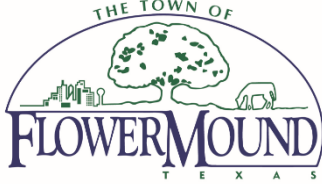


Town Council Regular Meeting



April 15, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

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

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

D. PRESENTATION(S)

1. Proclamation to Police Chief Andy Kancel for his retirement
2. Proclamation and presentation of Hometown Hero banner to Robert Aguirre
3. CASA of Denton County-Proclamation - Child Abuse Prevention Month
4. Keep Flower Mound Beautiful Annual Report

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Chief of Police
 - b. Employee Service Recognition

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. April 18 Work Session
2. May 6 Regular Meeting
3. July 18 (9am - 4pm) Strategic Planning Retreat

J. 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 indicated below. 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 below-referenced items.

1. Consultation with Town Attorney.
 - a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
 - b. Short term rentals
 - c. Enforcement of zoning regulations
 - d. 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

K. RECONVENE

L. 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 - 4/1 - Consider approval of the minutes from a regular meeting held on April 1, 2024.
2. CIP Amendment No. 3 - Consider approval of Amendment No. 3 to the fiscal year 2023-2024 Capital Improvement Program
3. Purchase Hydro Excavator Truck (PW-Drainage & ROW Division) - Consider approval of the award of Bid No. 2024-73-B, a best value bid, for the purchase of one 2025 Freightliner SD114 Hydro Excavator from Dogget Freightliner of South Texas, LLC. in the total amount of \$523,934.
4. Purchase of Hydro Excavator Truck (PW-Utility Line Maint. Division) - Consider approval of the award of Bid No. 2024-72-B, a best value bid, for the purchase of one 2024 Freightliner 108SD Hydro Excavator from Dogget Freightliner of South Texas, LLC. in the total amount of \$400,000.
5. Timber Creek Road Panel Replacements - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the Timber Creek Road Panel Replacement project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$780,006.00.
6. Spring Meadow Park Improvements - Consider approval of the purchase and installation of a new picnic pavilion, associated site amenities, and repair of playground surfacing for the Spring Meadow Park Improvements project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$88,046.00
7. Legislative Consultant - Consider approval of a Professional Services Agreement with Bird Advocacy and Consulting, Inc. to provide legislative consulting to the Town, in the amount of \$38,500.
8. Employee Assistance Program - Consider approval of Request for Proposal Number 2024-22-A with Deer Oaks EAP Services, LLC, to provide an employee assistance program in the total amount of \$4,939; and authorization for the Mayor to execute same on behalf of the Town.

M. REGULAR ITEM(S)

1. US 377 Waterline Loop & Relocation - Construction Award - Consider approval of a Construction Agreement with Mountain Cascade of Texas, LLC., for the US 377 Water Line Loop and Relocation project, in the amount of \$6,212,538.00; and authorization for the Mayor to execute same on behalf of the Town.
2. RC24-0001 - Lungren Addition Lot 1, Block A - Consider a request for a Record Plat (RC24-0001-Lungren Addition Lot 1 Block A) to create a residential subdivision with an exception to lot width to depth ratio pursuant to Section 90-

- 272(a), of the Code of Ordinances. The property is generally located North of Stapleton and west of Kirkpatrick Lane. (PZ recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.)
3. CSP24-0001 - Tesla - Public Hearing to consider a request for a Comprehensive Sign Package (CSP24-0001- Tesla) to allow a ground sign and additional wall signs on the building. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (PZ recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.)
 4. MPA23-0009 - Box Investment Group - Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0009 – Box Investment Group) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Lakeside Business District Area Plan from Campus Commercial uses to Campus Industrial uses. The property is generally located south of Lakeside Parkway and east of Silveron Boulevard. (PZ recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.)
 5. ZPD23-0015 - Box Investment Group - Public Hearing to consider an ordinance amending the zoning (ZPD23-0015 - Box Investment Group) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No. 201 (PD-201) with Campus Commercial District (CC) uses and certain Campus Industrial District (CI) uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, “Topographical Slope Protection”, and an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located south of Lakeside Parkway and east of Silveron Boulevard. (PZ recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.)
 6. TRP24-0002 – Box Investment Group - Public Hearing to consider an application for a tree removal permit (TRP24-0002) for one (1) specimen tree on property proposed for development as Box Investment Group. The property is generally located south of Lakeside Parkway and east of Silveron Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 5 to 1 at its March 6, 2024, meeting.)
 7. TIRZ #2 Capital Improvement Agreement - Public Hearing to consider approval of a Capital Improvement Agreement for the Furst Ranch Development, establishing a process and providing for the reimbursement of impact fees, and TIRZ #2 revenues for qualified capital improvement costs.

N. 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, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

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.

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: April 12, 2024, at 4:35 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

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

Town Council Regular Meeting and Tax Increment Reinvestment Zone (TIRZ) No. 2 Meeting



April 1, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Mayor
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
John Zagurski, Chief Financial Officer
Julie Taylor, Director of Treasury Operations
Clay Riggs, Director of Public Works
Matt Hotelling, Assistant Director of Public Works/Transportation

B. INVOCATION

Chaplain McNamer 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 banners to Anthony Harris and Danetta Hurt-Harris
Mayor France recited the proclamations and presented them to Anthony Harris and Danetta Hurt-Harris.
2. Proclamation for United Way Denton for Mental Health Awareness Month
Mayor France recited the proclamation and presented it to Detective Michelle Horridge.
3. Recognition of the Flower Mound Citizens Academy - Class of 2024
Ms. Scott gave a presentation identifying or noting:
 - program overview
 - 2025 information
 - class pledge

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.	Jeffrey Goldstein, 2110 Long Prairie Rd	School System Education
2.	Gunther Barnes, 3700 Long Prairie Rd	Issues with AI in school
3.	Michael Jackson, 7509 Inwood Rd, Dallas	Flower Mound issues
4.	Marilyn Lawson, 4808 Schooner Ct	KFMB events
5.	Rob Rawson, 1409 Basil Dr	Election

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

There were announcements from the Mayor or Council members regarding:

- Crime prevention presentation
- Easter holiday
- Public Works kudos
- Holi Festival
- April 8 Eclipse
- Keep Flower Mound Beautiful

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects

3. Organizational Updates

4. Strategy for the 89th Texas Legislative Session

Mr. Childers provided background information on the last legislative session and the possible use of a consultant for the next session.

Brandi Bird, President, Bird Advocacy and Consulting

Ms. Bird gave a presentation identifying or noting:

- background and experience
- 2025 legislative session
- approach, timing

and he or Ms. Bird responded to questions from Council regarding next steps.

There was Council discussion regarding:

- timing (soon as possible)
- interest in having a participative role in the topics
- tax level maintenance
- legislative priorities

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding that a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).
There were no future agenda item request.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all members plan to attend the following meeting dates.

1. April 15 - Regular Meeting
2. April 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 items J. 1-13 as presented in the agenda caption. Chris Drew seconded the motion.

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

NAYS: None

RECUSED: Ann Martin

RESULT: 4 : 0

1. Minutes 3/18 & 3/21 - Consider approval of the minutes from a regular meeting on March 18, 2024, and a work session on March 21, 2024.
2. TIRZ#2 Minutes - 3/18 - Consider approval of the minutes from a TIRZ#2 meeting held on March 18, 2024.
3. Service agreement-PD & FD portable radios - Consider approval of MCA Communications Maintenance Service Agreement for Police and Fire Department portable radios at the amount \$20,553.00, and authorization for the Mayor to execute same on behalf of the Town.
4. Subsurface Utility Engineering-FM 2499 at FM 3040 - Consider approval of Subsurface Utility Engineering Services related to the FM 2499 at FM 3040 Intersection Improvements project, with The Rios Group, in the amount of \$39,600.00.
5. Timber Creek Road Testing PSA - Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, Inc., to provide construction materials engineering and testing, for the Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane) project for an amount not to

exceed \$40,000.00; and authorization for the Mayor to execute same on behalf of the Town.

