP 1.03



NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

GRAPHIC SCALE IN FEET

0 10 20 40



A graphic scale bar is shown with markings at 0, 10, 20, and 40 feet. The bar is divided into alternating black and white segments. To the right of the scale is a north arrow, which is a circle with a vertical line pointing down and a horizontal line pointing right. The word "NORTH" is written inside the circle, and a small black triangle is in the upper-left quadrant.

TOWN OF FLOWER MOUND LANDSCAPE REQUIREMENTS		
GENERAL SITE DATA	ZONING	CI
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	R.O.W. DEDICATION	.16 AC OR 6,915 SF
	PROPOSED SITE AREA	7.67 AC OR 334,159 SF
STREET YARD - GERAULT RD. - TOTAL STREET YARD S.F. 90,130 S.F. 10 CANOPY TREES / FIRST 10,000 S.F. 10,000 S.F. = 10 TREES	REQUIRED 10 CANOPY TREES	PROVIDED 10 CANOPY TREES
1 CANOPY TREE / PER EACH ADDITIONAL 2,500 S.F. 90,130 S.F. - 10,000 = 80,130 / 2,500 = 32 TREES	32 CANOPY TREES	26 CANOPY TREES 5 ORNAMENTAL TREES (15/3 = 5 TREES) 8 EXISTING CANOPY TREES
STREET YARD - LAKESIDE PKWY - TOTAL STREET YARD S.F. 28,900 S.F. 10 CANOPY TREES / FIRST 10,000 S.F. 10,000 S.F. = 10 TREES	REQUIRED 10 CANOPY TREES	PROVIDED 10 CANOPY TREES
1 CANOPY TREE / PER EACH ADDITIONAL 2,500 S.F. 28,900 S.F. - 10,000 = 18,900 S.F. / 2,500 = 7.56 = 8 TREES	8 CANOPY TREES	8 CANOPY TREES
STREET BUFFER - GERAULT RD. - TOTAL STREET YARD S.F. 900 L.F. 1 CANOPY TREE / 30 L.F. 900 L.F. / 30 L.F. = 30	REQUIRED 30 CANOPY TREES	PROVIDED 44 CANOPY TREES
STREET BUFFER - LAKESIDE PKWY - TOTAL STREET YARD 252.64 L.F. 1 CANOPY TREE / 30 L.F. 252.64 L.F. / 30 L.F. = 8.4 = 9	REQUIRED 9 CANOPY TREES	PROVIDED 10 CANOPY TREES
STREET YARD LANDSCAPE- GERAULT RD.-TOTAL STREET YARD 90,130 S.F. MIN. 20% OF STREET YARD SHALL BE LANDSCAPE 90,130 S.F X .20 = 18,026 S.F.	REQUIRED 18,026S.F.	PROVIDED 39,553 S.F.
STREET YARD LANDSCAPE- LAKESIDE PKWY- TOTAL STREET YARD 28,900 S.F. MIN. 20% OF STREET YARD SHALL BE LANDSCAPE 29,900 S.F X .20 = 5,780 S.F.	REQUIRED 5,780 S.F.	PROVIDED 9,841 S.F.
PARKING LOT TREES- TOTAL PARKING SPACES 111 1 TREE / 10 PARKING SPACE ALL PACES ARE WITHIN 50' OF A TREE 111 / 10 = 11.1 = 12	REQUIRED 12 TREES	PROVIDED 12 TREES
PARKING LOT LANDSCAPE= TOTAL PARKING SPACES 111 LANDSCAPE AREA WITHIN OFF STREET PARKING SHOULD HAVE A MIN. OF 90 S.F. PER 12 SPACES. 111 / 12 = 9.25 * 90 = 832.5	REQUIRED 832.5 S.F.	PROVIDED 985 S.F.
SCREENING OF SURFACE PARKING LOT		
SCREENING TO EXTEND ENTIRE STREET FRONTAGE OF SURFACE PARKING LOT. PLANTING MATERIALS TO BE MIN. 36" IN HEIGHT.	REQUIRED YES	PROVIDED YES
PARKING AREA TREES		
ALL PARKING SPACES MUST BE LOCATED WITHIN 50' OF A TREE	REQUIRED YES	PROVIDED YES

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URBAN DESIGN PLAN

3. FACADE ARTICULATION

3.3. EACH BUILDING ELEVATION GREATER THAN 250 LINEAR FEET, SHOULD HAVE A MINIMUM OF THREE PLANES, EACH OFFSET BY A MINIMUM OF TWO FEET.

5. FACADE MATERIALS

5.1. ELEVATIONS OF LOW-RISE NON-RESIDENTIAL BUILDINGS (ONE TO TWO STORIES) SHOULD BE A MINIMUM OF 50% MASONRY, EXCLUDING DOORS AND WINDOWS, CONSISTING OF STONE, BRICK, STUCCO OR FINISHED TILT-WALL CONCRETE, OR A MIXTURE OF THOSE MATERIALS. SEE EXCEPTIONS FOR WAREHOUSE BUILDINGS LISTED BELOW 13.1.2.

5.3. AT LEAST 80% OF EACH BUILDING ELEVATION, EXCLUDING DOORS AND WINDOWS, SHOULD BE PRIMARY MASONRY, CONSISTING OF... TILT-WALL CONCRETE. UP TO 20% OF EACH BUILDING ELEVATION MAY BE SECONDARY MASONRY.

6. FACADE COLORS

6.1. COLORS COMPRISING AT LEAST 80% OF EACH ELEVATION OF THE BUILDING SHOULD BE PRIMARILY NATURAL AND EARTH TONE COLORS.

7. PEDESTRIAN SCALE

7.1. A PEDESTRIAN SCALE IS DESIRED NEAR ENTRY POINTS OF BUILDINGS TO RELATE TO THE USERS. THIS SCALE CAN BE ACHIEVED THROUGH THE USE... CANOPIES.

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8.1. BUILDINGS SHOULD HAVE A RECOGNIZABLE MAIN ENTRY, WHICH SHOULD DIRECTLY RELATE TO THE PRIMARY STREET ADDRESS OF THAT BUILDING. THESE ENTRY POINTS SHOULD HAVE AN IDENTIFIABLE DESIGN PRESENCE.

13. "BIG BOX" AND WAREHOUSE/INDUSTRIAL DEVELOPMENT

13.1.1. GENERALLY, BUILDINGS SHOULD AVOID LONG, MONOTONOUS, UNINTERRUPTED WALLS OR ROOF PLANES. THE LOCATION OF REQUIRED BUILDING WALL OFFSETS, INCLUDING PROJECTIONS, AND RECESSES SHOULD BE IN CONTEXT WITH THE LENGTH OF THE BUILDING AND USED TO ADD ARCHITECTURAL INTEREST AND VARIETY. AND TO RELIEVE THE VISUAL EFFECT OF A SIMPLE, LONG WALL. ROOFLINE OFFSETS SHOULD BE PROVIDED IN ORDER TO PROVIDE ARCHITECTURAL INTEREST AND VARIETY TO THE MASSING OF THE BUILDING AND TO BREAK THE ROOF INTO SMALLER SCALE COMPONENTS. CONCENTRATING ARTICULATION FOR "BIG BOX" RETAIL AND LARGE SCALE WAREHOUSE/INDUSTRIAL BUILDINGS AT ENTRY POINTS AND THE CORNERS OF THE BUILDING MAY BE ACCEPTABLE IF OTHER ARCHITECTURAL DETAILS ACCENTS AND ENHANCED LANDSCAPING ARE USED TO MITIGATE THE EXPANSIVENESS OF THE WALL.

13.1.2. TILT-WALL CONCRETE THAT IS USED TO MEET THE MINIMUM MASONRY REQUIREMENT OF 80% ON ANY ELEVATION SHOULD INCLUDE DETAILS AND PATTERNS THAT PROVIDE INTEREST TO THE TILT-WALL COMPONENT. SUCH DETAIL CAN BE ACCOMPLISHED BY PATTERNED SCORING, CASTING, TEXTURING, OR OTHER FINISHING TREATMENT.

INTERNALIZED SERVICE AREAS: SCREENING SHOULD BE BY PLANTING, LANDFORMS OR WALLS.

ROOF MOUNTED EQUIPMENT SHALL BE SCREENED FROM VIEW BY PARAPET WALLS OR ARCHITECTURAL ELEMENTS TO ONE FOOT ABOVE EQUIPMENT PER TOWN CODE SECTION 82-273.

LEGEND

GLASS:

VISION GLASS

MATERIALS:

METAL CANOPY, DARK BRONZE

FORMLINER TEXTURE

STONE VENEER MASONRY ACCENT

PAINT COLORS:

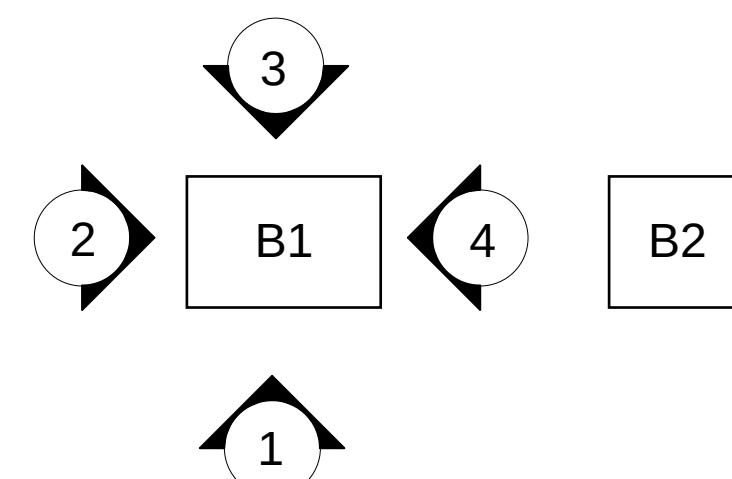
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SHERWIN WILLIAMS SW 7016 - "MINDFUL GRAY"

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SHERWIN WILLIAMS SW 7019 - "GAUNTLET GRAY"

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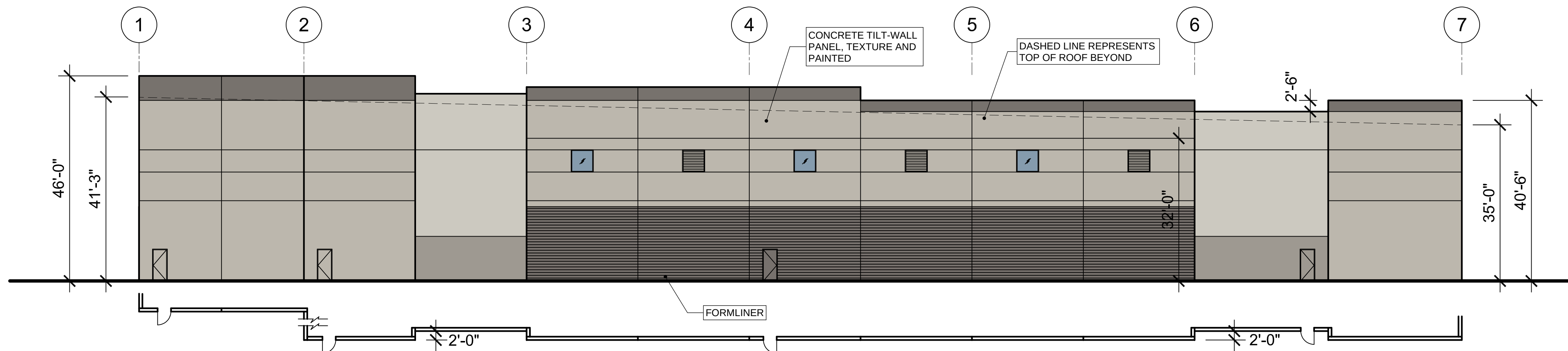
LAKESIDE RANCH
BUSINESS PARK
GERAULT RD & LAKESIDE PKWY
FLOWER MOUND, TEXAS 75028

EXTERIOR ELEVATIONS - BLDG 1

DATE	REMARKS
07/26/2023	SITE PLAN SUBMITTAL
09/25/2023	SITE PLAN SUBMITTAL
11/03/2023	SITE PLAN SUBMITTAL
11/22/2023	SITE PLAN SUBMITTAL

PA/PM:	J.THOMFORDE
DRAWN BY.:	SM/JT
JOB NO.:	DAL22-0111-00

SHEET

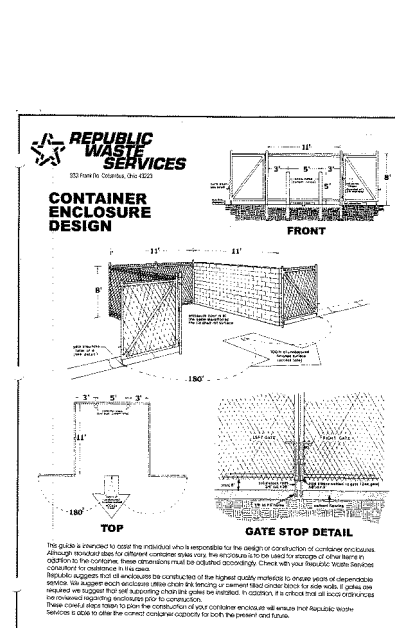
A4.1c

EAST EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

1

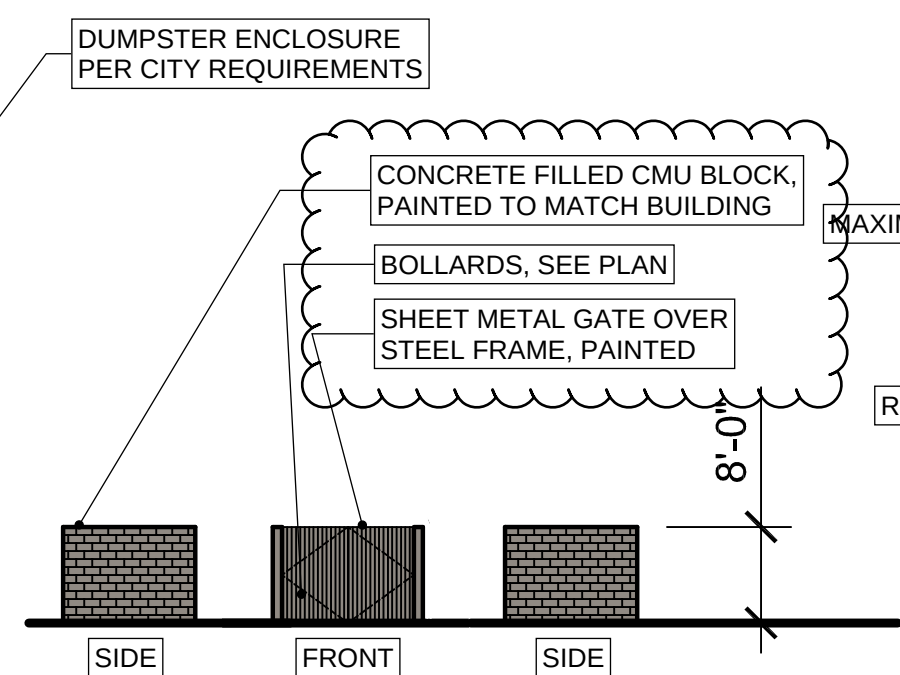
1/16" = 1'-0"
0 4' 8' 16' 32' 64'



DUMPSTER ELEVATION

SCALE: 1/16" = 1'-0"

5



MAXIMUM HEIGHT

ROOF HEIGHT

METAL CANOPY

STOREFRONT

ENTRY

STONE VENEER

FORMLINER

2'-3"

2'-0"

2'-0"

2'-0"

2'-0"

2'-0"

2'-0"

2'-0"

2'-0"

2'-0"