6. Microsoft Enterprise Agreement Renewal - Consider approval to renew the Town's three-year Enterprise Enrollment Agreement with Microsoft to provide the town with Licensing for Office 365, Servers, SharePoint, Advanced Threat Protection and Desktop Operating Systems, from Software One, in the amount of \$264,184.08.
7. Water System Leak Detection and Condition Assessment - Consider approval of Water System Leak Detection and Condition Assessment services from Pure Technologies US, Inc., through a City of Denton contract (#8181) for an annual estimated amount not to exceed \$150,000.00.
8. Pink Evening Primrose CO #1 & FINAL - Consider approval of Change Order No. 1 & Final for the Pink Evening Primrose Trail Connection (Bridge & Trail from Gaston Park to Timber Trails Park) project, amending the contract with Parkscape Construction, Inc., to provide an increase to the contract in the amount of \$19,612.31.
9. TexPool Representative Form - Consider approval of the Town's authorized representatives form as required by the Texas Local Government Investment Pool (TexPool).
10. NPSOT Seed Library Grant - Consider approval of a resolution authorizing the acceptance of grant funds from the Trinity Forks Native Plant Society of Texas, which will be used to support the Library's Seed Library.

RESOLUTION NO. 05-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TRINITY FORKS NATIVE PLANT SOCIETY OF TEXAS FOR THE PURPOSE OF SUPPORTING THE TOWN OF FLOWER MOUND PUBLIC LIBRARY'S SEED LIBRARY; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

11. TCA Performance Support Grant - Consider approval of a resolution authorizing the acceptance of grant funds from the Texas Commission on the Arts, which will be used to pay a portion of the performance costs for the Town's annual Arts Festival.

RESOLUTION NO. 06-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TEXAS COMMISSION ON THE ARTS FOR THE PURPOSE OF PAYING A PORTION OF THE PERFORMANCE COSTS FOR THE TOWN'S

ANNUAL ARTS FESTIVAL; AUTHORIZING THE PARKS & RECREATION DIRECTOR TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

12. Cybersecurity Grant - Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2025 State and Local Cybersecurity Grant Program; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor, including returning all funding received in the event of loss or misuse of the funds.

RESOLUTION NO. 07-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM FOR THE BENEFIT OF THE TOWN OF FLOWER MOUND FOR FISCAL YEAR 2025; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED, THE TOWN WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

13. Consider approval of a Standard Utility Agreement - Consider approval of a Standard Utility Agreement with TxDOT, for reimbursement in the amount of \$4,969,356.75, on the US 377 Water Line Loop and Relocation Project.

K. 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 indicated below. 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 below-referenced items.

Mayor France announced that the Town Council is convening into a closed meeting at 6:58 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Consultation with Town Attorney.

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

b. Canyon Falls Park

c. Town regulation of public franchise utilities

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

L. RECONVENE

The Town Council reconvened into an open meeting at 7:40 p.m., and no action was taken on the above items.

M. REGULAR ITEM(S)

1. Notice of Intent 2024 CO - Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2024, in the principal amount not to exceed \$7,715,000, for the purpose of paying for waterworks and sewer system improvements.

Ms. Taylor and Michael Martin, Hilltop Securities, provided background information regarding the item, and they responded to questions from Council regarding whether rates going down in June is factored in.

RESOLUTION NO. 04-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

ACTION: Brian Taylor moved to approve M.1. 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

2. SP23-0019 - Take 5 Oil Change - Consider a request for a Site Plan (SP23-0019 – Take 5 Oil Change) to develop an auto repair garage with an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances and a waiver to the Architectural Standards in the Town's Urban Design Plan for roof pitch. The property is generally located south of Justin Road and west of Meadow View. (PZ recommended approval by a vote of 6 to 0 at its March 25, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- site plan
- exception request
- waiver request (roof pitch)
- site photos
- site plan
- landscape plan
- elevations

and she responded to questions from council regarding:

- color compatibility
- signage

Applicant: Rafael Ruiz, Altar Group

Mr. Ruiz responded to questions from Council regarding:

- screening for electrical box
- signage

ACTION: Jim Engel moved to approve M.2. 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

3. MPA23-0008 - Scenic Drive - Public Hearing to consider a request for a Master Plan Amendment (MPA23-0008 - Scenic Drive) to amend Section 7.0, Thoroughfare Plan, to consider three options for the classification of Scenic

Drive and provide feedback on various elements and to consider adopting an ordinance providing for said amendment. (Planning and Zoning Commission recommended approval to change the classification to a Local Residential Collector by a vote of 6 to 0 at its March 25, 2024, meeting. Transportation Commission recommended approval to change the classification to a Local Residential Collector by a vote of 6 to 0 at its March 12, 2024, meeting.)

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

- background information and history
- local residential estate; local residential collector; rural collector modified; rural collector
- current thoroughfare plan, including Scenic Dr
- comparison of options
- existing Scenic Drive
- additional feedback items
- trails and bikeways plan
- proposed Smith Tract
- traffic impact analysis
- existing equestrian use
- existing pavement widths
- crash data and sign replacement
- speeding
- bike and trail user types
- potential trees affected
- minimum standards
- property owner feedback
- recommendation from TRC and P & Z
- proposed thoroughfare plan change
- recommendation

and they, Ms. Murphy, or Mr. Dalton responded to questions from Council regarding:

- purpose of 13 foot lanes
- lane width
- speeding
- trees affected (best assumptions)
- trail options or opportunities
- roads that are feeding into the connection
- future Smith Tract road impact
- right of way reduction impact
- impact on the Circle R Ranch
- equestrian trail
- adjacency to Town Lake development
- 1171 as an exit for the Smith Tract

Mayor France opened the public hearing at 8:40 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.			Steve Dixon, 4604 Wisdom Creek Ct
2.			Bronze Peterson, 5104 Saddle Dr with donated time from: Brandy Peterson, 5104 Seville Brock Peterson, 38 Stonehenge, Bentonville Cara Peterson, 5104 Saddle Dr Rebecca Peterson, 38 Stonehenge Dr, Bentonville Leslie Peterson, 5104 Seville Dr <i>Administrative Note: 9 total minutes were allotted</i>

** Indicates person did not wish to speak*

Mayor France closed the public hearing at 8:54 p.m.

Council Discussion

There was Council discussion regarding:

- modified rural collector option
- trail options
- minimum amount of pavement and impact to the environment
- interest in planting trees or other landscaping elements to replace any that are removed and to the extent possible
- interest in contacting all parties involved when moving forward

ORDINANCE NO. 12-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SECTION 7.0, "THOROUGHFARE PLAN," BY CREATING A NEW CLASSIFICATION OF LOCAL RESIDENTIAL COLLECTOR AND BY CHANGING THE DESIGNATION OF SCENIC DRIVE FROM WICHITA TRAIL

TO WALSINGHAM DRIVE, TO A LOCAL RESIDENTIAL COLLECTOR;
PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL
ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN
EFFECTIVE DATE.

ACTION: Jim Engel moved to approve M.3. as presented in the
agenda caption, with the local residential collector, and an 8
foot trail along the east-west portion. Chris Drew seconded
the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

4. LDR24-0001 - Land Use Update - Public Hearing to consider an ordinance amending the Town's Land Development Regulations (LDR24-0001 - Land Use Update) by amending Chapter 82 "Development Standards," Chapter 86 "Signs," Chapter 98 "Zoning," and Appendix A "Fees," related to new regulated uses, definitions, development standards, and fees for the purpose of clarifying and updating certain sections to reflect current planning practices and State laws. (PZ recommended approval by a vote of 6 to 0 at its March 25, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- previous discussions
- general overview (Chapters 82, 86, 98, fee schedule)
- chapter 82 - development standards
- chapter 86 - signs
- chapter 98 - zoning
- additional updates

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

- impact on sign regulations for existing businesses
- for school signs (changeable electronic signs), the possibility of turning off at 9 p.m. versus 10 p.m.
- environmental hazards related to dry cleaners
- CBD store regulations
- model home permitting, including the terminology of "early release"
- setbacks
- lighting standards, including the possibility of making the proposed lower lighting change for additional sections of town instead of just the Cross Timbers Conservation District

Mayor France opened the public hearing at 10:03 p.m. No one spoke. Mayor France closed the public hearing at 10:03 p.m.