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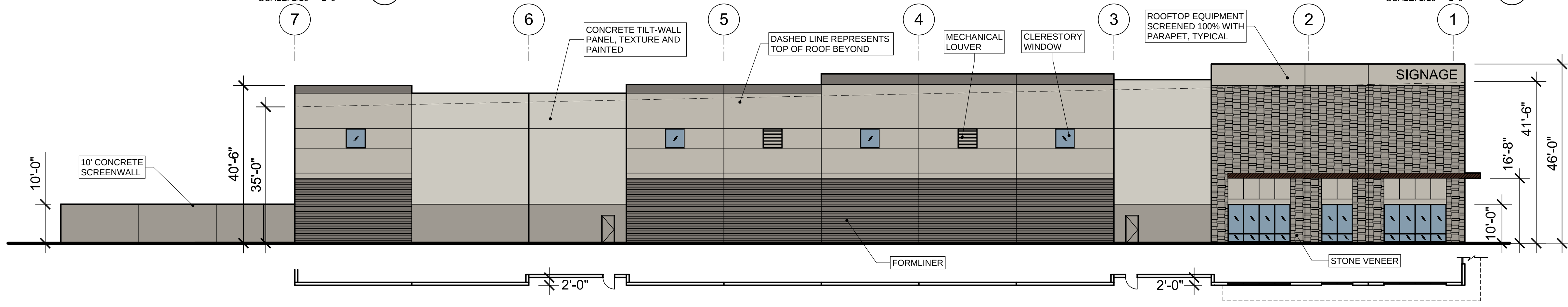
2'-0"

2'-0"

SOUTH EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

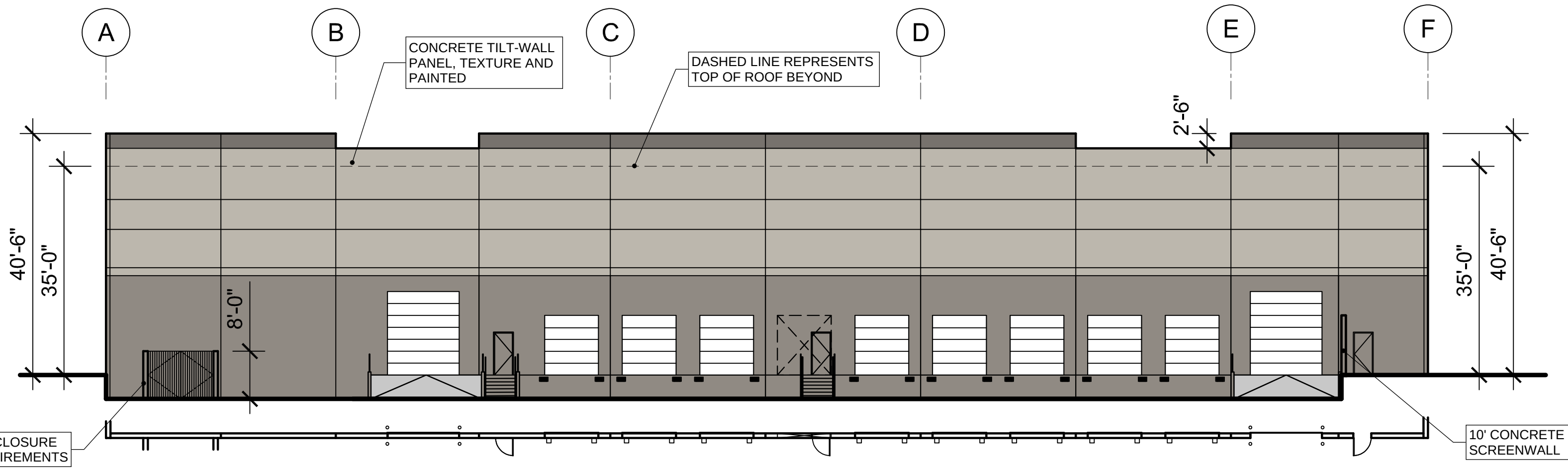
2



WEST EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

3



NORTH EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

4

MATERIAL CALCULATIONS

		NORTH	SOUTH	EAST	WEST
1	TOTAL FAÇADE S.F.	9,500	9,930	12,557	12,557
2	FAÇADE S.F. (exclusive of doors and windows)	8,381	9,539	12,323	11,965
3	DOORS AND WINDOWS S.F.	1,119	391	234	592
4a	PRIMARY MASONRY: TILT WALL	8,381	8,134	12,323	9,994
		100%	85%	100%	84%
4b	PRIMARY MASONRY: STONE VENEER	0	1,340	0	1,885
		0%	14%	0%	16%
5	SECONDARY MATERIAL: METAL CANOPY	0	65	0	86
		0%	1%	0%	1%

URBAN DESIGN PLAN

3. FACADE ARTICULATION

3.3. EACH BUILDING ELEVATION GREATER THAN 250 LINEAR FEET, SHOULD HAVE A MINIMUM OF THREE PLANES, EACH OFFSET BY A MINIMUM OF TWO FEET.

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LEGEND

GLASS:



VISION GLASS

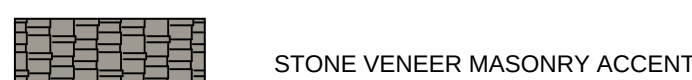
MATERIALS:



METAL CANOPY, DARK BRONZE



FORMLINER TEXTURE



STONE VENEER MASONRY ACCENT

PAINT COLORS:

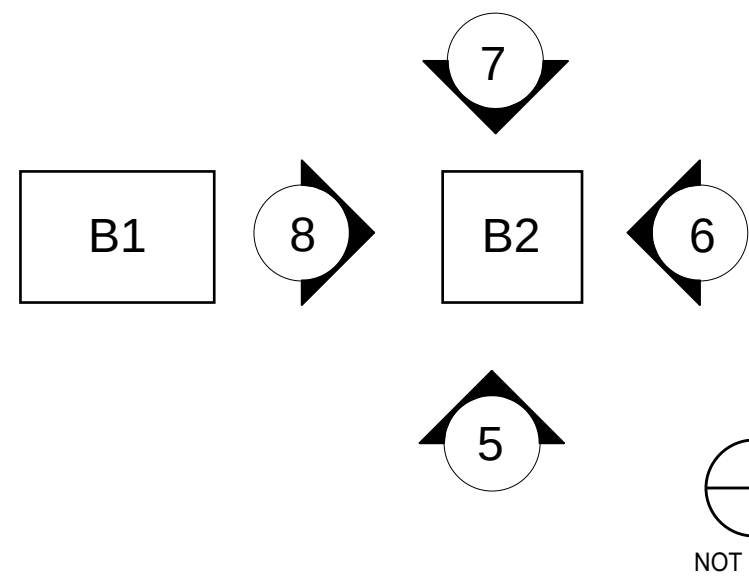
SHERWIN WILLIAMS SW 7015 - "REPOSE GRAY"

SHERWIN WILLIAMS SW 7016 - "MINDFUL GRAY"

SHERWIN WILLIAMS SW 9170 - "ACIER"

SHERWIN WILLIAMS SW 7019 - "GAUNTLET GRAY"

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BUSINESS PARK
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EXTERIOR ELEVATIONS - BLDG 2

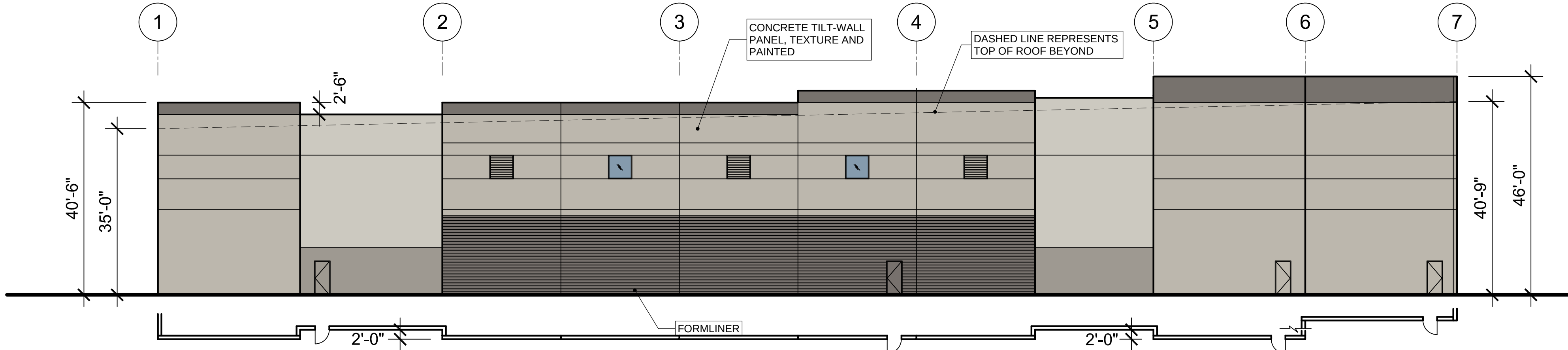
DATE	REMARKS
09/25/2023	SITE PLAN SUBMITTAL
11/03/2023	SITE PLAN SUBMITTAL
11/22/2023	SITE PLAN SUBMITTAL

PA/PM: J.THOMFORDE

DRAWN BY.: SM/JT

JOB NO.: DAL22-0111-00

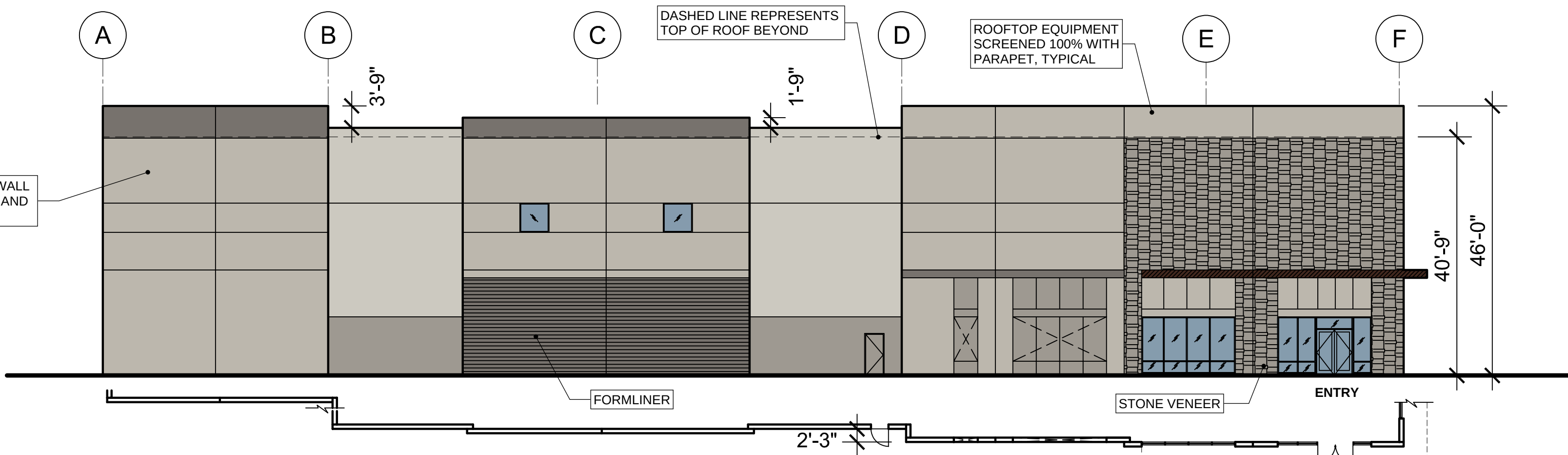
SHEET

A4.2c

EAST EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

5



NORTH EXTERIOR ELEVATION

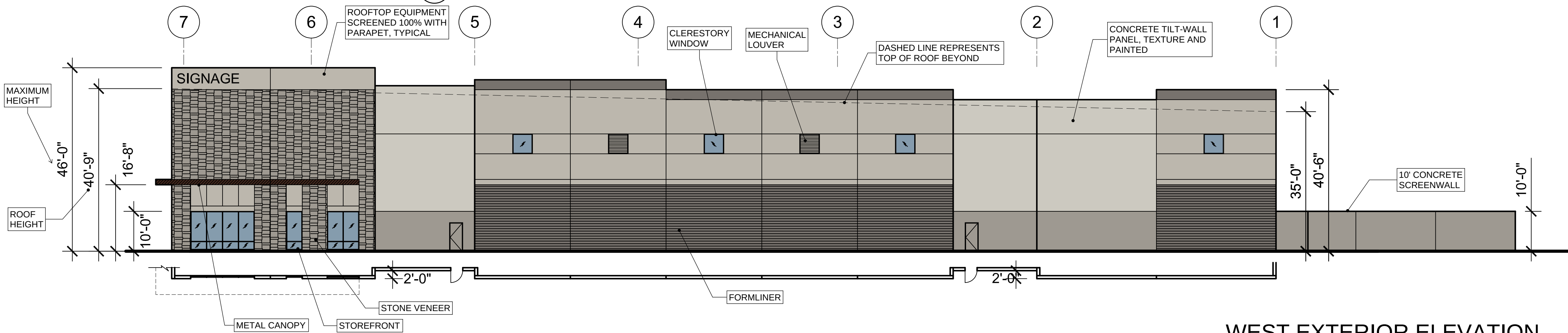
SCALE: 1/16" = 1'-0"

6

DUMPSTER ELEVATION

SCALE: 1/16" = 1'-0"

5



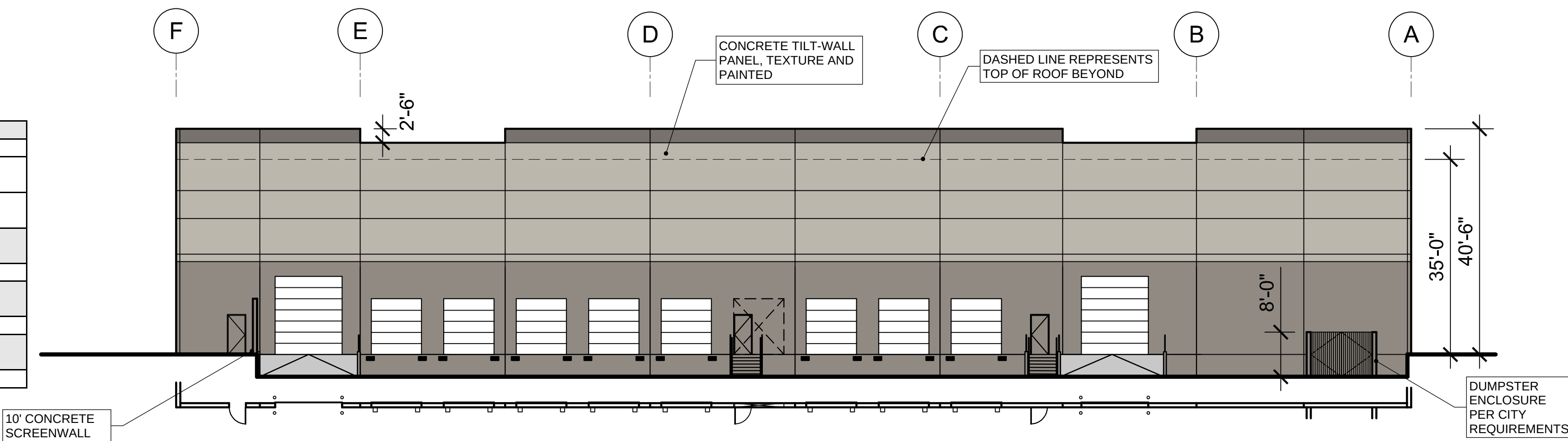
WEST EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

7

MATERIAL CALCULATIONS

		NORTH	SOUTH	EAST	WEST
1	TOTAL FAÇADE S.F.	9,930	9,500	11,562	11,552
2	FAÇADE S.F. (exclusive of doors and windows)	9,539	8,381	11,374	11,080
3	DOORS AND WINDOWS S.F.	391	1,119	188	472
4a	PRIMARY MASONRY: TILT WALL	8,134	8,381	11,374	9,470
		85%	100%	100%	85%
4b	PRIMARY MASONRY: STONE VENEER	1,340	0	0	1,542
		13%	0%	0%	14%
5	SECONDARY MATERIAL: METAL CANOPY	65	0	0	68
		1%	0%	0%	1%



SOUTH EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

8



STREET FRONTAGE OFFICE CORNER PERSPECTIVE



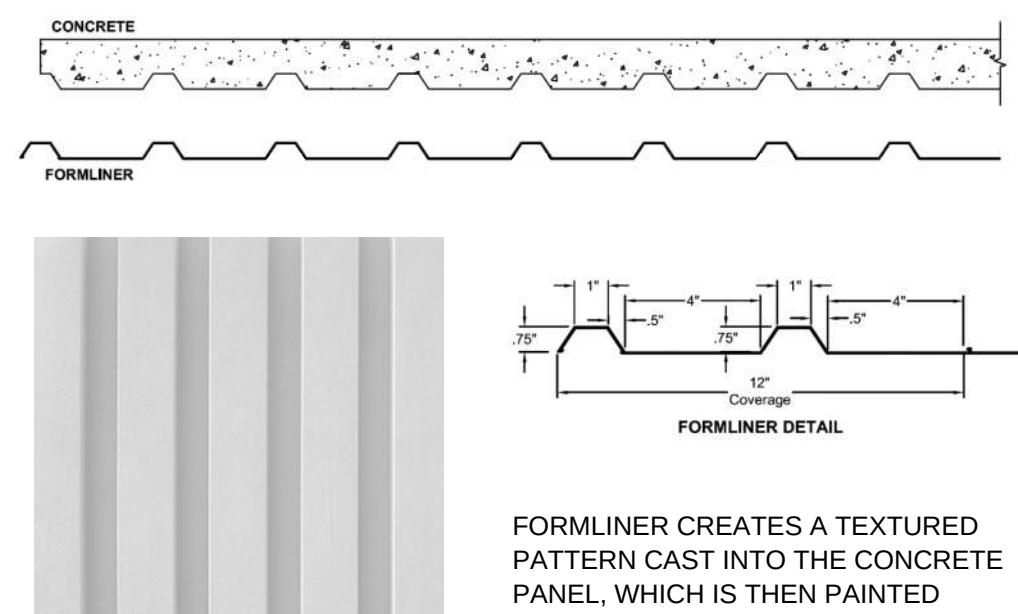
OFFICE ENTRY PERSPECTIVE

NOT TO SCALE

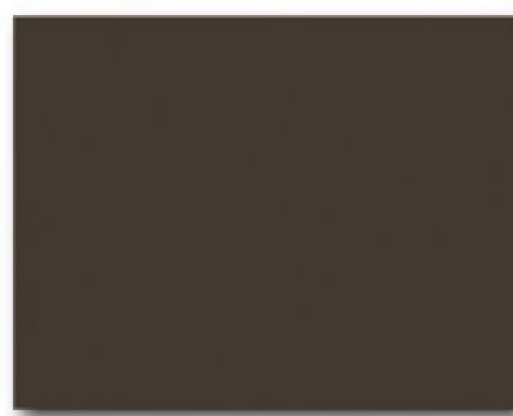
MATERIALS BOARD

**PHYSICAL SAMPLE BOARD CAN BE
DELIVERED TO CITY UPON REQUEST**

FORMLINER
TEXTURE



METAL
CANOPY



STONE VENEER



CONCRETE TILTWALL PAINT COLORS



ALUMINUM STOREFRONT



EXTERIOR MATERIALS

DATE	REMARKS
09/25/2023	SITE PLAN SUBMITTAL
11/03/2023	SITE PLAN SUBMITTAL
11/22/2023	SITE PLAN SUBMITTAL

PA/PM:	J.THOMFORDE
DRAWN BY.:	SM/JT
JOB NO.:	DAL22-0111-00

SHEET

A5.0

**LAKESIDE RANCH
BUSINESS PARK**
GERAULT RD & LAKESIDE PKWY
FLOWER MOUND, TEXAS 75028

architecture
planning
interiors
graphics
civil engineering

3090 Nowitzki Way
Suite 300
Dallas, TX 75219
P 469 583 5379

WARE MALCOMB
Leading Design for Commercial Real Estate



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: January 16, 2024
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP23-0021) for three (3) specimen trees on property proposed for development as Hopewell Gerault Industrial. The property is generally located east of Gerault Road and south of Lakeside Parkway. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its December 5, 2023, meeting)**

BACKGROUND: The Hopewell Gerault Industrial development is generally located east of Gerault Road and south of Lakeside Parkway. The site is currently zoned for Campus Industrial (CI) uses as part of Planned Development District No. 174 (PD-174) and master planned for Campus Industrial. The applicant is requesting to rezone the site to Planned Development District No. 198 (PD-198) with Campus Industrial (CI) uses. According to the tree survey for the project, the site contains three (3) specimen trees. The applicant is requesting to remove all three (3) of the specimen trees. The specimen trees are in good to fair condition and located within the proposed buildable area.

The following is a list of the three (3) specimen trees being requested for removal: Tree #1932 – 26" post oak; Tree #1961 – 19" cedar elm; and Tree #1962 – 19" cedar elm (fair condition).

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 128" of replacement trees, equaling 43 three-inch caliper trees, will be required for the three (3) specimen trees being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its December 5, 2023, meeting. The ECC recommended approval of the requested permit to remove all three (3) specimen trees. The ECC meeting can be viewed at: <https://flowermoundtx.new.swagit.com/videos/283563>

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen Tree Removal Permit Application

3. Photographs of the specimen trees proposed for removal
4. Specimen Tree Survey

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



November 1, 2023

Town of Flower Mound
Planning & Zoning Committee
2121 Cross Timbers Road
Flower Mound, TX 75028

LETTER OF INTENT
APPLICATION FOR TREE REMOVAL PERMIT - TOWN OF FLOWER MOUND, TEXAS

Kimley-Horn on behalf of Hopewell Development II, LP (the "Developer") request a tree removal permit of three (3) specimen trees located at the SE corner of Gerault Rd. and Lakeside Pkwy. and identified by Denton County parcel numbers, (524213 and 524212) (the "Property") A tree removal permit is necessary to develop the property as shown in the proposed concept plan.

The approval of the tree removal will allow for the construction of the two intended office warehouse buildings. Although three specimen trees are being removed with this permit, there will be more desirable tree plantings in post construction than what is currently on site. After the tree removal permit and rezoning is complete, the developer intends to submit development plans, site plan application and civil drawings for the site following our tentatively scheduled Town Council meeting. Following the approval of the civil engineering drawings a final plat to combine the existing 2 parcels into one property will be submitted to the Town of Flower Mound.

We respectfully ask for your consideration and approval of this rezoning request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jesus Aguayo".

Jesus Aguayo, E.I.T
Kimley-Horn,
Project Manager



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Kimley - Horn, Michael Polaski

Address:

6160 Warren Parkway, Suite 210, Frisco, Texas 75034

Phone:

972-731-2190

Applicant's Legal Interest in the Property:

Engineering consultant for interested land developer intended to purchase property

2. Property Owner(s)

Name(s): P3 FM DEVELOPMENT LLC

Address:

1000 Civic Cir, Lewisville, Texas 75067

3. Location and Legal Description of Property:

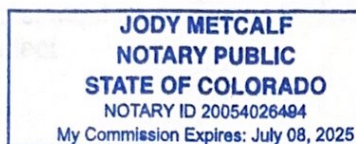
600 Gerault Road, Flower Mound, Texas 75028

Lot 4R1 and Lot 4R2, Block A, Lakeside Ranch Business Park

4. Owner's Authorization of Representation

I, Q. VAUGHAN HANCOCK, the owner of the above described real property, do hereby authorize Kimley-Horn, Michael Polaski to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Q. Vaughan Hancock
Signature of Owner



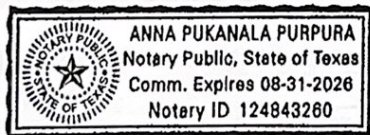
Given Under My Hand and Seal of Office
This the 24 Day of October, 2023
Jody Metcalf
Notary Public
In and For San Miguel County, Colorado

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Michael F. Polaski, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

M. F. Polaski
Signature of Applicant

Landscape Architect License No. 3479
State of Licensure TEXAS
Or ISA Certified Arborist No. N/A
Or Certified Forester No. N/A



Given Under My Hand and Seal of Office
This the 24 Day of October, 2023
Anna Pukanala Purpura
Notary Public
In and For Collin County, Texas

6. Received by Town of Flower Mound on (Date) 11/01/2023 by
(initials) JRH.

Hopewell Gerault Industrial - Specimen trees proposed for removal



EP042276_DWG032051_1_042209394_1_042209394_Mfg01075 - Wet Seal - Wet Seal -
PLOTTED BY: MCKINNEY, BRANDON S. 9/21/2023 7:57 AM
DATE PLOTTED: 9/21/2023 7:57 AM
DRAWN BY: J. R. FRIEL
CHECKED BY: J. R. FRIEL
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

TREE INVENTORY TABLE								
TREE #	DBH	COMMON NAME	SCIENTIFIC NAME	TREE DESIGNATION	REMAIN OR REMOVE	PROTECTED OR SPECIMEN	MONETARY PENALTY	MITIGATION INCHES
1932	26	POST OAK	QUERCUS STELLA	HEALTHY	REMOVED	SPECIMEN	\$200	52
1961	19	CEDAR ELM	ULMUS CRASSIFOLIA	HEALTHY	REMOVED	SPECIMEN	\$200	38
1962	19	CEDAR ELM	ULMUS CRASSIFOLIA	FAIR	REMOVED	SPECIMEN	\$200	38
TOTAL MITIGATION INCHES								128
TOTAL MITIGATION COST								\$25,600

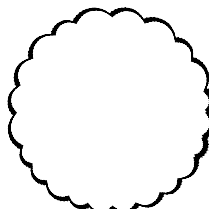
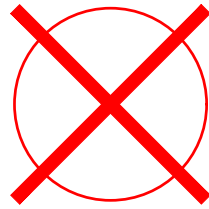
TREE PRESERVATION AND REMOVAL NOTES

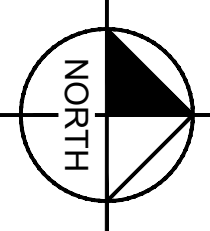
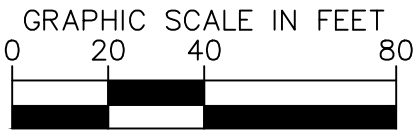
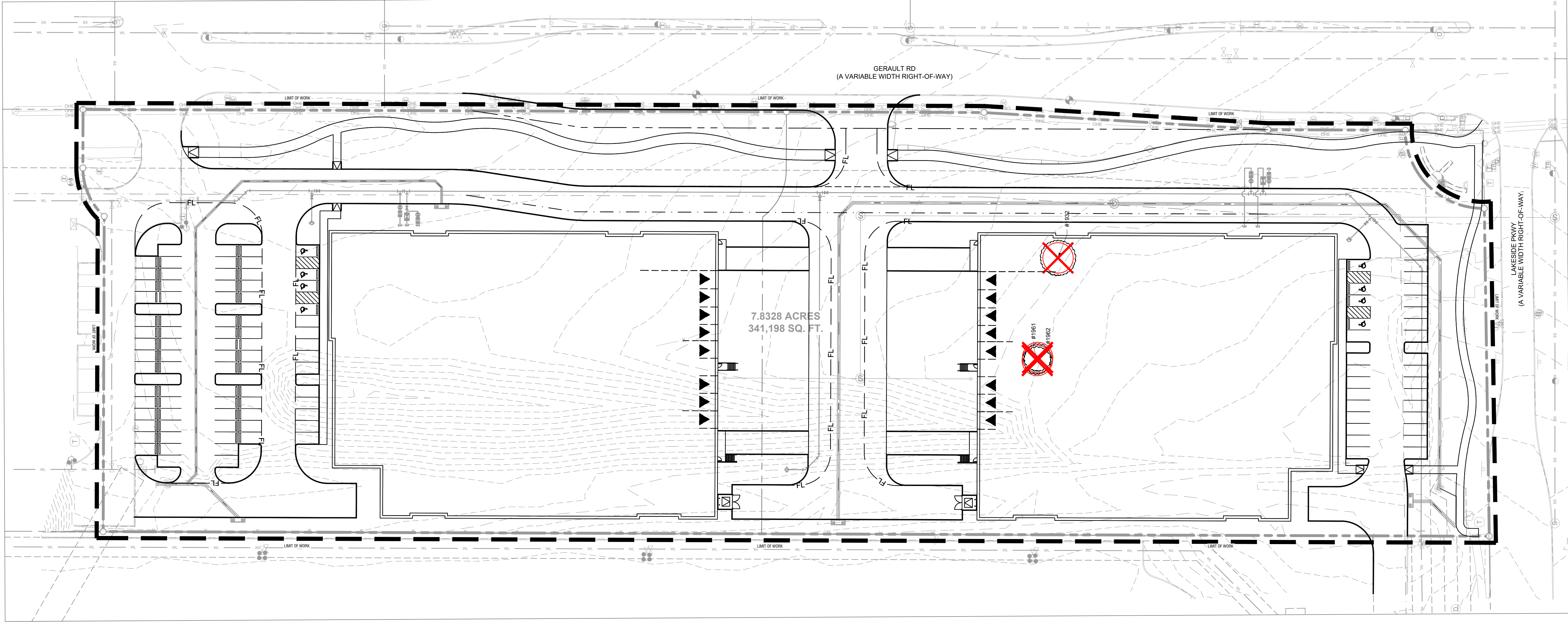
- CONTRACTOR SHALL COORDINATE WITH ISA CERTIFIED ARBORIST AND PROPERTY OWNERS TO VERIFY OBJECTIVES PRIOR TO COMMENCING ANY PRUNING OR TREE REMOVAL ACTIVITIES.
- ALL CREW MEMBERS SHOULD BE WEARING THE APPROPRIATE SAFETY GEAR: HARD HATS, EYE PROTECTION, APPROVED BOOTS, HEARING PROTECTION, CHAIN SAW CHAPS FOR GROUNDWORK.
- ANY TREES REMOVED, AND ALL TREE MATERIALS REMOVED SHALL BE REMOVED FROM THE PROPERTY AT THE CONTRACTOR'S EXPENSE.
- ALL TRASH AND DEBRIS FROM ANY CONSTRUCTION RELATED ACTIVITIES SHALL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE, FOLLOWING COMPLETION OF THE PROJECT.
- ANY DAMAGE TO THE EXISTING LANDSCAPE, PAVEMENT, BUILDING, OR ANY OTHER SITE FEATURES SHALL BE REPLACED BY THE CONTRACTOR AND/OR RESTORED TO PRE-CONSTRUCTION CONDITION.
- CONTACT LANDSCAPE ARCHITECT AFTER ALL TREE PROTECTION REQUIREMENTS HAVE BEEN INSTALLED FOR FINAL INSPECTION PRIOR TO COMMENCEMENT OF DEMOLITION.

TREE PROTECTED NOTE

- PROTECTED TREE WILL BE SHOWN FOR PLAT RECORDING. NUMBER OF PROTECTED TREES ON SITE ARE SIX. SIX QUERCUS STELLA (POST OAK).