ORDINANCE NO. 13-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 82, "DEVELOPMENT STANDARDS," CHAPTER 86, "SIGNS," CHAPTER 98, "ZONING," AND APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING REGULATED USES, DEFINITIONS, DEVELOPMENT STANDARDS, ILLUSTRATIONS, AND FEES FOR THE PURPOSE OF CLARIFYING AND UPDATING CERTAIN SECTIONS TO REFLECT CURRENT PLANNING PRACTICES AND STATE LAW; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION:	Adam Schiestel moved to approve M.4. as presented with the following modifications: updated hours of operation to 9pm for changeable signs facing residential and Section 98-1027 adopting modified language for setbacks as proposed. Chris Drew seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

N. 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, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

No discussion.

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.

O. ADJOURN

Mayor France adjourned the meeting at 10:04 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: April 15, 2024
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of Amendment No. 3 to the fiscal year 2023-2024 Capital Improvement Program**

BACKGROUND: The proposed CIP Amendment No. 3, for FY 2023-24 will increase the currently adopted General Fund expenditures from \$23,988,659 to \$32,039,294 and will increase the currently adopted Utility Fund budget expenditures from \$14,253,000 to \$19,392,357.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT:

General Fund: \$8,050,635

Utility Fund: \$5,139,357

FY 2023-2024:

General Capital Projects: \$32,039,294

Utility Capital Projects: \$19,392,357

Five Year CIP:

General Capital Projects: \$291,107,850

Utility Capital Projects: \$229,471,690

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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

Project Modification Listing

Attachment 3

FY 2023-2024 - CIP Amendment 3

April 15, 2024

**General Fund
Street Projects**

	Description	FY 23-24	5 Yr CIP
Scenic Road (Walsingham Drive to FM 1171)	Additional funding required due to increased cost in land acquisition. Increase FY 23-24 by 425,635 from streets CO's project savings (\$153,653), streets CO fund interest (\$130,035), and general capital fund project savings (\$141,947).	\$425,635	\$425,635
Denton Creek Boulevard Bridge (Graham Branch Crossing)	Additional funding required due to an increase in the total estimated project cost. Increase FY 23-24 by \$5,000,000 from interlocal fund proceeds from Denton County.	\$5,000,000	\$5,000,000
Total Streets Impact		\$5,425,635	\$5,425,635

Street Reconstruction Projects

	Description	FY 23-24	5 Yr CIP
Bordeaux Way Reconstruction	The condition of the roadway pavement is more deteriorated than anticipated. The repair areas were increased substantially which increased construction cost. Increase FY 23-24 by \$550,000 from street maintenance dedicated sales tax.	\$550,000	\$550,000
Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	Additional funding required due to there being more panels to be replaced than previously expected. Increase FY 23-24 by \$1,400,000 from street maintenance dedicated sales tax.	\$1,400,000	\$1,400,000
Total Street Reconstruction Impact		\$1,950,000	\$1,950,000

Parks Projects

	Description	FY 23-24	5 Yr CIP
Peters Colony Memorial Park	Additional funding required due to increased material and installation costs. Increase FY 23-24 by \$675,000 from park development proceeds.	\$675,000	\$675,000
Total Parks Impact		\$675,000	\$675,000
Total General Fund Impact		\$8,050,635	\$8,050,635

Utility Funds

Water Projects

	Description	FY 23-24	5 Yr CIP
Forest Vista AC Water Line Decommisioning	Additional funding required for easement acquisition, testing and construction cost. Increase FY 23-24 by \$170,000 from project savings (131,701) and interest income (\$38,299).	\$170,000	\$170,000
US 377 at FM 1171 Water Line Loop/Relocation	Reimbursement funding from TXDOT standard utility agreement will be used instead of utility bond funds previously allocated to this project. Utility bond funds will be re-allocated to project savings to be utilized on future utility projects. Increase FY 23-24 by \$4,969,357 from TXDOT funding.	\$4,969,357	\$4,969,357
Total Water Impact		\$5,139,357	\$5,139,357
Total Utility Fund Impact		\$5,139,357	\$5,139,357

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	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
OLD	Denton Creek Boulevard Bridge (Graham Branch crossing) **	7,057,000	-	-	-	-	-	-	7,057,000	7,057,000	0,1,2	-	-	-	-	-	-	-
NEW	Denton Creek Boulevard Bridge (Graham Branch crossing) **	7,057,000	5,000,000						12,057,000	12,057,000	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
OLD	Scenic Road (Walsingham Drive to FM 1171)	-	400,000	2,000,000	-	-	-	-	2,400,000	-	-	2,400,000	400,000	2,000,000	-	-	-	-
NEW	Scenic Road (Walsingham Drive to FM 1171)		825,635	2,000,000					2,825,635	425,635	2		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	-
	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	-	-	-
OLD	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
NEW	SUBTOTAL	\$ 27,988,414	\$ 16,090,635	\$ 17,668,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 111,265,337	\$ 174,182,386	\$ 112,354,408		\$ 1,433,000	\$ 60,394,978	\$ 400,000	\$ 4,690,000	\$ 390,000	\$ 390,000	\$ 390,000

*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 3
4/15/2024

	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	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	1,2,4	-	-	-	-	-	-	-
	SUBTOTAL	\$ 4,367,500	\$ 578,500	\$ 778,500	\$ 1,878,500	\$ 749,000	\$ 690,000	\$ 6,100,000	\$ 15,142,000	\$ 9,121,000		\$ 625,000	\$ 5,396,000	\$ -	\$ 278,500	\$ 1,578,500	\$ 249,000	\$ 190,000

*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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 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	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
	Amhearth 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	-	-	-	-	-	-	-
OLD	Bordeaux Way Reconstruction	-	950,000	-	-	-	-	-	950,000	950,000	8	-	-	-	-	-	-	-
NEW	Bordeaux Way Reconstruction		1,500,000	-	-	-	-	-	1,500,000	1,500,000	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	-	-	-	-	-	-	-
OLD	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
NEW	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	1,000,000	1,400,000	-	-	-	-	-	2,400,000	2,400,000	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	-	-	-	-	-	-	-
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	\$ 9,390,000	\$ 7,750,000	\$ 4,625,000	\$ 4,530,000	\$ 4,700,000	\$ 4,830,000	\$ 38,995,000	\$ 38,995,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
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 - 2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	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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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	PARK PROJECTS	PRIOR FISCAL YEARS	2023-	2024-	2025-	2026-	2027-	2028-	TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	2023-	2024-	2025-	2026-	2027-	2028-
			2024	2025	2026	2027	2028	2033					2024	2025	2026	2027	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 electicity, new grills, trash receptacles, picnic tables **	450,000	82,000	-	-	-	-	-	532,000	532,000	8	-	-	-	-	-	-	-
	Gerault Park - Retrofit Ballfield and area lighting to LED	-	-	1,200,000	-	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	460,000	-	-	-	-	-	-	460,000	460,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Master Plan	-	60,000	-	-	-	-	-	60,000	60,000	8	-	-	-	-	-	-	-
	Oakbridge Development	-	-	-	50,000	120,000	1,200,000	-	1,370,000	1,370,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	785,000	75,000	75,000	75,000	75,000	75,000	-	1,160,000	1,160,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	50,000	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-
	Parks and Recreation Master Plan	-	-	-	300,000	-	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-
OLD	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	7	-	-	-	-	-	-	-
NEW	Peters Colony Memorial Park	3,705,000	675,000	-	-	-	-	-	4,380,000	4,380,000	1,6,7	-	-	-	-	-	-	-
	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	\$ 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	\$ -	\$ -
NEW	SUBTOTAL	\$ 10,628,811	\$ 5,080,159	\$ 4,375,000	\$ 15,195,000	\$ 10,695,000	\$ 2,890,000	\$ -	\$ 48,863,970	\$ 35,913,970		\$ -	\$ 12,950,000	\$ -	\$ 950,000	\$ 12,000,000	\$ -	\$ -
OLD	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
NEW	GRAND TOTAL GENERAL FUND	\$ 48,168,219	\$ 32,039,294	\$ 30,571,500	\$ 22,088,500	\$ 17,365,000	\$ 18,680,000	\$ 122,195,337	\$ 291,107,850	\$ 199,297,872		\$ 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
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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
OLD	Forest Vista AC Water Line Decommissioning	105,000	-	-	-	-	-	-	105,000	105,000	2	-	-	-	-	-	-	-	-
NEW	Forest Vista AC Water Line Decommissioning	105,000	170,000	-	-	-	-	-	275,000	275,000	2	-	-	-	-	-	-	-	-
	High Road Water Line Replacement Phase II	4,030,000	-	-	-	-	-	-	4,030,000	830,000	2	3,200,000	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-	-
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	500,000	-	-	-	-	1,260,000	-	1,760,000	500,000	0,2	-	1,260,000	-	-	-	-	-	1,260,000
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	660,000	-	8,400,000	-	-	1,500,000	1,500,000	12,060,000	660,000	0	-	11,400,000	-	8,400,000	-	-	1,500,000	1,500,000
	Lakeside Water Reuse - Reuse Waterlines	340,000	-	3,800,000	-	-	2,000,000	12,450,000	18,590,000	340,000	0	-	18,250,000	-	3,800,000	-	-	2,000,000	12,450,000
	Lighthouse Booster Station Demolition	-	200,000	-	-	-	-	-	200,000	200,000	2	-	-	-	-	-	-	-	-
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	-	4,010,000
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	720,000	-	-	720,000	100,000	0	-	620,000	-	-	-	620,000	-	-
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	7,435,000	-	-	-	-	-	-	7,435,000	5,157,000	0,1,2	2,278,000	-	-	-	-	-	-	-
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	-
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	-	1,710,000	-	-
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	-	410,000
	Red Oak Lane Water Line Replacement	-	2,110,000	-	-	-	-	-	2,110,000	2,110,000	2	-	-	-	-	-	-	-	-
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0,7	-	-	-	-	-	-	-	-
	River Oaks Drive Water Line	-	-	-	-	1,290,000	-	-	1,290,000	-	-	-	1,290,000	-	-	-	1,290,000	-	-
	Royal Oaks Water Line Replacement Phase I	1,480,000	-	-	-	-	-	-	1,480,000	100,000	2	1,380,000	-	-	-	-	-	-	-
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	-	1,230,000
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	-	790,000	-	-	-	-	-	790,000
	Stonehill Pump Station Motor Replacement	-	2,960,000	-	-	-	-	-	2,960,000	-	-	-	2,960,000	2,960,000	-	-	-	-	-
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	-	420,000
	Timber Creek Water Line Replacement Phase I	1,804,000	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
OLD	US 377 at FM 1171 Water Line Loop/Relocation	7,500,000	-	-	-	-	-	-	7,500,000	2,610,000	0,2	4,890,000	-	-	-	-	-	-	-
NEW	US 377 at FM 1171 Water Line Loop/Relocation	2,530,643	4,969,357	-	-	-	-	-	7,500,000	7,500,000	0,2,1	-	-	-	-	-	-	-	-
	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	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	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	\$ 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
NEW	SUBTOTAL	\$ 26,767,548	\$ 10,990,857	\$ 14,056,500	\$ 11,191,500	\$ 7,046,500	\$ 4,106,500	\$ 76,545,000	\$ 150,704,405	\$ 29,474,305		\$ 12,048,000	\$ 109,182,100	\$ 2,960,000	\$ 13,400,000	\$ 7,722,100	\$ 5,530,000	\$ 4,000,000	\$ 75,570,000

*General Obligation Bonds
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- 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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	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
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 - 1. Grant and Interlocal Funds
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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	-	-	-	-	-	-
	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 (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	90,000	-
	Southside Force Main Extension	-	-	-	-	2,500,000	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	-	1,000,000	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	-	3,900,000	-	3,900,000	1,000,000	0.3.5	-	2,900,000	-	-	-	-	2,900,000	-
	Southside Pump Upgrade	90,000	-	-	-	590,000	-	-	680,000	390,000	0.5	-	290,000	-	-	-	290,000	-	-
	Spring Meadow Lane Sewer Line Replacement	1,635,000	-	-	-	-	-	-	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 Morris Road)	-	-	1,500,000	-	-	-	-	1,500,000	-	-	-	1,500,000	-	1,500,000	-	-	-	-
	Upper Timber Interceptor (Morris 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
OLD	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
NEW	GRAND TOTAL UTILITY FUND	\$ 48,322,333	\$ 19,392,357	\$ 22,623,000	\$ 19,723,000	\$ 15,673,000	\$ 13,193,000	\$ 90,545,000	\$ 229,471,690	\$ 52,981,590	\$ -	\$ 21,088,000	\$ 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
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 - 6. Park Development Fund
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	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	-
	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	5,000,000						12,057,000	12,057,000	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	-
	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)		825,635	2,000,000					2,825,635	425,635	2		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	-
	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	-	-	-
NEW	SUBTOTAL	\$ 27,988,414	\$ 16,090,635	\$ 17,668,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 111,265,337	\$ 174,182,386	\$ 112,354,408		\$ 1,433,000	\$ 60,394,978	\$ 400,000	\$ 4,690,000	\$ 390,000	\$ 390,000	\$ 54,134,978

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	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	-	-	-	-	-	-	-
	Morriess 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	1,2,4	-	-	-	-	-	-	-
	SUBTOTAL	\$ 4,367,500	\$ 578,500	\$ 778,500	\$ 1,878,500	\$ 749,000	\$ 690,000	\$ 6,100,000	\$ 15,142,000	\$ 9,121,000		\$ 625,000	\$ 5,396,000	\$ -	\$ 278,500	\$ 1,578,500	\$ 249,000	\$ 190,000 \$ 3,100,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	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
	Amhearth 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		1,500,000	-	-	-	-	-	1,500,000	1,500,000	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	1,400,000	-	-	-	-	-	2,400,000	2,400,000	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	-	-	-	-	-	-	-
NEW	SUBTOTAL	\$ 3,170,000	\$ 9,390,000	\$ 7,750,000	\$ 4,625,000	\$ 4,530,000	\$ 4,700,000	\$ 4,830,000	\$ 38,995,000	\$ 38,995,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	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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TOWN OF FLOWER MOUND
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FY 2023-2024 AMENDMENT 3
4/15/2024

	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 electicity, new grills, trash receptacles, picnic tables **	450,000	82,000	-	-	-	-	-	532,000	532,000	8	-	-	-	-	-	-	-	
	Gerault Park - Retrofit Ballfield and area lighting to LED	-	-	1,200,000	-	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	
	Glenwick Park - Restroom Addition	460,000	-	-	-	-	-	-	460,000	460,000	8	-	-	-	-	-	-	-	
	Individual Park Improvements (Bluebonnet) **	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Leonard & Helen Johns Master Plan	-	60,000	-	-	-	-	-	60,000	60,000	8	-	-	-	-	-	-	-	
	Oakbridge Development	-	-	-	50,000	120,000	1,200,000	-	1,370,000	1,370,000	8	-	-	-	-	-	-	-	
	Park and Trail Amenities	785,000	75,000	75,000	75,000	75,000	75,000	-	1,160,000	1,160,000	6,8	-	-	-	-	-	-	-	
	Parker Square Park - Lifecycle replacement of amenities	-	-	50,000	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	
	Parks and Recreation Master Plan	-	-	-	300,000	-	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-	
	Peters Colony Memorial Park	3,705,000	675,000	-	-	-	-	-	4,380,000	4,380,000	1,6,7	-	-	-	-	-	-	-	
	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	\$ 10,628,811	\$ 5,080,159	\$ 4,375,000	\$ 15,195,000	\$ 10,695,000	\$ 2,890,000	\$ -	\$ 48,863,970	\$ 35,913,970	\$ -	\$ 12,950,000	\$ -	\$ 950,000	\$ 12,000,000	\$ -	\$ -	\$ -	
	GRAND TOTAL GENERAL FUND	\$ 48,168,219	\$ 32,039,294	\$ 30,571,500	\$ 22,088,500	\$ 17,365,000	\$ 18,680,000	\$ 122,195,337	\$ 291,107,850	\$ 199,297,872		\$ 2,058,000	\$ 89,751,978	\$ 400,000	\$ 5,918,500	\$ 13,968,500	\$ 1,640,000	\$ 10,590,000	\$ 57,234,978