TREE PRESERVATION LEGEND

-  EXISTING TREES CANOPY
-  EXISTING SPECIMEN TREES TO BE REMOVED



Kimley»Horn

801 CHERRY ST. UNIT 11, STE 950, FORT WORTH, TX 76102
PHONE: 817-335-6511 FAX: 817-335-5070
TEXAS REGISTERED ENGINEERING FIRM F-928



09/13/2023

PROJECT No.

061311115

DATE:

SEPTEMBER 2023

SCALE: AS SHOWN

DESIGNED BY: BTM

DRAWN BY: BTM

CHECKED BY: MFP

HOPEWELL GERAULT
INDUSTRIAL

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE INVENTORY PLAN

SHEET NUMBER

TP 1.00



TREE INVENTORY TABLE									
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TOTAL MITIGATION INCHES								128	
TOTAL MITIGATION COST								\$25,600	

TREE PRESERVATION AND REMOVAL NOTES

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5. ANY DAMAGE TO THE EXISTING LANDSCAPE, PAVEMENT, BUILDING, OR ANY OTHER SITE FEATURES SHALL BE REPLACED BY THE CONTRACTOR AND/OR RESTORED TO PRE-CONSTRUCTION CONDITION.
6. CONTACT LANDSCAPE ARCHITECT AFTER ALL TREE PROTECTION REQUIREMENTS HAVE BEEN INSTALLED FOR FINAL INSPECTION PRIOR TO COMMENCEMENT OF DEMOLITION.

TREE PRESERVATION LEGEND

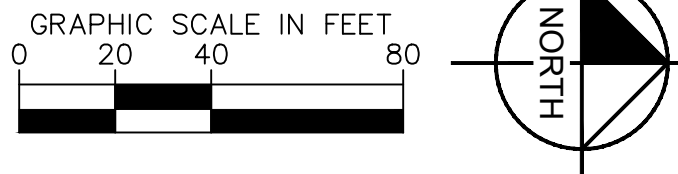


EXISTING TREES CANOPY

EXISTING SPECIMEN TREES TO BE
REMOVED

TREE PROTECTED NOTE

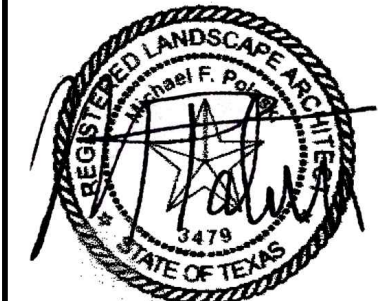
1. PROTECTED TREE WILL BE SHOWN FOR PLAT RECORDING. NUMBER OF PROTECTED TREES ON SITE ARE SIX. SIX QUERCUS STELLA (POST OAK).



HOPEWELL GERAULT
INDUSTRIAL

TP 1 SHEET NUMBER TREE INVENTORY PLAN

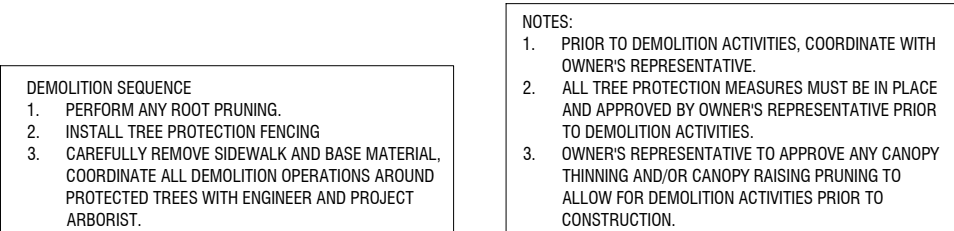
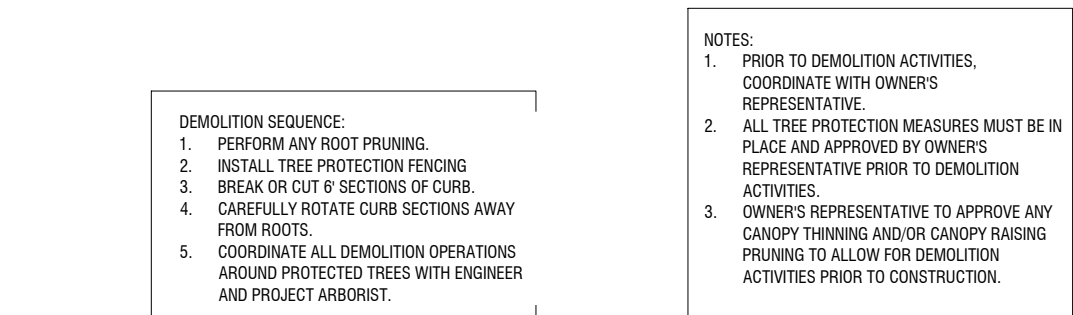
PROJECT No.	DATE:	SCALE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
061311115	SEPTEMBER 2023	AS SHOWN	BTM	BTM	MFP



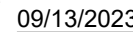
Kimley»Horn

801 CHERRY ST., UNIT 11, STE 950, FORT WORTH, TX 76102
PHONE: 817-335-6511 FAX: 817-335-5070
TEXAS REGISTERED ENGINEERING FIRM F-928

[illegible]

[illegible]

801 CHERRY ST., UNIT 11, STE 950, FORT WORTH, TX 76102
PHONE: 817-335-6511 FAX: 817-335-5070
TEXAS REGISTERED ENGINEERING FIRM F 928



CHECKED BY:

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SHEET NUMBER

TP 3.01



TOWN COUNCIL AGENDA K.4. REGULAR ITEM(S)

DATE: January 16, 2024
FROM: Lexin Murphy, Director of Development Services
ITEM: **Consider and discuss feedback from the development community on the most recent installment of the Town's FloMo Convos outreach meetings.**

BACKGROUND:

In July 2022, the Town launched our FloMo Convos program through a series of community meetings for residents. The goal of the initiative was to get to know the community better and understand what's important to our residents and what people love about Flower Mound.

The second installment in this series, FloMo Convos – Development Community edition, was launched in August 2023. Registered contractors, consultants and developers with the Town were invited to attend interactive meetings with staff, so that we could hear directly about their experience working with the Town through the development process, areas in which the Town could improve, what works well, and any other feedback they wanted to share. There were three, one-hour sessions held at different times of day in Town Hall, and participants had the chance to meet with staff, answer live survey questions and chat in facilitated small groups.

More than 30 people attended the sessions. In some cases, participants had specific questions that staff were able to answer that day. In other cases, the feedback was more about considerations for the future. A couple of recurring themes that were seen in responses were concerns about the level of detail the Town requires for applications and the associated time delays that are potentially involved in reviewing these detailed submittals, as well as Flower Mound's rigidity in conforming to adopted ordinances, with little opportunity for variability or discretion. The number one positive comment that was heard throughout the process was the accessibility and responsiveness of Town staff in addressing questions.

Attached to this staff report are photos of the table notes that were generated from the meetings, as well as a copy of the exit survey comments from participants. Finally, staff has created a summary document highlighting the opportunities for improvement that attendees shared, staff's suggestions of how these changes could either potentially be implemented or how they have already been addressed, the impacted departments/divisions, and a note of whether the proposed changes would require direction from Town Council.

Staff is happy to take questions, entertain discussion or move forward with any specific direction Town Council has based on these recommendations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Feedback Summary
2. Exit Survey Report
3. Table Notes

DRAFT MOTION: Discuss and provide staff with direction.

Opportunities for Improvement	Potential Solutions	Division(s)	Council Direction?
Time Delays:			
- Due to limited staff capacity, there can be a wait to have tree surveys verified.	- Allow applicants to pay for 3 rd party tree survey verification.	- Environmental	- Yes
- Three different inspections required for preconstruction, why can't you schedule them together?	- Staff informed the participant that we do allow these three inspections to be scheduled together or separately. We have started clarifying this fact during Pre-Construction meetings.	- Engineering	- No
- The Town requires too much work be completed before issuing model home permits.	- Staff has composed an ordinance update clarifying when model homes and early start homes can begin. This will come before Council in the next land use update.	- Engineering - Building Inspections	- Yes
- Amount of time staff takes to review submittals and/or reduce resubmittal review time to two weeks.	- The amount of time it takes to review submittals is directly related to the number of staff available and their current workload. Hiring additional staff would decrease review times; however, the Town has struggled to fill some currently vacant positions. Another option would be to further incentivize those specific jobs.	- Planning - Engineering - Environmental	- Yes
- Would like to have same day approval of emergency permits.	- Staff informed the participant that we do issue same day emergency permits. We have since started publicizing this information on our website. (Emergency permits include water heater replacement; HVAC replacement, electrical permits when an occupied building is without power; and plumbing permits that include gas, water or sewer line repairs for occupied buildings.)	- Building Inspections	- No
- Speed up reviews for smaller projects such as restamps or over-the counter permits.	- Staff currently processes restamps in two business days and handles emergency permits in 24 hours. There were questions about whether "small" remodel permits could be reviewed on an expedited schedule, but considering the amount of work that goes into remodel reviews of all sizes and the potential complexity, staff would not recommend trying to create a separate permit for this purpose.	- Building Inspections	- No
- Would like to have an expedited review process.	- To facilitate an expedited review process where necessary staff members dedicate a specific day or afternoon per week to only review projects that paid for this additional service, the Town would either have to hire additional staff members, if we were to retain our current review schedule for all non-expedited permits or projects, or extend review times for non-expedited requests.	- Planning - Engineering - Environmental	- Yes
- The process is too long and/or inflexible for approving infill sites in the Long Prairie District.	- Town Council recently approved an update to the Urban Design Plan which recognized that infill sites in the Long Prairie District are more likely to require modifications or exceptions, but are still expected to meet the Town's design goals and intent. If there is an interest from Council in providing more specific standards, that is a project staff can work on.	- Planning	- Yes

Opportunities for Improvement	Potential Solutions	Division(s)	Council Direction?
Process Changes:			
- Amount of detail and engineering required before you know if your zoning is approved, particularly in the case of MPA requests, which are more difficult to get approved.	- Further limit engineering requirements until time of site plan. - Consider implementing a 2-step zoning process where the zoning district and/or uses are considered in the 1 st step and project specific concept plans are considered in the 2 nd step. - Based on new changes to state platting laws, the Town only requires a Development Plan if an applicant is requesting to phase in their platting.	- Engineering - Planning	- Yes - Yes - No
- Incorporate more flexibility into PD standards, so that small changes don't have to go back to Town Council for approval.	- Council has most recently expressed a desire to have zoning projects approved through PDs. Staff could incorporate more flexibility into PD standards, if provided that direction by Council.	- Planning	- Yes
- Create a building final certificate that can be printed from eTRAKiT.	- Staff has created a building final certificate for single family homes that can be printed from eTRAKiT.	- Building Inspections	- No
- Would like to have more direct contact with inspectors.	- Building inspectors check their email on their iPads throughout the day to ensure they don't miss anything urgent. If there is a desire to have inspectors more available by cell phone, the Town could cover the full cost of their cellular service through a cell phone allowance.	- Building Inspections	- Yes
- Why do yellow cards have to be signed, can't they be completed electronically?	- The Town provides yellow cards to applicants for DEV permits to ensure they know who their reviewers are. We will accept either a handwritten yellow card signature or an approval online in TRAKiT in order to close a DEV permit.	- Engineering	- No
- Go through DRC comments after initial meetings.	- Staff will begin offering a follow-up DRC meeting to review staff comments with applicants after the 2 nd round of review. (This service was already offered upon request.)	- Planning - Engineering - Environmental	- No

Opportunities for Improvement	Potential Solutions	Division(s)	Council Direction?
Process Changes:			
- Provide all DRC review comments at one time.	- In general, staff doesn't notify applicants that review comments are ready in eTRAKiT until they're all in. Due to being short-staffed in some areas, the project manager will sometimes notify an applicant that the majority of comments are available, but the final reviewer(s) will provide comments ASAP.	- Planning	- No
- Have a position dedicated to answering code questions and providing information.	- Current staffing levels cannot accommodate this request. It would require the hiring of an additional staff member.	- All	- Yes
- Too many departments reviewing permits.	- Staff believes having multiple divisions review permits simultaneously is the most efficient way to obtain comments and prevent oversights. We don't have a good suggestion on how to minimize this.	- All	- No
- Traffic control for development	- A traffic control plan is required for collectors, arterials and state roads if proposed work will impact a lane of traffic. Traffic control plans aren't required within subdivisions on residential streets. TxDOT has pre-approved traffic control plans, which the Town will accept and that we make available to applicants. The Town will also provide a list of traffic control service providers upon request.	- Engineering	- No
- Amend process so that atypical questions from inspections are passed on to supervisors more quickly.	- Current process is to have any proposed changes from approved construction plans run by the project engineer to verify whether the design will still meet specifications. There is a change order process once the project engineer approves the changes, which are typically reviewed within two days. Minor adjustments can be approved on-site and addressed with as-built submittals.	- Engineering	- No
- Early acceptance of turn lanes constructed at the beginning of projects.	- The Town allows applicants to apply for a separate DEV permit for specific off-site elements, if they would like for them to be accepted early. Otherwise, if the turn lane was part of the overall infrastructure identified within the DEV permit, it would all need to be approved and released at the same time.	- Engineering	- No
- Empower staff to make more decisions and/or have more flexibility.	- The Town already has ordinance language that outlines which minor site plan modifications can be reviewed administratively. If the Council is interested in expanding this capability to other areas, staff can research and propose recommendations based on Council feedback.	- All	- Yes
- Create a more streamlined process to adopt new technology.	- The building code has allowances for new products, that are similar to existing products already addressed in the code, to be tested, listed, and labeled for that use. There are also procedures in place to request the International Code Council to adapt codes for brand new technology that hasn't previously been contemplated. The Town would not want to override the building code in an effort to adopt new technology. - From the infrastructure side, the Town has standard submittal requirements. If an applicant wants to propose a different product or standard, they can submit it for review by Public Works.	- Building Inspections - Engineering	- No
- Ensure consistency between inspectors.	- The Building Inspectors have weekly staff meetings where they discuss the code and specific situations they encountered in the field. At these meetings the Assistant Building Official and Chief Building Inspector answer questions and make sure that all inspectors are on the same page. Once all Building Inspectors are licensed and trained, one of the things the Chief Building Inspector will do is setup onsite meetings on a monthly basis for all inspectors to attend. At these meetings they will all walk the project together and discuss code issues, to ensure that they are consistent with their interpretations of the code. - Construction inspectors also have weekly meetings where they discuss any unusual situations or questions that have come up recently. There is also a Development Construction Inspection Information Packet that identifies what inspectors look for with various inspection types, which is available online .	- Building Inspections - Engineering	- No
- Large projects should have more meetings.	- Staff is willing to schedule additional meetings prior to the start of construction (or on any project) if there are unanswered questions or a meeting is requested.	- All	- No
- More consistency between building and development in working times.	- Sec. 14-488 of the Town's code restricts working hours within public right-of-way or for work that requires monitoring by the Town's inspection staff. These hours are more limited than regular construction hours due to the potential need to have Town staff on-call in the case of an emergency. Expanding these hours would require an increased investment in employees on-call and/or overtime.	- Engineering	- Yes
- Ensure consistency and clarity between departments in DRC review comments.	- Staff believes that inconsistencies between departments within staff comments are rare. However, we do offer to have additional meetings with applicants if they have questions after receiving comments. As suggested in another comment, we will also begin offering a follow-up after 2 nd round DRC comments meeting, which could also help eliminate this type of issue.	- Planning - Engineering - Environmental	- No