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 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 3
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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	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	450,000	0	-	2,160,000	-	-	-	-	-	2,160,000
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	-	7,900,000	300,000	0	-	7,600,000	-	-	-	-	-	7,600,000
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	-	-	-	-	-	19,540,000	650,000	0	-	19,540,000	-	-	-	-	-	19,540,000
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	-	6,400,000	290,000	0	-	6,110,000	-	-	-	-	-	6,110,000
	Forest Vista AC Water Line Decommissioning	105,000	170,000	-	-	-	-	-	275,000	275,000	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	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	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	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	-	-	-	-	-	-	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	-	1,230,000
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	-	5,460,000	250,000	0	-	5,210,000	-	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	-	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	-	-	-	-	-	-	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	-	3,275,000
	US 377 at FM 1171 Water Line Loop/Relocation	2,530,643	4,969,357	-	-	-	-	-	7,500,000	7,500,000	0,2,1	-	-	-	-	-	-	-	-
	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	-	-
	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	200,000	0	-	4,650,000	-	-	-	-	-	4,650,000
	West Side Water Lines (South)	-	-	-	-	-	-	-	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	\$ 26,767,548	\$ 10,990,857	\$ 14,056,500	\$ 11,191,500	\$ 7,046,500	\$ 4,106,500	\$ 76,545,000	\$ 150,704,405	\$ 29,474,305		\$ 12,048,000	\$ 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
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 3
4/15/2024

	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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TOWN OF FLOWER MOUND
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FY 2023-2024 AMENDMENT 3
4/15/2024

	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 (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	90,000	-
	Southside Force Main Extension	-	-	-	-	2,500,000	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	-	1,000,000	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	-	3,900,000	-	3,900,000	1,000,000	0.3.5	-	2,900,000	-	-	-	-	2,900,000	-
	Southside Pump Upgrade	90,000	-	-	-	590,000	-	-	680,000	390,000	0.5	-	290,000	-	-	-	290,000	-	-
	Spring Meadow Lane Sewer Line Replacement	1,635,000	-	-	-	-	-	-	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 Morris Road)	-	-	1,500,000	-	-	-	-	1,500,000	-	-	-	1,500,000	-	1,500,000	-	-	-	-
	Upper Timber Interceptor (Morris 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	\$ 48,322,333	\$ 19,392,357	\$ 22,623,000	\$ 19,723,000	\$ 15,673,000	\$ 13,193,000	\$ 90,545,000	\$ 229,471,690	\$ 52,981,590	\$ -	\$ 21,088,000	\$ 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 L.3. CONSENT ITEM(S)

DATE: April 15, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the award of Bid No. 2024-73-B, a best value bid, for the purchase of one 2025 Freightliner SD114 Hydro Excavator from Dogget Freightliner of South Texas, LLC. in the total amount of \$523,934.**

BACKGROUND: The Public Works Department (Drainage and Right of Way Division) is requesting the purchase of a 2025 Freightliner SD114 Hydro Excavator Truck with an 11-cubic-yard tank. This purchase is a new addition to the Town's Fleet inventory approved via a Fiscal Year 23-24 Decision Package and approved in the Fiscal Year 23-24 budget.

The purpose of this equipment is to clean and maintain storm drain structures throughout the Town. The benefits of having a Vac-Con equipment will help keep the Town's storm drainage infrastructure well maintained and compliant with Town's MS4 permitting.

Funds from the American Rescue Plan Act (ARPA) will be used to purchase this equipment. As a result, this purchase went through a sealed best value bid process. This is a procurement method in which bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the best value. This bid is being recommended for award based on a set of criteria as noted in the Solicitation Documents with the highest percentage being price.

On February 27, 2024, bids were received for a Hydro Excavator Truck for the Drainage and Right-of-Way Division of Public Works. The Town received three responsive bidders. The Public Works Department is requesting the purchase of a 2025 Freightliner SD114 Hydro Excavator Truck. The unit will be purchased from Dogget Freightliner of South Texas, LLC. in the total amount of \$523,934. This request is in accordance with the Fleet Department's recommendation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve would limit the amount of storm drainage structures the division could maintain.

FISCAL IMPACT: \$523,934

Proposed Expenditure/(Revenue)
\$523,934 (American Rescue Plan Act)

Account Number(s):
37858800000-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation_Hydro_J3

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



Bid Award Recommendation

Date: 4/4/2024 – ARPA Grant

Description: **Proposal 2024-73-B – RFP for Hydro Excavator Truck – Drainage & ROW**

Qty.: 1

Replaces: None – New Fleet Addition – Public Works/Drainage & ROW

Bidder: Doggett Freightliner of South Texas, Drew Neubauer

Item: New Hydro Excavator Truck as per Town of Flower Mound Specifications presented in proposal 2024-73-B. The Town received 3 responses to this RFP. Patterson Equipment, Premier Truck Group, and Doggett Freightliner. Fleet Services Manager Billy Sterner, Public Works Director Clay Riggs, and Assistant Public Works Director Manny Palacios reviewed all three proposals and unanimously agreed that the Doggett Freightliner proposal provided the best value to the Town of Flower Mound.

Total Cost of Vehicles, Equipment & Installation:

\$523,933.75

It is Fleet Services recommendation to award the bid to **Doggett Freightliner** in the amount of **\$523,933.75**.

Fleet Services Manager

4/4/2024

Date



Example Image of 2025 Freightliner SD114 Hydro Excavator



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

DATE: April 15, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the award of Bid No. 2024-72-B, a best value bid, for the purchase of one 2024 Freightliner 108SD Hydro Excavator from Dogget Freightliner of South Texas, LLC. in the total amount of \$400,000.**

BACKGROUND: The Public Works Department (Utility Line Maintenance Division) is requesting the purchase of a 2024 Freightliner 108SD Hydro Excavator Truck with a 3.5-cubic-yard tank. This purchase is a new addition to the Town's Fleet inventory approved via Fiscal Year 23-24 Decision Package and approved in the Fiscal Year 23-24 budget.

The purpose of this equipment will allow water crews to excavate to water main leaks more efficiently. The use of a hydro excavator also reduces the risk of damage to underground utilities, leading to safer and more reliable repairs.

Funds from the American Rescue Plan Act (ARPA) will be used to purchase this equipment. As a result, this purchase went through a sealed best value bid process. This is a procurement method in which bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the best value. This bid is being recommended for award based on a set of criteria as noted in the Solicitation Documents with the highest percentage being price.

On February 27, 2024, bids were received for a Hydro Excavator Truck for the Utility Line Maintenance Division. The Town received two responsive bidders. The Public Works Department is requesting the purchase of a 2024 Freightliner 108SD Hydro Excavator Truck. The unit will be purchased from Dogget Freightliner of South Texas, LLC. in the total amount of \$400,000. This request is in accordance with the Fleet Department's recommendation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Not purchasing this equipment would extend the division's utility repair backlog further.

FISCAL IMPACT: \$400,000

Proposed Expenditure/(Revenue)
\$400, 000 (American Rescue Plan Act)

Account Number(s):
378-588-00000-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation_ Hydro-Excavator_J4

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



Bid Award Recommendation

Date: 4/4/2024 – ARPA Grant

Description: **Proposal 2024-72-B – RFP for Hydro Excavator Truck – ULM**

Qty.: 1

Replaces: None – New Fleet Addition – Public Works/ULM

Bidder: Doggett Freightliner of South Texas, Drew Neubauer

Item: New Hydro Excavator Truck as per Town of Flower Mound Specifications presented in proposal 2024-72-B. The Town received 2 responses to this RFP. Patterson Equipment and Doggett Freightliner. Fleet Services Manager Billy Sterner, Public Works Director Clay Riggs, and Assistant Public Works Director Manny Palacios reviewed both proposals and unanimously agreed that the Doggett Freightliner proposal provided the best value to the Town of Flower Mound.

Total Cost of Vehicles, Equipment & Installation:

\$400,000.00

It is Fleet Services recommendation to award the bid to **Doggett Freightliner** in the amount of **\$400,000.00**.

Fleet Services Manager

4/4/2024

Date



Example Image of 2024 Freightliner 108SD Hydro Excavator



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

DATE: April 15, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the Timber Creek Road Panel Replacement project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$780,006.00.**

BACKGROUND: On August 21, 2023, the Town Council approved the annual unit bid contract No. 2023-56-A for Concrete and Drainage Improvement Services to Apex Concrete Construction, F&F Concrete, and Quick Set Concrete. This contract allows for various construction activities related to pavement and drainage improvements and sets unit bid prices for these services.

Staff would like to utilize this contract for the CIP Timber Creek Road Panel Replacement Project. The project includes replacing multiple deteriorating concrete panels along Timber Creek Road from Lamar Middle School to Colony Street. Apex Concrete Construction has an excellent history with the Town for concrete road construction and is available for this project. Town staff have verified Apex's project cost estimate based on contract 2023-56-A Concrete and Drainage Improvement Service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve would limit the number of concrete panels to be replaced and lead to faster deterioration of roadway.

FISCAL IMPACT: \$780,006.00.

Proposed Expenditure/(Revenue)
\$780,006.00.

Account Number(s):
316-560-78047-6160

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Est_943_from_Apex_Concrete_Construction_Inc_56496

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

Apex Concrete Construction Inc

Grapevine, TX 76099

817-454-1995

Fax 817-337-8958

Estimate

Date	Estimate #
3/28/2024	943

Name / Address
Town of Flower Mound Public Works Attn: Keith Gabbard

Ship To
Timber Creek Road Pricing per RFB No.2023-56-A

				Project
Qty	Item	Description	Rate	Total
		5204 Timber Creek		
320	demo	Item # 30 Cut and Remove 6" Concrete Pavement	49.50	15,840.00
61	demo	Item # 45 Cut and Remove 24" Integral Curb and Gutter	8.50	518.50
60	excavation	Item # 85 Unclassified Excavation	65.00	3,900.00
60	road base	Item # 83 Install and Compact Type I Flex Base 8"	65.00	3,900.00
320	misc	Item # 75 Install Geofric Tensar NX 750	10.25	3,280.00
320	concrete	Item # 36 Place 6" Reinforced Concrete Pavement (4000 PSI)	97.00	31,040.00
120	curb & gutter	Item # 44 Install 6" Reinforced Integral Curb	47.00	5,640.00
		5001 Timber Creek		
672	demo	Item # 30 Cut and Remove 6" Concrete Pavement	49.50	33,264.00
283	demo	Item # 45 Cut and Remove 24" Integral Curb and Gutter	8.50	2,405.50
150	excavation	Item # 85 Unclassified Excavation	65.00	9,750.00
150	road base	Item # 83 Install and Compact Type I Flex Base 8"	65.00	9,750.00
672	misc	Item # 75 Install Geofric Tensar NX 750	10.25	6,888.00
672	concrete	Item # 36 Place 6" Reinforced Concrete Pavement (4000 PSI)	97.00	65,184.00
283	curb & gutter	Item # 44 Install 6" Reinforced Integral Curb	47.00	13,301.00
		5305 Timber Creek (Both Sides)		
177	demo	Item # 30 Cut and Remove 6" Concrete Pavement	49.50	8,761.50
80	demo	Item # 45 Cut and Remove 24" Integral Curb and Gutter	8.50	680.00
40	excavation	Item # 85 Unclassified Excavation	65.00	2,600.00
40	road base	Item # 83 Install and Compact Type I Flex Base 8"	65.00	2,600.00
177	misc	Item # 75 Install Geofric Tensar NX 750	10.25	1,814.25
177	concrete	Item # 36 Place 6" Reinforced Concrete Pavement (4000 PSI)	97.00	17,169.00
80	curb & gutter	Item # 44 Install 6" Reinforced Integral Curb	47.00	3,760.00
		5317 Timber Creek (West Side)		
351	demo	Item # 30 Cut and Remove 6" Concrete Pavement	49.50	17,374.50
158	demo	Item # 45 Cut and Remove 24" Integral Curb and Gutter	8.50	1,343.00
78	excavation	Item #85 Unclassified Excavation	65.00	5,070.00
78	road base	Item # 83 Install and Compact Type I Flex Base 8"	65.00	5,070.00
351	misc	Item # 75 Install Geofric Tensar NX 750	10.25	3,597.75
Total				

Apex Concrete Construction Inc

Grapevine, TX 76099

817-454-1995

Fax 817-337-8958

Estimate

Date	Estimate #
3/28/2024	943

Name / Address
Town of Flower Mound Public Works Attn: Keith Gabbard

Ship To
Timber Creek Road Pricing per RFB No.2023-56-A

				Project
Qty	Item	Description	Rate	Total
351	concrete	Item # 36 Place 6" Reinforced Concrete Pavement (4000 PSI)	97.00	34,047.00
158	curb & gutter	Item # 44 Install 6" Reinforced Integral Curb	47.00	7,426.00
		Timber Creek North of Homestead (Both Sides)		
1,973	demo	Item # 30 Cut and Remove 6" Concrete Pavement	49.50	97,663.50
888	demo	Item # 45 Cut and Remove 24" Integral Curb and Gutter	8.50	7,548.00
428	excavation	Item # 85 Unclassified Excavation	65.00	27,820.00
428	road base	Item # 83 Install and Compact Type I Flex Base 8"	65.00	27,820.00
1,973	misc	Item # 75 Install Geofric Tensar NX 750	10.25	20,223.25
1,973	concrete	Item # 36 Place 6" Reinforced Concrete Pavement (4000 PSI)	97.00	191,381.00
888	curb & gutter	Item # 44 Install 6" Reinforced Integral Curb	47.00	41,736.00
		5320 Timber Creek (East Side)		
257	demo	Item # 30 Cut and Remove 6" Concrete Pavement	49.50	12,721.50
41	demo	Item # 45 Cut and Remove 24" Integral Curb and Gutter	8.50	348.50
56	excavation	Item # 85 Unclassified Excavation	65.00	3,640.00
56	road base	Item # 83 Install and Compact Type I Flex Base 8"	65.00	3,640.00
257	misc	Item # 75 Install Geofric Tensar NX 750	10.25	2,634.25
257	concrete	Item # 36 Place 6" Reinforced Concrete Pavement (4000 PSI)	97.00	24,929.00
41	curb & gutter	Item # 44 Install 6" Reinforced Integral Curb	47.00	1,927.00
		Pricing per RFB No.2023-56-A		
			Total	\$780,006.00



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

DATE: April 15, 2024
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of a new picnic pavilion, associated site amenities, and repair of playground surfacing for the Spring Meadow Park Improvements project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$88,046.00**

BACKGROUND: The Community Development Corporation and Town Council approved the Spring Meadows Park Improvements in the Fiscal Year 2023-2024 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. This purchase will provide for the delivery and installation of a new metal picnic pavilion structure as well as the purchase and installation of new picnic tables and trash receptacles. The concrete pad and footings for the pavilion will be purchased through a separate contract.