Opportunities for Improvement	Potential Solutions	Division(s)	Council Direction?
Process Changes:			
- Reasonable as-builts	- As-built drawings are revised sets of drawings submitted by a contractor upon the completion of the project that reflect all the changes made during the construction process and provide an exact rendering of the finished product. Having these updated accurately ensures that any future construction can connect in the right places, prevent future drainage problems and accurately price projects. Staff believes this is a necessary part of the process.	- Engineering	- No
- More transparency with information and files.	- Staff continues to make strides to increase access to previously approved documents. All PD documents are now available online. The next steps we are looking at are publishing approved Comprehensive Sign Packages and neighborhood landscape plans online. There is also a great deal of property-specific information available on the Town’s interactive GIS site.	- All	- No
- Streamline process for street name approval.	- Most applicants don’t know what they want to call their streets early in the process, but whenever street names are available, feedback can be provided at that time. Street names are reviewed to ensure that names are not used that are too similar to existing streets, as this could cause confusion or delays in emergency service response times.	- Planning - GIS - Fire	- No
- Enhanced notification of code changes	- Whenever there are changes proposed to building code requirements, the public hearing is noticed, and the information is posted on the BI webpage. Staff has also now created an opt-in feature on contractor registrations to allow them to request personal notifications of these changes.	- Building Inspections	- No
- Allow review of building permits concurrently with site plan applications.	- The Town could consider allowing the review of site plans and building permits concurrently, following the approval of the plat. There would be increased BI staff time required for a simultaneous review, though, as there would likely be changes to the building permit from the initial submittal based on the site plan review comments, so an additional fee would be required.	- Planning - Building Inspections	- Yes
- Have construction inspectors review plans during plan review.	- The Construction supervisor already reviews plans with the engineers during the site plan review process. Staff is beginning to involve the construction inspectors more as well.	- Engineering	- No
- Ensure all development standards are codified	- It is staff’s goal to codify all policy changes and Council preferences as quickly as possible. However, as we only have one long range planning position that researches and composes LDR amendments, this process can be delayed. If this is an area of emphasis for Town Council, we could hire another long range planner.	- Planning	- Yes
- Provide additional training to boards and commissions on their roles and responsibilities.	- The Town provides training to boards and commissions at least once a year, if not more frequently. If there is a desire to have legal representatives available at more board meetings to assist in providing guidance to these groups, there would be an additional cost to the Town.	- All	- Yes
- Have all departments that are reviewers in the DEV process at the Pre-Construction meeting, such as streets, water, parks, etc.	- Staff representing the referenced departments do attend all Pre-Construction meetings, with the exception that Parks does not attend if there are no dedicated parks or landscape plans. Public Works also does not become involved until the acceptance of public improvements.	- Engineering	- No

Opportunities for Improvement	Potential Solutions	Division(s)	Council Direction?
Changes to TRAKiT:			
- Can there be an automated notice when inspector is en route?	- The Town’s current permitting software (TRAKiT) does not offer this capability, though it is something we have included on a “wish list” if there are any future software changes.	- Building Inspections	- No
- Would like to have better mobile compatibility.	- TRAKiT does not currently offer a mobile app for eTRAKiT, the customer facing side of our permitting software. This has also been included on our “wish list.”	- All	- No
- Would like to have the ability to add additional contacts in eTRAKiT that receive notifications and/or comments.	- TRAKiT does not allow the applicant to add contacts once the permit or project is created. However, an applicant can email staff and request that we add contacts to their project, which happens frequently.	- All	- No

Opportunities for Improvement	Potential Solutions	Division(s)	Council Direction?
New/Updated Resources:			
- A road map or onboarding process explaining eTRAKiT to new users would be helpful.	- The Town has created a YouTube video documenting how to follow a permit on eTRAKiT and also has guides for various processes in eTRAKiT. We have these guides available at our front counter and also email them to individuals when they reach out for assistance. We can refine and compile these documents into a user’s guide and post it on the Town’s website.	- Building Inspections	- No
- A summary document explaining which issues different divisions or departments address would be helpful.	- The Town has just recently created an updated Development Process Overview that is accessible from the Development Services webpage.	- All	- No
- Clarity on requirements for permits and inspections on the front end. For example, which permits have necessary supporting permits and which inspections go with these permits.	- Building Inspections has multiple packets available for typical permit types. When projects are unique in Flower Mound, such as in the case of a high-rise development, it is more cost effective for staff to provide direct assistance on any process questions.	- Building Inspections	- No
- Requirements for meeting the energy code for existing buildings are too strict.	- The energy code addresses existing buildings and the requirements they have to meet. The Town does not require anything additional besides the minimum state requirements.	- Building Inspections	- No
- Online timeline could be more detailed.	- Staff has just recently incorporated more details into online timelines and expanded them to include all of Development Services.	- All	- No
- Consider creating a list of commonly overlooked permit and inspection items.	- Engineering has a list of commonly overlooked items in relation to DEV permits, which is available online , and an electronic copy is placed in every DEV permit. - Building Inspections has a list of Frequently Asked Questions, which is also available online .	- Engineering - Building Inspections	- No
- Make the franchise utility contact list easier to find on the website.	- Staff has made the franchise utility contact list available through the Engineering and Development Services webpages.	- Engineering	- No
- Use page numbers on the table of contents in the Design Criteria Manual.	- An update to the Design Criteria Manual is currently in process. The new version of this document will utilize more typical page numbering.	- Engineering	- No

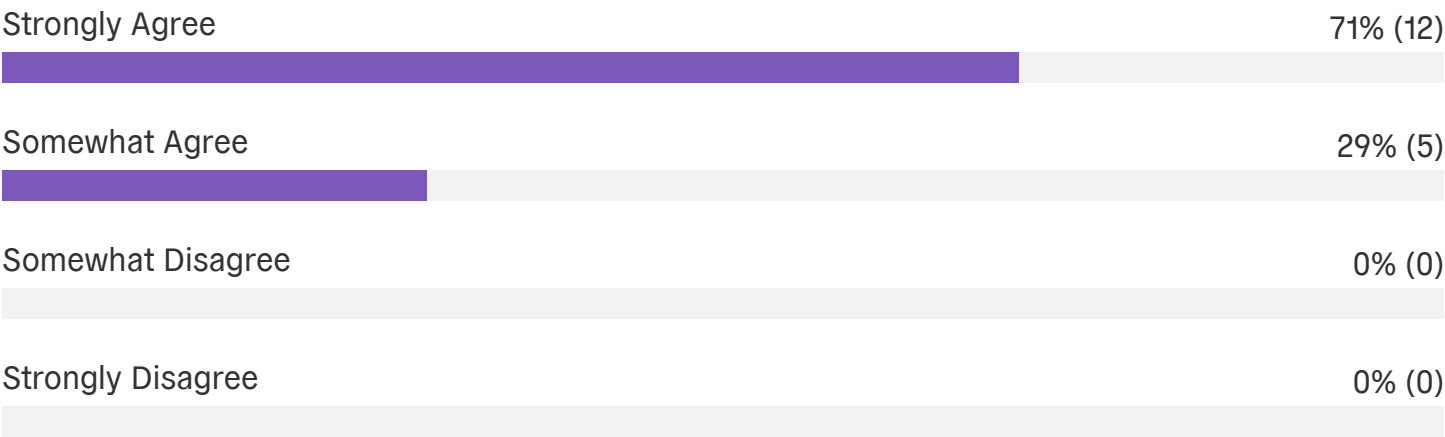


FloMo Convo: Development Community 08/02

Survey Results
INTERIM

08/17/2023

Today's FloMo Convos: Development Community session was both helpful and informative.



Did you learn something today that you didn't know about Flower Mound's development process, and if so, what?

- No
- Not really
- We learned that FloMo requires engineer consultation after 2ft; we originally thought it was 5
- Not really
- yes.
- Yes. Upon completion of my project, Flower Mound will be using a 3rd party inspection agency for commercial projects.
- No
- No
- This isn't a criticism of the Town or eTrakit, but how much some contractors struggle with eTrakit and made me realize developers and engineers who are familiar with the Town's process/requirements can be more helpful to ease some of the learning curve on that end and hopefully make projects go smoother.
- Flower mound staff very helpful
- That site plan approval and engineering can move concurrently

Is there information you wish was available on the Town’s website that is currently not?

Not sure

N/A

Not at this time

The website is terrific

all good.

Yes. A list of commonly overlooked permit and inspection items.

No

Easier to find franchise utility contact list. Page numbers on the table of contents in the Engineering Design Criteria (have actual numbers instead of B-II-12) to make it easier to navigate and find information quickly.

no

Not at this time

Please give your suggestions on how we can make this session better and/or additional topics that you would like to see discussed.

Have proposed changes to discuss and gather feedback

Have all departments that are affected in DEV process at meeting, such as streets, water, parks

N/A

Take the responses for consideration.

more time

Perhaps engage your inspectors and get feedback from them as well. They have a lot of good ideas that go unheard due to bureaucracy. They are your boots on the ground and can provide great insight.

Include Council

It would have to be done right to avoid getting people upset or defensive, but I would like to hear about some of the struggles Town staff has with the development community that we could do to make the entire process smoother.

Discussion and topics were great

a historical view of recent projects that have gone through the development process to better understand project specific hurdles and whether it is process or client based.

TABLE 1

9/2/23

Time Delays, MPA + tree surveys,
- get through rules book

3 diff inspections to sign (Per-Start)
- Precon, Environ (tree), Field, water, ~~tree~~ Sacramento, clearing
- Coordinate, better, coordinate?

slow
Everything 100% perfect before pulling model home, then can
start other homes (esp given F2400 & pa-papers)
- Let pull model home, permit earlier

Do yellow cards have
to be signed?

open entry
- make effort
- keep accurate

TABLE 1 8/2/23

2. We like:

- Staff access is easy (+ problem solve, spreadsheet)

- e-trakit

- except staff has diff views than applicant
- can better track their projects; data available to create pro forma for
needs clearer vision of co permit Cared for lenders
- create a building dual certificate

(lets build
budget
schedule
future
project)

- fan of conduct crossing plan

misc notes
are: hold to meet/be on call,
right people on call

TABLE 1 8/2/23

3. - model home permit earlier to be available as development is ready

- too master-plan focused /over emphasis (should be big picture)
- Streamline ~~per~~ + combine processes together

Who already does
this?
Don
Spence
Celine
Orlando
Murray

Construction

Coordinating between approved plans

minor changes

Construction inspectors should be
more involved during plan review
More detailed review

MPAs + zoning

Way to engineering required for zoning?
Some instances are too confusing as
some a moving

Development Plan

The much design upfront

Flow chart of entire process

Documentation w/ Board + commissions
out of process sometimes

TABLE 1

8/4
(see W)
TAMIA C.)

1. BIGGEST OBSTACLES?

A. TIMING - AMOUNT OF TIME TAKEN BY STAFF
FOR REVIEW

B. TRAFFIC CONTROL FOR DEVELOPMENT

C. COM CHECK FOR COMM. HUAL REPLACEMENT

D. CLARITY OF REQUIREMENTS FOR INSPECTIONS
- Know it all upfront

2. WHAT DO WE LIKE?

A. STRINGENT/CONSISTENT

B. RESPONSE TIME (ANSWER PROVIDES!)

C. ETRAKIT

D. ACCESSIBILITY

E. FRIENDLY

1 BIGGEST OBSTACLES

TABLE 1

3.) ONE IMPROVEMENT?

8/4/23
TABLE 1

- A. DIRECT CONTACT W/ INSPECTORS. - AUTOMATED NOTE
INSPECTOR IS EN ROUTE.
- B. SAME-DAY TURNAROUND FOR EMERGENCY
* GUARANTEED RETURN IF SUBMITTED BY "X"
- C. ROLLOUT OF NEW AMMENDMENTS/PROCESSES.

Table 1

8/8/23

Q1. BIGGEST OBSTACLE?

- A. "ROADMAP" OR "ONBOARDING" FOR NEW CONTRACTORS MIGHT BE LACKING
- B. CONFUSION IN ETRAKIT (LEARNING CURVE IS STEEP)
 - NO MOBILE COMPATIBILITY
 - CLUNKY
- C. FRUSTRATION W/ TIMELINES (REVIEW/INSTRUCTIONS/ETC)

Q2. WHAT DO WE LIKE?

- A. AVAILABILITY OF STAFF
 - HELPFUL
 - RESPONSIVE
- B. ETRAKIT IS GOOD ONCE YOU LEARN IT
EASE OF FILE UPLOADS
- C. REQUIREMENTS CAN BE FOUND ONLINE (INFO PACKETS)
- D. ONLINE PAYMENT

Q3. WHAT IMPROVEMENTS WOULD WE MAKE?

- A. ALL REVIEW COMMENTS AT ONE TIME
- B. SUMMARY OF WHAT ISSUES STAFF HANDLES
- C. ABILITY TO ADD ADDITIONAL COMMENTS (THAT RECEIVE NOTIFICATIONS/COMMENTS) ETRAKIT
- D. FASTER TURNAROUND FOR SECOND SUR FOR ZONING/SITE PLANS
 - * TWO WEEKS IS STANDARD FOR MANY CITIES

TABLE 2

8/8/23

Question #1 - Biggest Obstacles

Answers when things are in gray area
ex. fencing for water main (barked wire)
not allowed on commercial property

How to speed up reviews for smaller projects
i.e. over the counter permits.
Re: stamps

Too many departments reviewing permits

Dedicated person to answer code questions
& provide info.

Why do signature cards have to be signed?

Table 2
8/10/23 Question 2 What do you like?

Staff goes out of their way to help resolve issues.
(Sometimes it's out of their hands)

Things have changed in the last 3-4 years for the better.
(attitudes, response times)

Amicable relationship / Back 4 Front Discussion

Inspectors call if they have to reschedule inspections when short-staffed.

2-hr window for inspections. (Blag Insp)

Being able to request inspection times (Engineering)

Table 2
8/10/23 Question 3 What is one improvement?

Dev Process - too many meetings (dev process)
* Streamline kick-off meeting requirements

Designated person w/ questions
Over the counter permits (some day) 24 hr, etc.
electrical, plumbing, mech

under permit
- what specific permits needed
- inspections that go w/ other trades
- permits (more clarification)

Part 2 - Open Discussion

Early acceptance of turn lanes constructed @ beginning of project.

Quicker decisions when something isn't "typical" with inspections
pass on to supervisor quicker

Code Requirements: too strict for existing bldgs (energy code specifically)

TABLE 2

8/14 (Bob & Tyler)

1) Biggest Obstacle?

- upfront cost & level of information upfront (before submitted)
- elevations, engineering, materials required for prior approval
- flexibility: w/ approvals, different ways to achieve same goal
- more collaborative w/ new solutions (willingness to collaborate)
- mechanical system clamps, new tech, etc. - adaptation of new tech to size old code
- * addressing solutions, rather than the means (the goal)
- Grease interceptors example
- Speed of the process (dev app process - 6-8 mo too long)

2) What do you like?

- DRC process & Availability: Access to multiple departments at once (could prove important) - Way to involve varied perspective?
- Availability of Staff, quality/expertise of Staff
- ability to find Code, etc on website

3) One improvement?

- Allow Senior staff / willingness from Staff to make decisions (not having to resubmit / go to Council for small changes)
- Realistic long term planning (removing ideology in favor of Reality)

Table 2

Biggest Obstacle?

8/8 Bob & Tyler

- Length of Submission/comment Rev process
- Inspections: Consistency - different answers @ different times
(from same inspector, between inspectors, between depths)
- Flexibility w/ decisions (staff discretion)
(example: 10' 2nd floor, 3rd floor)
- Redraws: Reasonable AS-builts
- Inspectors reviewing engineering documents, slows down process
- Reviewers/Departments making conflicting comments
- one dept dtd, Another saying no

Town inspectors on Cultural inspection / survey

* Consistency

What do you LIKE?

- Extract Ability to view, scheduling, etc
- Communication w/planning: collab
- Individual good inspectors (w/ "common sense")
background history w/ common requests
more direct, long & open, helpful, etc
- Staff: Communication, Accessibility, returning calls

One Improvement?