In addition, the purchase will cover the repair of the existing top layer of the poured-in-place rubber safety surfacing on the park playground. The existing top layer is over 6 years old and has begun to wear through in high traffic areas. Park Services crews have made multiple repairs, but a new toplayer is warranted at this time and will help to extend the life of the playground surface system.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$88,046.00

Proposed Expenditure/(Revenue)
\$88,046.00

Account Number(s):
317-110-90840-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buy Board Quote from Childs Play Inc.
2. Pavilion Drawing
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

Spring Meadow Park
4001 Spring Meadow Lane
Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
23-2153	11/29/2023	05/31/2024

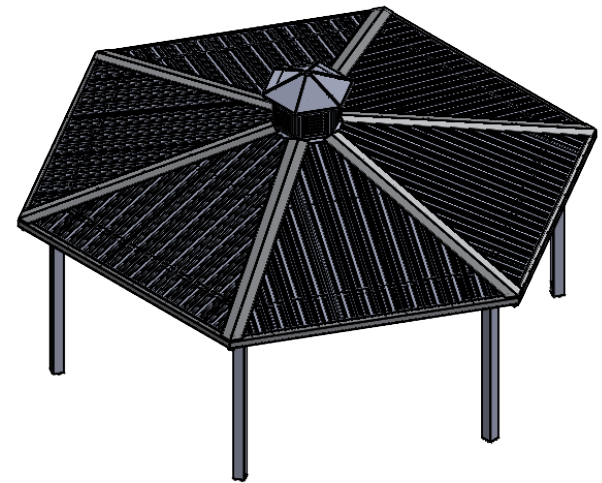
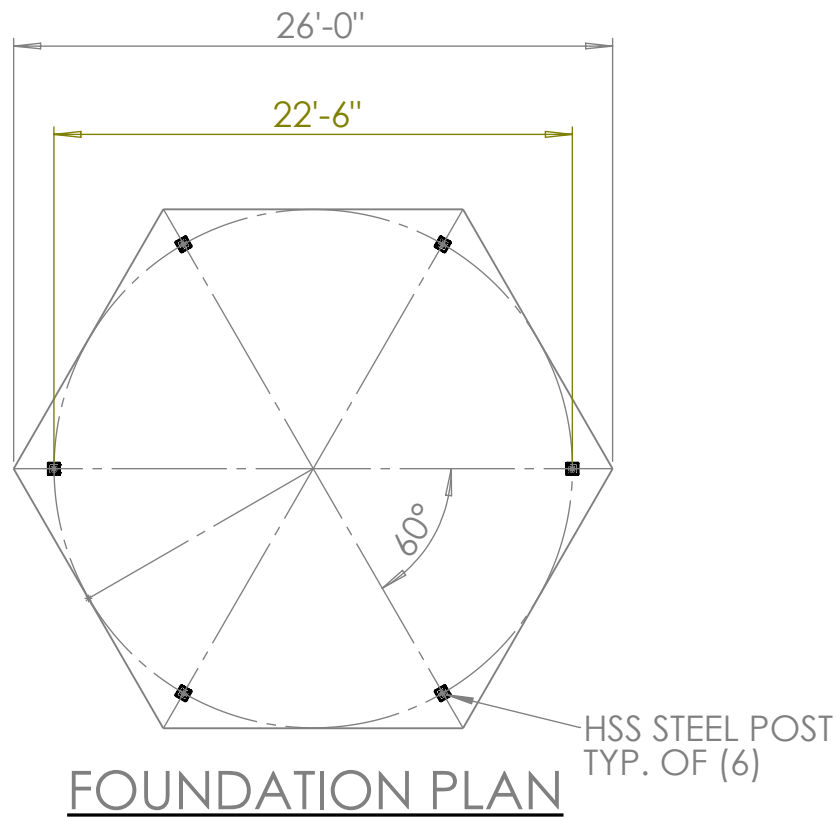
SALES REP
KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
UPP238-P6 6' Extra Heavy Duty Table, Perforated	1	1,358.00	1,358.00T
UPP238H-P8 8' Double Sided Extra Heavy Duty ADA Table, Perforated	1	1,458.00	1,458.00T
UPTW-55 55 Gallon Trash Receptacle, Wave Pattern, Thermoplastic Coating, Rain Bonnet Top w/8" Opening, Liner & Cable	2	614.00	1,228.00T
Freight Freight	1	1,160.00	1,160.00T
Installation Installation of Site Amenities Above	1	900.00	900.00
AMSHELTER 26' Apache 6-Sided Shelter, 6x6 Posts, 4' Cupola with Louvers, Frame Color=Standard, Premium Zinc Finish; Galvalume Roof, 8' Eave Height, Roof Pitch 4:12	1	38,630.00	38,630.00T
Freight Freight	1	3,200.00	3,200.00T
InstallSC Shelter Pier Drilling, Re-Bar Cages, Concrete, Dirt Haul Off & Installation of Shelter	1	23,320.00	23,320.00
Concrete Concrete Footing Credit	1	-2,700.00	-2,700.00T
Engineered Drawings Unsealed Engineered Drawings	1	550.00	550.00T
PIP Rubber 1/2" Top Coat over Existing Poured-In-Place Rubber Surfacing - 50% Color/50% Black	2,100	9.02	18,942.00T
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	0.00	0.00T

SUBTOTAL	88,046.00
TAX (0%)	0.00
TOTAL	\$88,046.00

DOCUMENT NOT FOR CONSTRUCTION:

- A FOUNDATION DESIGN HAS NOT BEEN PERFORMED BY AMERICANA OUTDOORS
- A LICENSED ENGINEER FAMILIAR WITH SOIL CONDITIONS AT CONSTRUCTION SITE MUST PERFORM A FOUNDATION DESIGN



TITLE

26'-0"
APACHE SHELTER

SIZE

A

DATE

12/6/2023

DWG NO

112208

REV

SCALE:

AS NOTED

DRAWN: DK

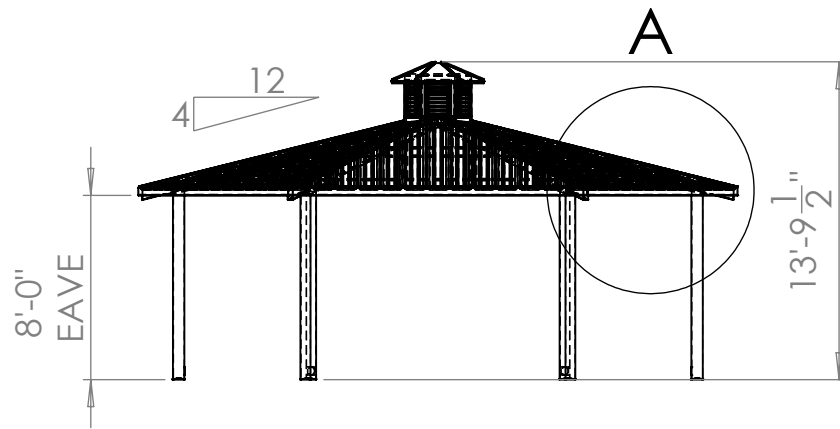
SHEET 1 of 2

NOT FOR CONSTRUCTION

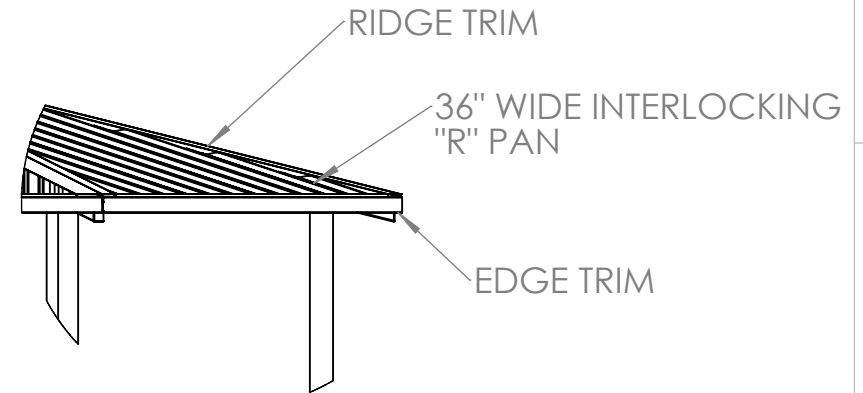
(800) 851-0865
www.americana.com

DOCUMENT NOT FOR CONSTRUCTION:

- A FOUNDATION DESIGN HAS NOT BEEN PERFORMED BY AMERICANA OUTDOORS
- A LICENSED ENGINEER FAMILIAR WITH SOIL CONDITIONS AT CONSTRUCTION SITE MUST PERFORM A FOUNDATION DESIGN