- Consistent Answers
- Shorter Development process: zoning, sit plan, etc
- Train inspectors on Culvert inspections/surveys

* Consistency

TABLE 3

8/2/23 (night session)

Biggest Obstacle:

- Access/transparency w/info's files
 - ↳ clear communication from Staff
 - ↳ ex. GIS map not matching staff response
- Time lag between submittal & return
 - ↳ Review/Approval process
- level of upfront documentation/commitment for zoning
 - ↳ investment of design upfront
- process more difficult than in other municipalities
 - ↳ (Frisco, Plano, etc.)

What do you like?

Table 3 8/23

- Access to Staff
 - ↳ ability to work w/staff
 - ↳ Staff expertise/Advocacy
- User-Friendly Submittal Software
 - ↳ Ability to view comments, etc.
- Likes new development map

What is one improvement you would make?

- Empower Staff/enable staff to make decisions
 - ↳ Council trusting their staff more
- Better process for Street name approval
 - ↳ ex: Charlotte online approval system

TABLE 3

9/4/23

- ① Large Project - more meetings
 - more answers beforehand
- ② Building playbook Inspections
- ③ Designated person w/ questions
- ④ More direction on what's covered under permit
 - what supports permits needed
 - inspections that go w/ additional permits (more clarification)

- TABLE 3
8/4/23
- Accessibility of staff
 - Proactive to jobsite needs
 - Ability to track progress online
 - Knowledge of Inspectors

-
- Dallas more streamlined - FM more accessible
 - Getting input from contractors is great w/ flexible options
 - more consistency between Building & development in working times
working times more accessible - Dev Eng

Table 3

Obstacles

- 1) Comment Process
 - Too long
- 2) Zoning (PD's)
 - ★ - Too precise "engineered"
 - Need more flexible PD's
 - Less amendments
- 3) Cloudy vision
 - Lots of varying options
- 4) Long Prairie District Mall sites
 - Process too long

- 5) Information / Comments
 - More detailed, clear
- 6) Lack of concurrency
 - Site plan & building permit
- 7) Overreaching on temporary special elements (awnings, etc)

What Do You Like?

- 1) Online Timeline
 - Could be more detailed though
- 2) Communication / Availability ★
 - We're the best
- 3) DRC
- 4) Review of submittals
- 5) 3rd party inspections

TABLE 4 8/4/23

Obstacles

- ☐ Construction Inspections
 - ↳ Flexibility between approved plans & minor changes in the field
 - ↳ Construction inspectors should be more involved during plan review
 - ↳ More detailed review
- ☐ MPAs & Zoning
 - ↳ Why is engineering required for zoning?
 - ↳ Some instances are too consuming at time & money
- ☐ Development Plan
 - ↳ Too much design upfront
- ☐ Flow chart of entire process
- ☐ Discussions w/Boards & commissions out of preview sometimes

TABLE 4 8/4/23

- ☐ First Submittals
 - ↳ All comments should be made @ 1st review
 - ↳ More ~~thorough~~ thorough and clear upfront

Like?

- ☐ Staff availability / response times / outreach
- ☐ DRC
- ☐ Low turn over
 - ↳ can keep same pm for long time
 - ↳ The Tommy legacy
- ☐ Permitting system
- ☐ Improvements in construction insp.

TABLE 4 8/4/23

- ☐ DRC Expedited Review
 - ↳ Frisco & Dallas
- ☐ Q-Team or X-Team
 - ↳ ~~rw~~ Dallas
- ☐ Go through DRC comments after initial meeting
- ☐ Review member to ensure no comments conflict to ~~reduce~~ each other (ie engineering & P&E)
- ☐ MPA/Zoning could be more high level, not so detailed
- ☐ More efficient modification (proactive)
 - ↳ Less ~~ambiguity~~

3) Clovelly Union

- ↳ Lots of varying ~~opinion~~

4) Long Prairie District Hall

- ↳ Process too long



TOWN COUNCIL AGENDA K.5. REGULAR ITEM(S)

DATE: January 16, 2024
FROM: Shelly Willson, Customer Relations Manager
ITEM: **Public Hearing to consider adopting, on first reading, an ordinance amending an ordinance of the Town of Flower Mound, Texas which adopted a Solid Waste Franchise Agreement with Allied Waste Services of Fort Worth, LLC dba Republic Services, in order to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%; and adding a Green Waste Pilot Program, at no charge to the Town which will provide for the pickup of green waste (such as brush, leaves, grass, weeds and other vegetation) from residents.**

BACKGROUND: The Town's Environmental Services Department and Republic Services have noted that multiple commercial customers regularly overfill their solid waste front load containers, creating a safety hazard for Republic's drivers and a nuisance and potential health hazard for the community. The Town's current contract language does not include any fee or fine for this offense. Instead, it states that "*Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the Town's ordinances with respect to the location of refuse containers or the nature, volume, or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the Town and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non - collection, using a standard identification tag approved by the Town.*" This policy has been ineffective in encouraging the commercial customers to stop their behavior or modify their services. Amending the agreement to include an extra yardage fee will provide an incentive for the customer to either change their behavior or work with Republic to increase the size of the containers or the frequency of collection. If approved, Republic Services has agreed to provide a Green Waste Pilot Program, at no charge to the Town, which will provide for the pickup of green waste (such as brush, leaves, grass, weeds, and other vegetation) from residents.

The potential for a green waste program was discussed during the [December 4, 2023, Town Council meeting](#). There was general Council consensus to pursue the pilot program in addition to processing an amendment to the franchise agreement to include the \$45.00 extra yardage fee. This amendment includes the fee and the requirement to conduct the green waste pilot program. Based on discussions with Republic Services, staff expects to conduct the pilot program in the fall of 2024.

BOARD REVIEW/CITIZEN FEEDBACK: A green waste program has long been an initiative of the Town's Environmental Conservation Commission (ECC). The ECC reviewed details of the pilot program at their November 7, 2023 meeting.

ALTERNATIVES: If the amendment is not approved, the Green Waste Pilot Program will not be provided by Republic Services at no charge.

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith and Tyler Rochon, of Taylor, Olson, Adkin, Sralla, & Elam L.L.P., have reviewed the agreement and ordinance as to form and legality.

ATTACHMENTS:

1. Republic Services Franchise Agreement May 2016
2. Republic Waste Franchise Ordinance Amendment

DRAFT MOTION: No action is needed until the second reading on February 5, 2024.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 26-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING A FRANCHISE FOR SOLID WASTE SERVICES TO ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES; AMENDING CHAPTER 70, ARTICLE IV "SOLID WASTE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; REPEALING DIVISIONS 1 AND 2 OF ARTICLE V "SOLID WASTE" IN APPENDIX B; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Articles III and X of the Charter of the Town of Flower Mound authorize the Town Council to grant, amend, renew, and extend all franchises for public utilities by ordinance upon two readings; and

WHEREAS, the Town Council is authorized to adopt regulations for controlling and governing solid waste collection, handling, transportation, storage, processing and disposal pursuant to Chapter 363 of the Texas Health and Safety Code; and

WHEREAS, the Town Council finds that this ordinance is in the best interest of the Town of Flower Mound and is necessary to preserve and protect the public health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

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

SECTION 2

Allied Waste Services of Fort Worth, LLC dba Republic Services, is hereby granted a franchise, license, and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal, and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the franchise agreement between the Town of Flower Mound and Allied Waste Services of Fort Worth, LLC dba

Republic Services, which will not be codified, but shall be kept on file in the Town Secretary's Office and is made effective in accordance with this Ordinance and made a part of this Ordinance by reference.

SECTION 3

From and after October 1, 2016, Section 70-261 of the Code of Ordinances of the Town of Flower Mound, entitled "Regulations for collection and disposal", is hereby amended in its entirety and replaced with the following provision:

"Sec. 70-261. - Regulations for collection and disposal.

The regulations regarding solid waste collection and disposal, including the rates and charges for solid waste collection services, are contained in the effective franchise agreement for solid waste collection services on file in the Town Secretary's Office."

SECTION 4

From and after October 1, 2016, Section 70-262 of the Code of Ordinances of the Town of Flower Mound, entitled "Rates and charges", is hereby repealed in its entirety.

SECTION 5

From and after October 1, 2016, Division 1 and Division 2 of Article V, entitled "Solid Waste," in Appendix B of the Code of Ordinances are hereby repealed in their entirety.

SECTION 6

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 7

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 8

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of any ordinances 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 10

The Town Secretary of the Town of Flower Mound is hereby directed to publish the full text of this ordinance once each week for two consecutive weeks in the official newspaper of the Town in accordance with Town Charter Sec. 10.02.

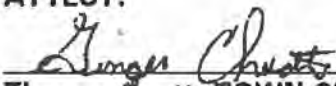
SECTION 11

This Ordinance shall be in full force and effect from and after the expiration of 30 days following its passage, pursuant to the terms contained herein, and publication as required by law, and it is so ordained.

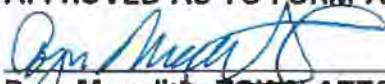
DULY PASSED, APPROVED, AND ADOPTED ON FIRST READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 2ND DAY OF MAY, 2016.

DULY PASSED, APPROVED, AND ADOPTED ON SECOND READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 16TH DAY OF MAY, 2016.

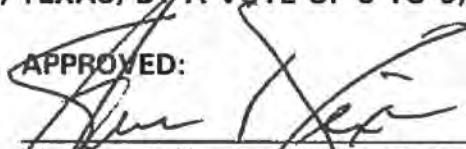
ATTEST:


Theresa Beett, TOWN SECRETARY
GINGER CHORTE - DEPUTY

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, TOWN ATTORNEY

APPROVED:


Thomas E. Hayden, MAYOR PRO TEM
STEVE DIXON



SOLID WASTE FRANCHISE AGREEMENT

This Solid Waste Franchise Agreement ("Contract") is made and entered into by and between the Town of Flower Mound, Texas, a municipal corporation located in Denton and Tarrant Counties, Texas (hereinafter called "Town"), and Allied Waste Services of Fort Worth, LLC dba Republic Services, (hereinafter called "Contractor").

WHEREAS, Contractor was granted a franchise, license, and privilege on the 2nd day of May, 2016, to provide solid waste and recyclable materials collection within the Town and to perform such work as may be incidental thereto in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of Franchise

- A. Contractor is hereby granted the right and privilege to conduct business for the purpose of collection and disposal of solid waste, garbage, refuse, trash, and rubbish (municipal solid waste), and recyclable materials collection and processing within the corporate limits of the Town and any tracts, territories, and areas hereafter annexed to, or acquired by, the Town. All commercial establishments located within the jurisdictional limits of the Town shall contract with Contractor by separate agreement for their municipal solid waste collection and disposal during the term hereof, subject to the terms of this franchise.
- B. The Town hereby grants Contractor the right to use the public streets, alleys and thoroughfares within the corporate limits of the Town, and any tracts, territories, and areas hereafter annexed to, or acquired by, the Town, for the purpose of engaging in the business of solid waste collection and recycling collection in the Town.
- C. This franchise shall take effect and continue and remain in full force and effect for a period of 5 years from October 1, 2016 (the "initial term"). The initial term of this franchise shall be automatically renewed and extended for three successive five-year periods (each, a "renewal term"); provided, should either the Town or Contractor desire to not renew this franchise upon the expiration of the then current term, such party shall give the other party written notice of such termination at least 90 days prior to the last day of such current term, whereupon this franchise shall terminate upon the expiration of such current term.

2. Contract

- A. This Contract shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - (a) The request for proposals from Town;

- (b) This Contract and Contract terms and definitions;
 - (c) Contractor's proposal, including all exhibits;
 - (d) The performance bond; and
 - (e) Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- B. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
- C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.
- D. In the event of any conflict between any provision of this Contract and any provision in either or both items (a) and (c) referenced herein, the provisions of this Contract shall control.

3. Definitions

Dumpster/ Roll-off Container (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Brush/Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or fifty (50) lbs. in weight.

Bulky Wastes: Stoves, water tanks, washing machines, furniture, refrigerators (with all CFCs (chlorofluorocarbons) removed), Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Polycarts, as the case may be.

Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the Town, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Contract Documents: The Request for Proposal, Contractor's Proposal, Performance Bond, Contract resulting from negotiations, and any addenda or changes to the foregoing documents agreed to by the Town and Contractor.

Contractor: The person, corporation, or partnership performing services under this Contract.

Customer: An occupant, owner, or tenant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste: Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Landfill/Transfer Station: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Polycart(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect Unit, with ownership retained by Contractor.

Recyclable Materials: Commodities collected by Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum and metal (tin) cans and corrugated boxes/cardboard.

Recycling Container: A plastic polycart designed for the purpose of curbside collection of recyclable materials at Residential Units.

Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four (4) or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Storm Event Debris: Garbage, Rubbish, Bulky Waste, Brush, and other debris and waste materials that result from a hurricane, tornado, wind storm, flood, natural disaster, or other act of God the collection of which falls outside the Residential Unit base rates set forth in this Contract.

Town: The Town of Flower Mound, Texas.

Yard/Green Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

4. Scope and Nature of Operation

A. Residential Collection: Contractor shall undertake curbside collection service for the collection of residential Refuse and Recyclable Materials to each Residential Unit one (1) time per week when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide Town a copy of maps indicating the routes used in the collection of waste from all residential customers. The Town has the right to reject and request reasonable modification of routes, and updates on routes of Contractor.

B. Commercial and Industrial Accounts:

- (a) Contractor shall collect and remove acceptable Garbage from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner, owner's agent, or tenant of the property. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The Town shall be the sole determinant of acceptable dumpster pads, locations and screening.
- (b) Contractor shall provide curbside collection service for the collection of Refuse from Commercial Hand Collect Units as defined by this Contract one (1) time per week when placed in Polycarts, and placed at curbside by 7:00 a.m. on the designated collection day.

- C. Brush/Bulky Wastes Collection: In addition, Contractor shall provide a special collection service for Brush/Bulky Wastes and/or Bundles one (1) time per week to all Residential Unit Customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush/Bundle and Bulky Wastes up to 4 cubic yards.
- D. Residential Doorside Collection - Household Hazardous Waste & E-Waste Collection: Contractor shall offer, for the life of this Contract, a scheduled on call service program for the collection of household hazardous waste and electronic waste. Residents will be provided with the contact information required to place a call for instructions regarding the placement and pickup of said items at resident's location. Pickups shall generally be made within one-to-two weeks of call to schedule service. Calls received by noon on Friday, will be serviced the following week on a day designated by contractor. Upon the request of a residential customer, Contractor will collect from each residential premise, not to exceed one day per month per calendar month, all program household hazardous and electronic set-out in accordance with acceptable items. Contractor will, upon confirmation of the appointment, immediately mail or drop off a program household and electronics waste bag or bags with vermiculite, complete with detailed program guidelines and set out instructions to the customer.
- E. Dead Animals: From time to time, Contractor may provide for the special collection of dead animals at residential, commercial, and industrial units upon such terms and conditions as are mutually agreed upon by Contractor and the Town, and Contractor has no obligation to pick up all such dead animals.

5. Collection Operation

- A. Hours of Operation:
 - (a) Residential garbage collection shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.
 - (b) Commercial garbage collection for commercial areas located adjacent to residential areas shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.
 - (c) All other commercial garbage collection not specified in subparagraph (B), above, shall be conducted only between the hours of 3:00 a.m. and 7:00 p.m.
 - (d) Garbage collection from public or governmental areas shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.
- B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
- C. Routes of Collection: Collection routes shall be established by Contractor as approved by the Town. The Town shall be provided route collection maps and container locations.

D. Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When a holiday falls on a week day (Monday through Friday), Contractor shall delay all routes one day from the day of the holiday until the end of that week, completing all routes on Saturday of that week. For example, if New Year's Day falls on Wednesday, no routes are run on Wednesday. The New Year's Day routes will be run on Thursday, Thursday's routes will be run on Friday, and Friday's routes will be run on Saturday.

E. Complaints: The Town's Customer Relations Office shall assume responsibility for receiving and coordinating all residential service requests and complaint management functions related to Contractor's solid waste collection and recycling collection services. To assist in defraying the costs for this function, Contractor shall make an annual contribution to the Town as described in Section 26 "Customer Relations Contribution." At a minimum, customer complaint procedures shall provide that the customer complaint shall be addressed within one (1) business day (Monday through Friday) of receipt of such complaint and shall be promptly resolved.

F. Collection-Equipment:

- (a) Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the corporate limits of the Town nor while en route to the disposal site, where such accumulation shall be dumped.
- (b) Due to street size variations in the Town, Contractor shall provide equipment that will accommodate such public streets and alleys. Contractor shall utilize lighter-capacity single-axle collection trucks for those routes identified by the Town and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (i.e., on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- (c) All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of this Contract. Such vehicles shall be

maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The Town may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- G. Disposal: Contractor shall deliver solid waste collected to a licensed sanitary landfill of its choice operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA).
- H. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Town's Customer Relations Office so that proper notice can be given to the customer at the premises to properly contain refuse. Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, Town shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.
- I. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the Town, in writing, of such condition and of its inability to make collection.
- J. Protection from Scattering: Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately.

6. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide on-site personnel during the transition period from the Town's current Solid Waste contractor. Contractor shall provide an employee(s) at Town Hall located at 2121 Cross Timbers Road, Flower Mound, TX, to assist the Town's Customer Relations division during the transition period for as long as needed in the Town's sole discretion.

- B. Contractor shall provide direct mail information regarding Contractor's solid waste services to all Flower Mound households and also print, at Contractor's expense, brochures annually up to 2,000 pieces, as needed, for the length of the contract. The Town reserves the right to approve the form of all such direct mail pieces and brochures, and to adjust this number as needed to meet growth.
- C. During each year of this Contract, Contractor shall provide twenty-five (25) 30-yard roll-off containers for neighborhood clean-up events and other Town events as designated. The provision of such roll-off containers shall be at no charge to the Town; such complimentary service shall include all costs (e.g., delivery, rental, disposal, etc.). The Town shall provide a two-week notification to Contractor to schedule such events.
- D. In addition, Contractor, during the term of this Contract, in October of each year of this Contract, beginning in October 2016, shall donate \$5,000 annually to Keep Flower Mound Beautiful (KFMB).

7. Recyclable Materials

- A. Contractor shall provide a single-stream Recyclable Materials collection service to Residential Units on a once per week schedule. Residents will not be required to separate Recyclable Materials by type of material; therefore, all recyclables may be commingled with other Recyclable Materials. Contractor shall include a list of acceptable Recyclable Materials in its program materials sent to Residential Units.
- B. Contractor shall be responsible for transporting the Recyclable Materials to a processing site of its choice and must have established buyers or markets for the recyclables, as the market allows. Contractor shall be required to identify the buyers of the Recyclable Materials upon request by the Town. Recyclable Materials collected for the purpose of recycling may not be deposited in any landfill unless the Recyclable Materials load is contaminated with Garbage or other unacceptable waste.
- C. Contractor shall be totally responsible for the costs of processing and marketing of all Recyclable Materials collected pursuant to this Contract.

8. Ownership

Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Dumpster/Roll-off or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs. Title to hazardous waste or any other wastes excluded from this Contract remains with the generator of such waste and Contractor shall have no responsibility or liability to the Town for such unacceptable waste.

9. Services at Town Facilities

- A. Contractor shall provide solid waste collection service at the Flower Mound Town Hall, located at 2121 Cross Timbers Road, and at all other current and future municipal facilities in the Town, all at no charge, excluding the roll-off and sludge removal services at 1105 Duncan Lane referred to later in this section.
- B. The 30-yard roll-off containers at the Town's Service Center, located at 1105 Duncan Lane, typically filled with Brush, tree limbs and other waste or Bulky Waste picked up from the rights-of-way throughout the Town, shall be serviced at no charge per container with no rental fee charged.
- C. The Town, at its sole discretion, may elect to dispose of all sludge accumulated at the Town's wastewater treatment plant located at the end of Duncan Lane, Flower Mound, Texas, using its own equipment or by contract with a separate vendor. If requested by Town, Contractor agrees to dispose of sludge at a landfill of Contractor's choice accumulated at the Town's wastewater treatment plant, at the following rates during the term of this Contract, or any renewal thereof:
 - (a) Routine Transportation Charge (includes 4 tons) \$237.19 per haul
 - (b) Landfill Disposal Charge \$25.00 per ton*
*based on the current profile on file of the material
 - (c) Emergency/Wet Weather Contingency Charge
6 times a year; Combined flat rate charge for
labor and fuel to deliver empty; 20 or 30 cubic
yard containers as needed or requested \$75 each
 - (d) Per Hour Charge for Delays (Stated hourly rate
reflects total hourly cost for any delays caused
by the Town of Flower Mound. Delay charge will
not apply to any delays not caused by the Town
of Flower Mound.) \$40 per hour
 - (e) Liner for container if needed included in pricing above.

The charges in this section are not subject to franchise fees.

10. Landfill Access

Residents may dispose of up to 10 cubic yards of waste free of charge once per month Monday through Friday from 7 a.m. to 4:30 p.m. or on Saturday's from 7a.m. to 11:30 a.m. at the Camelot Landfill located at 580 Huffines Blvd, Lewisville, TX 75056.

11. Polycarts

As of the effective date of this Contract, Polycarts shall be new, labeled with a unique serial number for identification and tracking purposes. Polycarts used for recycling shall be green in color and Polycarts utilized for Garbage disposal shall be blue in color. Contractor shall provide Polycarts to new residents, and shall repair and/or replace any damaged Polycarts within one (1) business week of first notification.

12. Quarterly Meetings

Contractor shall conduct quarterly meetings with designated Town staff to provide a review/update of any outstanding issues.

13. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- (a) Daily reports detailing Polycart transactions provided to the Town's Customer Relations Division
- (b) Monthly reports, within two (2) weeks of the end of the reporting period, detailing: Polycart transactions; tonnage of recycling and trash collected; participation/set-out rates, etc.
- (c) Annual reports each October on the status of the terms and conditions of the Franchise and any points that need to be addressed.

14. Rates

Effective October 1, 2016, Contractor shall charge the following rates (the "base rates") for services performed herein. Note: All rates and cart sizes listed below are current as of October 1, 2016, and are exclusive of five percent (5%) franchise fee (all collection types) and four percent (4%) billing fee (residential collection only).

(a) Residential:

Weekly solid waste collection (96-gal Polycart),	
Weekly recyclables collection (96-gal Polycart),	
Weekly brush/bulky collection (4 cubic yards), and	
On-Call HHW & E-Waste collection	\$11.69/month
Additional solid waste Polycart	\$6.75/month
Additional recycling Polycart	\$1.00/month
Senior Citizen Discount (65 years or greater)	\$1.50/month

(b) Commercial:

Commercial Hand Collection, Per 90-96-Gallon Polycart
Semi- or Fully-Automated Collection Cost:

Once Per Week \$30.34 /mo

Two Carts Once Per Week \$37.16 /mo

Manual Collection Cost:

Once Per Week \$30.34 /mo

Two Carts Once Per Week \$37.16 /mo

*Front Load Containers Rates (in dollars):

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd	69.51	116.20	162.89	209.60	256.27	275.57	35.57
3 Cu Yd	77.67	140.08	194.91	257.32	289.33	312.83	40.70
4 Cu Yd	93.39	186.76	249.74	335.48	421.28	463.67	48.92
6 Cu Yd	124.86	219.31	313.72	453.80	593.86	657.92	54.93
8 Cu Yd	163.63	282.24	500.67	553.72	781.70	916.05	61.16

*Roll-Off Containers:

20 Cubic Yard Per Haul (Including Disposal)	\$402.52
30 Cubic Yard Per Haul (Including Disposal)	\$421.39
40 Cubic Yard Per Haul (Including Disposal)	\$436.78
Delivery and Exchange	\$100.00
Daily Container Rental	\$4.00

Compactors (rental fees are negotiable):

6 Cubic Yard Per Haul (Including Disposal)	\$139.12
8 Cubic Yard Per Haul (Including Disposal)	\$174.35
30 Cubic Yard Per Haul (Including Disposal)	\$485.90
40 Cubic Yard Per Haul (Including Disposal)	\$515.58
42 Cubic Yard Per Haul (Including Disposal)	\$526.18

(c) Temporary Front-load for Residential Purposes:

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$154.88
8 Cubic Yard \$164.88
10 Cubic Yard \$180.69

All Commercial and Industrial Customer base rates are subject to a franchise fee and sales taxes, as applicable.

(d) Optional Yard/Green Waste Recycling Add-on: Should at any time during the first five years of this agreement, the Town decide to add the "Green Waste" program, Contractor guarantees the rate of \$1.65 per household per month, based on total Residential Unit billing, for the first five (5) years of this Contract (subject to CPI adjustments as provided in "Modification of Rates" below) to allow the addition of yard waste separated at the curb and 100% recycled collected weekly on the designated service day. The Town will provide 60 days notice to contractor of desire to add this service.

(e) Special Brush/Bulky Collection: Contractor shall provide special request collection within seven (5) calendar days of the request at the appropriate rate, as described herein. If any Residential Unit Customer shall desire to dispose of any Brush, Bulky items, Construction Debris (generated from the residential unit only) or Stable Matter, such customer shall notify Contractor of customer's desire to dispose of such items and Contractor shall quote the price(s) listed below and if Customer agrees to such pricing, Contractor shall collect the material and bill the Residential Unit directly for this service. This service shall be subject to the Town's franchise fee. Service shall be limited to items as defined herein, placed at the usual place of garbage pickup, or as otherwise directed by Contractor or Town. The customer shall be billed directly by Contractor at the rate of \$45.00 per hour.

(f) Modification of Rates:

- i. The residential and commercial base rates shall remain effective for a period commencing on October 1, 2016, and continuing through September 30, 2017, and thereafter shall be subject to a fixed 2.6% Price Index increase, annually, beginning on October 1, 2017.. If this Contract should be renewed for another successive five year term, this fixed Price Index increase amount will be eligible for re-negotiation and could increase or decrease depending on economic factors.
- ii. The Senior Discount remains \$1.50 per month for the life of this Contract, regardless of the adjustments made under this section.
- iii. Contractor shall publish at least two (2) notices in a newspaper of general circulation in Flower Mound, Texas, stating the amount and effective date of such rate adjustment, if any, with such notices to be

published at least twenty (20) days prior to the effective date of the adjustment and in an area of said newspaper other than the classified or legal notice section of same. Said notice shall be at least three inches by three inches (3" x 3") in size.

15. State, Local, and Federal Regulations

Contractor agrees to comply with all applicable existing laws of the United States and of this state and any further applicable laws which may be enacted by the United States or this state, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulations for the protection of its inhabitants.

16. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the Town and the state.

17. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the Town shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

18. Regulation of Leased Containers

The Town shall permit Contractor to rent or lease containers to the owner or occupant of any premises within the corporate limits of the Town for refuse storage and collection purposes, subject to the following requirements:

- (a) All such containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the Town;
- (b) All such containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (c) All such containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents; and
- (d) All such containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height.

Contractor shall lease or rent such containers at terms which are fair and reasonable and which are in accordance with a schedule or rates provided therefore by ordinance of the Town.

19. Disposal of Refuse

- A. For the purposes of this Contract, the designated landfill(s)/recycling facility(ies) shall be Camelot Landfill located at 580 Huffines Blvd, Lewisville, TX 75056 and/or the Arlington Landfill located at 800 Mosier Valley Rd, Arlington, TX 76040 and the MRF located at 6200 Elliott Reeder Rd, Fort Worth , TX 76117 If, during the term of this Contract, including any renewal term, the facilities shall not be available for use by Contractor for more than five (5) consecutive days, Contractor in consultation with the Town will designate new facilities, which facilities shall be consented to by Contractor, and which consent shall not be unreasonably withheld, provided if Contractor does not own such new facilities, and Contractor, or any affiliate thereof, shall have concerns about such new facilities in respect to environmental liability, Contractor, in its sole discretion, may disapprove and cancel designation of such new facilities, where upon the Town shall designate another facility, subject to the provisions of this section.
- B. If, during the term of this Contract, including any renewal term, the facilities shall not be available for use by Contractor due to acts of God and/or failure of the operators to comply with all relevant and applicable federal or state laws, regulations, rules, permits or permit conditions, the provisions of Subsection A above, shall be null and void.

20. Office

Contractor shall establish an office with a local telephone listing, under the name of Contractor, to handle inquiries or complaints with regard to waste materials collection within the Town. All such calls shall be given prompt and courteous attention. The office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regular holidays, and shall have a published number for complaints after normal working hours.

21. Enforcement

The services furnished hereunder to said Town and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Flower Mound Town Council. Contractor may require authorization for ingress and egress from and upon the customer's private property for the purpose of garbage collection.

22. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the Town's ordinances with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the Town and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the Town.
- B. Where the Town is notified by a Residential Unit owner or occupant that Refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the Town will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same on the same business day if notification to Contractor is provided by 3:00 p.m., but not later than 12:00 p.m. the next business day if notification is provided after 3:00 p.m.
- C. In the event Contractor shall fail to collect Refuse after the issuance of a collection order, such failure shall constitute an act of non-collection. If, within any month, Contractor shall be guilty of ten (10) or more acts of non-collection, the same shall be deemed an act of non-compliance within the contemplation of Section 30, "Liquidated Damages," of this Contract.

23. Transferability of Contract

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the Town. In any such assignment, the assignee shall assume all of the liabilities of Contractor.

24. Remuneration

The Town shall bill the Residential Units, and shall pay actual collections to Contractor on a monthly basis; such remittance to be paid as mutually agreed upon.

- (a) The Town shall add to the base rate, an amount equal to five percent (5%) for furnishing of garbage services within the corporate limit of the Town in full payment for the use of the streets, highways, easements, alleys, parks, and all other public lands and places within the Town (the "franchise fee"). The franchise fee shall be retained by the Town on a monthly basis.
- (b) It is understood that charges for refuse service to Residential Units will be billed and collected from such residential customers by the Town.

- (c) The Town will add to the residential base rate, an amount equal to four percent (4%) for billing all Residential Unit accounts, which shall be in addition to the franchise fee. This administrative charge shall be deducted at the end of the month before Contractor is paid by the Town and shall be retained by the Town for services rendered to the customers, based upon actual receipts collected by the Town and posted to customer accounts. The billing methods and arrangements may from time to time be revised by agreement of the parties. Remittances will be made directly to Contractor by the Town's Finance Department in conjunction with the first check run following month end.

25. Commercial and Industrial Accounts

Contractor will provide billing to and collection from all Commercial and Industrial Unit accounts. The disposal of temporary construction debris within the corporate limits of the Town shall be subject to this Contract. Contractor agrees to pay to Town a five percent (5%) franchise fee, as agreed upon between the Town and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote rates for commercial and industrial services in compliance with the rate structure set forth in this Contract. Contractor shall bill Commercial and Industrial Unit customers directly, and the Town shall not be entitled to any compensation relating to such billing, other than the aforementioned franchise fee. Contractor shall have the right to suspend services to any Commercial or Industrial Unit Customer that does not timely pay for waste services after providing written notice to said Customer. If Contractor suspends service to a Commercial or Industrial Unit Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Commercial or Industrial Unit Customer is reinstated.

26. Customer Relations Contribution

In addition to any other contributions by Contractor referenced in this Contract, Contractor shall make an annual contribution each October, beginning in October 2016, of \$80,000 to the Town to assist in defraying costs incurred by the Town to maintain a customer relations program. This amount shall increase each October by 2.6% (the fixed Price Index rate) as described in Section 14, "Rates," specifically that portion entitled "Modification of Rates."

27. Books and Records

The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

28. Contractor as Independent Contractor of Town

Contractor shall be solely responsible for the actions of its employees during the performance of service under this Contract. Contractor shall assure the Town that the actions of Contractor's employees shall be in the best interests of the Town and its citizens. Contractor and its employees are independent contractors of the Town.

29. Equipment Assumptions and Intent

- A. The reasonable rates set forth above reflect the use of garbage hauling equipment, purchased new for this Contract, for residential collection and larger front-end load vehicles for the commercial routes. Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the Town and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt-paved streets and cul-de-sacs). The parties agree to work together to maintain the refuse system contemplated by this Contract in as modern, efficient, and environmentally and economically sound condition as can reasonably be accomplished, incorporating such innovation and improved methods as may be developed from time to time during the term and modifying this Contract as needed to provide for this spirit and intent.
- B. The Town reserves the right to inspect the vehicles and equipment (including Polycarts for garbage and recyclables) to be used pursuant to this Contract on or after September 1, 2016, to affirm Contractor's ability to begin service on October 1, 2016.

30. Liquidated Damages

Except for *force majeure* events as defined below, in the event Contractor shall fail to perform any of the terms or conditions of this Contract, the Town shall promptly notify Contractor in writing of the defect in performance. Thereafter, if Contractor does not correct or cure the defect in performance within five (5) business days after receipt of written notice, or in the case of defects that cannot be cured within five (5) days, if Contractor has not taken reasonable steps to effectuate a cure within five (5) business days after receiving written notice, the same shall constitute an act of non-compliance. For each such act, the Town may deduct from the consideration to be paid Contractor, as liquidated damages, the sum of \$250.00 per day for each day that each such act of non-compliance shall continue. In addition to the damages listed above, if any such continuing failures to perform adversely affect the delivery of service to any particular customer or customers, the Town may deduct from the consideration to be paid Contractor, as liquidated damages, the sum equal to one (1) monthly bill for that customer or customers, per adverse event reported that Contractor has not cured pursuant to this section. This remedy is hereby expressly made cumulative of all or any other remedies available to the Town, at law or in equity, for the breach of this Contract. The parties hereto agree that such liquidated damage amounts are fair and reasonable.

31. Termination

- A. If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, Town shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a 30-day period from the date of receipt of said notice from Town to remedy any failure to perform. Should Town deem the failure to perform remedied, no hearing shall be held.
- B. Should Contractor fail to remedy its performance, after a hearing described herein, the Town may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of this Contract. Should Town still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the Town Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Town Council makes a finding that Contractor has failed to provide adequate refuse collection service for Town, or has otherwise substantially failed to perform its duties hereunder, the Town Council may terminate this Contract.
- C. Town may terminate this Contract during any renewal term without cause upon the annual anniversary of this Contract (October 1) by providing at least one hundred and twenty (120) days written notice to the Contractor before such annual anniversary date.

32. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the Town, at: 2121 Cross Timbers Road
Flower Mound, Texas 75028
ATTN: Mr. Jimmy Stathatos, Town Manager

If to Contractor, at: ATTN: General Manager
6100 Elliott Reeder Rd
Fort Worth, TX 76117

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

33. Force Majeure and Storm Debris

- A. Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.
- B. Contractor and the Town understand and agree that, in the event of a hurricane, tornado, wind storm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the Town. The Town is not obligated to select Contractor to perform the collection of Storm Event Debris.

34. Liability Insurance

- A. Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required by this section, and certificates evidencing such coverage has been delivered to the Town. Such policies shall be issued by companies authorized to do business in the State of Texas, and the Town shall be named as an additional insured on all such policies except workers compensation. The failure by Contractor to keep in force all insurance required by this Contract shall be deemed a breach of this Contract.
- B. The following minimum limits of insurance shall apply to this Contract and must be maintained by Contractor at all times. Coverage may be accomplished by a combination of primary and excess insurance.

<u>Type Coverage</u>	<u>Per Occurrence Minimum</u>	<u>Aggregate Minimum</u>
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$2,500,000	\$10,000,000
Property Damage	\$1,000,000	\$ 1,000,000
Comprehensive Auto Liability Combined Single Limit	\$5,000,000	

35. Performance Bond

Contractor shall furnish a \$100,000 Performance Bond, annually, as security for the faithful performance of this Contract. Contractor shall pay premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the

Town with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

36. Indemnity

Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees arising out of or in connection with the performance, attempted performance, or non-performance of the work and services under this Contract; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees, or arising out of a claim that the Town was not authorized to award this Contract or such was in conflict with the terms of a prior contract executed by the Town.

37. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

38. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Denton County, Texas.

39. Enforcement

The Town grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's franchise rights granted herein. By granting this right to Contractor, the Town in no way reduces its right or obligation to enforce this Agreement or any other Town ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by the Town and/or Commercial Unit and Industrial Unit Customers. The Town agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Contract.

40. Governmental Powers and Immunity

It is understood and agreed that by execution of this Agreement, Town does not waive or surrender any of its governmental powers, or sovereign immunity, nor does the Town waive any of its immunities from suit and/or liability.

(SIGNATURE PAGE TO FOLLOW)

TOWN OF FLOWER MOUND, TEXAS

Tom Hayden, Mayor
STEVE DIXON PRO TEM

ATTEST:

Theresa Scott, Town Secretary
GINGER CHOATE DEPUTY

APPROVED AS TO FORM:

[Signature]
Town Attorney



CONTRACTOR

Jeri Harrell Municipal Services Manager
Name, Title

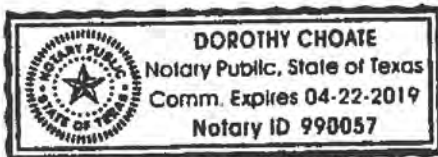
STATE OF TEXAS §

COUNTY OF Denton §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Jeri Harrell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the MSM of Republic Services and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of May, 2016.

[Signature]
Notary Public in and for the State of Texas



Dorothy Choate
Type or Print Notary's Name

My Commission Expires:

4.22.19

CERTIFICATE OF SECRETARY

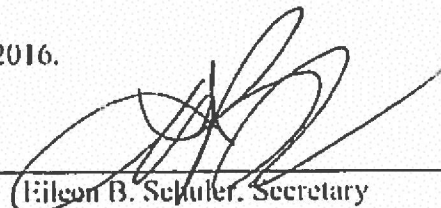
**RELATING TO THE BID OR PROPOSAL TO PROVIDE
SOLID WASTE COLLECTION AND RECYCLING SERVICES
FOR THE TOWN OF FLOWER MOUND
IN THE STATE OF TEXAS**

The undersigned, Secretary of **ALLIED WASTE SERVICES OF FORT WORTH, LLC**, a Texas limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **JERI HARWELL** holds the title of Municipal Services Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 15th day of January, 2016.



Hilcon B. Schuler, Secretary

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 26-16, REGARDING A FRANCHISE FOR SOLID WASTE SERVICES AWARDED TO ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES; IMPOSING AN EXTRA YARDAGE (EXY) FEE OF \$45.00 PER INCIDENT OF OVERFLOW TO COMMERCIAL AND INDUSTRIAL CUSTOMERS IN PLACE OF A NOTICE OF NON-COLLECTION, INCLUDING A FIXED ANNUAL INCREASE OF 2.6%; ADDING A GREEN WASTE PILOT PROGRAM; PROVIDING THAT THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT, AS AMENDED; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Articles III and X of the Charter of the Town of Flower Mound authorize the Town Council to grant, amend, renew, and extend all franchises for public utilities by ordinance, upon two readings and publication; and

WHEREAS, the Town Council is authorized to adopt regulations for controlling and governing solid waste collection, handling, transportation, storage, processing and disposal pursuant to Chapter 363 of the Texas Health and Safety Code; and

WHEREAS, the Town and Republic Services desire to amend the Solid Waste Franchise Agreement, entered into on October 1, 2016, and approved by Ordinance No. 26-16, in order to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%, and to add a Green Waste Pilot Program; and

WHEREAS, the Town Council finds that this ordinance is in the best interest of the Town of Flower Mound and is necessary to preserve and protect the public health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

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

SECTION 2

The Solid Waste Franchise Agreement ("Agreement"), entered into by and between the Town of Flower Mound, Texas, a home rule municipal corporation of Denton and Tarrant Counties, Texas and Allied Waste Services of Fort Worth, LLC dba Republic Services, effective on October 1, 2016, for the collection and disposal of residential, commercial, and industrial garbage and refuse within the Town of Flower Mound, is hereby amended to impose an extra yardage (EXY) fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection, including a fixed annual increase of 2.6%, and adding a Green Waste Pilot Program, as further detailed in the amended Agreement, attached hereto and incorporated herein as Exhibit "A." The amended Agreement will not be codified, but shall be kept on file in the Town Secretary's Office and is made effective in accordance with this Ordinance.

SECTION 3

Except as amended herein, all other terms, conditions and provisions of the Solid Waste Franchise Agreement, not specifically amended by this Ordinance, shall remain in full force and effect.

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 5

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.

ORDINANCE NO. _____

SECTION 6

This Ordinance shall be in full force and effect from and after approval upon second reading and the expiration of 30 days following its passage, pursuant to the terms contained herein, 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, ON FIRST READING BY A VOTE OF ____ TO ____, ON THIS THE 16th DAY OF JANUARY, 2024.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON SECOND READING BY A VOTE OF ____ TO ____, ON THIS THE 5th DAY OF FEBRUARY, 2024.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT

WHEREAS, on May 16, 2016, the Town Council of the Town of Flower Mound approved that certain Solid Waste Franchise Agreement ("Agreement") by and between the Town of Flower Mound, Texas, a home rule municipal corporation located in Denton and Tarrant Counties, Texas (hereinafter called the "Town") and Allied Waste Services of Fort Worth, LLC dba Republic Services, (hereinafter called the "Contractor") (collectively, Town and Contractor shall be referred in the singular as "Party" or in the plural as "Parties"); and

WHEREAS, Contractor has reported to Town that multiple commercial and industrial customers regularly overfill their solid waste front load containers, creating a safety hazard for Republic's drivers and a nuisance and potential health hazard for the community; and

WHEREAS, Contractor seeks to impose an extra yardage fee of \$45.00 per incident of overflow to commercial and industrial customers in place of a notice of non-collection as a disincentive mechanism to the practice of overfilling solid waste front load containers; and

WHEREAS, Town agrees that such fee should be approved and implemented;

WHEREAS, in consideration for the approval of such fee, Contractor agrees to implement a Green Waste Pilot Program, which is further detailed herein, at no cost to the Town; and

WHEREAS, the purpose of the Green Waste Pilot Program is to test the public receptiveness of the program within certain areas of the Town and determine if the program would be of future value to the public; and

WHEREAS, based upon the foregoing, Town and Contractor desire to amend the Contract, as hereinafter set forth.

ORDINANCE NO. _____

NOW THEREFORE, Town and Contractor hereby agree as follows:

1.

Section 4 “Scope and Nature of Operation,” of the Agreement, is hereby amended by adding a new Subsection “F,” which read as follows:

“F. Green Waste Pilot Program: Contractor agrees to complete a pilot program for the collection of Yard/Green Waste (“Program”) during a consecutive 60-day period, which shall commence no later than November 1, 2024; or as otherwise approved by the Town Manager or designee (“Town Manager”). During the 60-day period of the Program, the Contractor will complete one collection route (“Route”) per Residential Collection day (as that service is described in Section 4. A., above), for a total of five (5) Routes, for the collection of Yard/Green Waste. The location of each Route shall be subject to the reasonable review and approval of Town Manager and Contractor; provided, however, in the event the Town Manager and the Contractor cannot agree on the location of the Routes, the Town Manager maintains sole final decision making authority regarding the same. Notwithstanding the foregoing, the Town Manager shall have the exclusive right to terminate the Program at any time. In addition, the Parties agree that the implementation of the Program shall not constitute an election under Section 14 (d) of this Contract.

In furtherance of the Program, Contractor also agrees to:

- (a) Implement and carry out the Program at no cost to the Town or its residents.

- (b) Provide the Town with a minimum of fifteen (15) business days' advance written notice stating the Contractor's intended date to begin the Program.
- (c) Provide sufficient and reasonable advance notice and education to residents within the selected Program Routes. The timing and educational material content shall be developed by the Contractor and shall be subject to final review and approval by the Town Manager prior to public dissemination. The content of the materials may include, but are not limited to:
 - i. Details on how residents may opt in or opt out of the Program,
 - ii. Information on what Yard/Green Waste is,
 - iii. Frequently Asked Questions about Yard/Green Waste,
 - iv. Educational information regarding the benefits of a Green Waste Program, and
 - v. Town and Contractor contact information.
- (d) Transport all Yard/Green Waste collected to the Living Earth recycling facility located in Flower Mound, Texas, unless the Living Earth recycling facility refuses to accept such Waste, and in such event, to a facility mutually agreeable to Contractor and Town Manager.
- (e) Provide participation data to the Town within 60 calendar days of completion of the Program. The participation data shall be subject to the reasonable review and approval of Town Manager and Contractor; provided, however, the Town Manager maintains the sole discretion in determining which participation data shall be provided.

ORDINANCE NO. _____

- (f) Conduct a survey of Program participants upon completion of the Program. The questions used in the survey, including how the survey is administered, shall be subject to the review and preapproval of the Town Manager.”

2.

Section 22 “Non-Collection Notice and Follow-up,” is hereby amended to add the following language to the end of Subsection “A.”:

“An extra yardage fee of \$45.00 may be charged to commercial and industrial customers that fill their solid waste front load containers to overflowing or leave items outside said containers. Such extra yardage fee will be subject to the fixed 2.6% Price Index increase annually as described in Section 14 “Rates” under subsection (f) ‘Modification of Rates,’ of this Contract.”

3.

Except as specifically amended and modified herein, the Contract shall be, and remain, in full force and effect as originally executed and previously amended, and Town and Contractor do hereby ratify and confirm same.

4.

The amendments to the Contract as set forth hereinabove shall be effective as of March 6, 2024.

Town of Flower Mound

By: _____
James W. Childers, Town Manager

ORDINANCE NO. _____

ATTEST:

Theresa Scott, Town Secretary

Allied Waste Services of Fort Worth,
LLC dba Republic Services

By: _____
Craig Mikolajchak, General Manager

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of _____ and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:



TOWN COUNCIL AGENDA L.1. BOARDS/COMMISSIONS

DATE: January 16, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Discuss and consider designating the Tax Increment Reinvestment Zone No. 1 chair.**

BACKGROUND: The structure and organization of the Tax Increment Reinvestment Zone Number 1 (TIRZ #1) board members is described by [Town Ordinance](#) and requires the Town Council to designate a voting member of the board to serve as chair for one year beginning January 1st. The board shall elect from its members a vice chair and other officers as it sees fit.

The current voting members of the board that may be considered for the position of chair are:

Mark Hargreaves
Tim Whisenant
Jim Engel (current Chair)
David Johnson (Denton County appointee)
Larry Lipscomb (Denton County appointee)

Ex officio non-voting members of the board include the Mayor and Town Manager, and they cannot serve as chair.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If no action is taken, the current chair will continue to serve in this role until a successor is appointed.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: For the Tax Increment Reinvestment Zone #1 Board, I move to designate _____ as Chair effective immediately and through December 31, 2024.