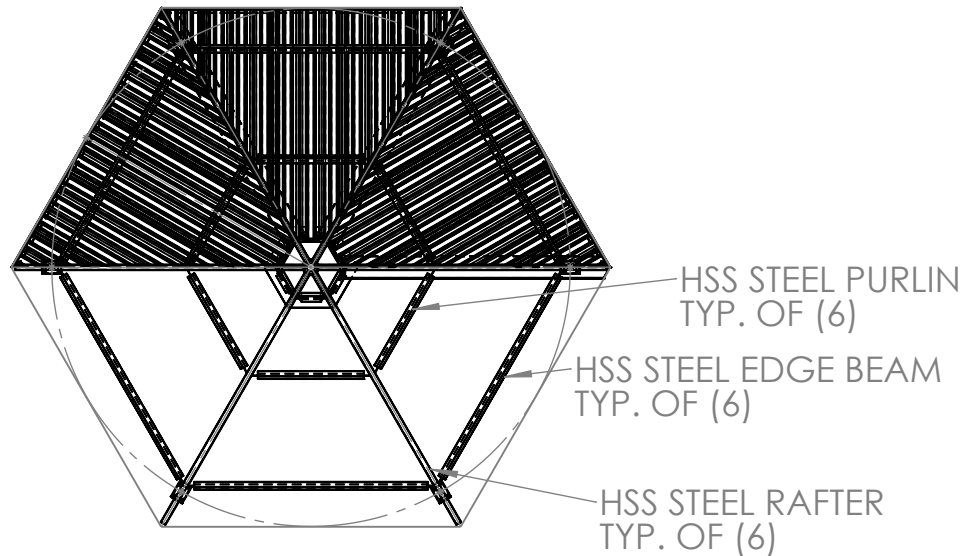


ELEVATION



DETAIL A

SCALE 1 : 50



ROOF PLAN

NOT FOR CONSTRUCTION



TITLE

26'-0"
APACHE SHELTER

SIZE

A

DATE

12/6/2023

DWG NO

112208

REV

SCALE:

AS NOTED

DRAWN: DK

SHEET 2 of 2

(800) 851-0865
www.americana.com



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

DATE: April 15, 2024
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of a Professional Services Agreement with Bird Advocacy and Consulting, Inc. to provide legislative consulting to the Town, in the amount of \$38,500.**

BACKGROUND: This item is to approve a Professional Services Agreement with Bird Advocacy & Consulting Inc. to provide the Town with legislative consulting in preparation for the 89th Texas State Legislature. During the 88th Texas Legislature, the Town experienced difficulties in communicating concerns through the legislative process. With this experience in mind, Town Council directed staff to provide the Town with a better legislative strategy for the 89th Texas Legislature. This item would provide the Town with representation in the next legislature as well as provide a conduit for communication with state representatives.

Town Council directed staff to bring this item forward for approval during the Town Manager's Report at the April 1st, Town Council meeting. This contract will pay Bird Advocacy & Consulting a monthly retainer of \$7,000 a month for government relations services, as described in Exhibit A. This item will cost the Town \$38,500 in FY 23-24. Funding for FY 24-25 will be subject to approval by Town Council as a part of the FY 24-25 Budget. This contract includes a ninety (90) day termination agreement upon receipt of written notice of termination.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$38,500

Proposed Expenditure/(Revenue)
\$38,500

Account Number(s):
100-600-01000-5230

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

ATTACHMENTS:

1. PSA Bird Advocacy & Consulting
2. Exhibit A: Flower Mound Proposal

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



**AGREEMENT BETWEEN
TOWN OF FLOWER MOUND
AND
BIRD ADVOCACY AND CONSULTING, INC.**

This Agreement is made this 15th day of April 2024, by and between the **TOWN OF FLOWER MOUND** (the “Town”) and **BIRD ADVOCACY AND CONSULTING, INC.** (“Consultant”), collectively referred to herein as the “Parties” and individually as “Party.” In consideration of mutual obligations set forth herein, the Parties agree as follows:

1. TERM; DUTIES.

- (a) The term of this Agreement will begin on April 15th, 2024, for an initial term of one (1) year, and shall renew automatically for one (1) year periods thereafter until terminated by either party according to Paragraph 3 of this Agreement.
- (b) The Town agrees to retain Consultant to provide government relations services at the direction of Council, as outlined in Exhibit A, which is attached hereto and made a part of this Agreement.
- (c) Consultant agrees to provide professional services as set forth in Exhibit A.

2. COMPENSATION

In consideration of Consultant’s satisfactory performance of this Agreement, Town shall pay to the Consultant a monthly retainer of \$7,000/month for government relations services. With the exception of the initial term, each year on May 1, the monthly retainer shall be increased by 3% to account for inflation. On the first of each month, an invoice will be sent to the Town as designated by Paragraph 5 of this Agreement, to be paid within 30 days of the date of receipt. Upon commencement of the initial term of this Agreement, Consultant shall send an invoice to the Town, and the Town shall pay, a prorated amount constituting fifty percent (50%) of the monthly retainer, or \$3,500, for the period from April 15th, 2024, to April 30, 2024.

3. TERMINATION

- (a) Either Party may terminate this Agreement for any reason by giving at least ninety (90) days’ prior written notice of termination to the other Party.
- (b) Termination of this Agreement for any reason shall not relieve either Party from its obligation to perform up to the effective date of termination or to perform all obligations that survive termination. Notwithstanding the foregoing, in the event that the Town’s governing body is unable to appropriate sufficient funds in any future fiscal year for payment of any amount under this Agreement, and if other funds are not legally available for such payments, then the Town’s obligations under this Agreement shall terminate immediately without penalty.

4. CONFIDENTIALITY

All information that Consultant obtains and/or develops in the performance of this Agreement shall be treated, maintained, and held by Consultant as confidential information, which Consultant shall not disclose or use for any purpose other than the performance of this Agreement. Consultant acknowledges that all Town records are subject to Chapter 552 of the Texas Government Code, also known as the Texas Public Information Act.

5. NOTICES

All notices required to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested; hand delivered; or sent via reputable overnight air courier, addressed as follows:

If to Town:

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

If to Consultant:

Bird Advocacy and Consulting, Inc.
Attn: Brandi Bird
6101 Long Prairie Rd, Ste. 744-240
Flower Mound, TX 75028

Notice shall be deemed effective upon actual delivery, if provided by hand delivery; or, three (3) calendar days after depositing the notice in the mail, as described in this section.

6. INDEPENDENT CONTRACTOR

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

7. MISCELLANEOUS

- (a) This Agreement constitutes the final, complete, and exclusive understanding between the Parties with respect to its subject matter and supersedes all prior written or oral understandings.
- (b) This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of all Parties and specifically referring to this Agreement.

- (c) This Agreement is made and shall be construed in accordance with the laws of the State of Texas, and exclusive venue shall lie in the courts, whether state or federal, of Denton County, Texas.
- (d) In the event any portion or provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that, in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which that is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
- (e) This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

8. **STATUTORY VERIFICATIONS**

The Consultant makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

- (a) Not a Sanctioned Company. The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (b) No Boycott of Israel. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- (c) No Discrimination Against Firearm Entities. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

- (d) No Boycott of Energy Companies. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

TOWN OF FLOWER MOUND

By: _____

Name: _____

Title: _____

BIRD ADVOCACY AND CONSULTING, INC.

By: _____

Name: _____

Title: _____



State Legislative Consulting Proposal Town of Flower Mound

Thank you for the opportunity to provide a proposal to the Town of Flower Mound for state legislative consulting services. Bird Advocacy & Consulting has the experience and knowledge to serve as Flower Mound's state legislative consultant. Ms. Bird is based in Denton County, has a long history of successfully representing the City of Lewisville and has over 20 years of state legislative experience. She also has extensive relationships with the Denton County legislative delegation in the House and Senate, and Denton County local elected officials, including the Judge and Commissioners. She lives in Lantana with her family, and thus understands the local issues occurring in Flower Mound, which will contribute to our overall success. So much of what happens in Austin has a direct correlation to the issues occurring locally, and our team has a wholistic understanding of the whole picture.

Background:



BRANDI BIRD, BIRD ADVOCACY & CONSULTING

Brandi Bird is President of Bird Advocacy & Consulting, a governmental relations firm based in the North Texas region, specializing in local government, economic development and transportation issues. Since 2006, Ms. Bird has provided governmental relations services to a prestigious list of private and public sector clients. She

began her career as Legislative Aide to the House Transportation Committee, and then served as Government Relations Director for the North Texas Tollway Authority, before beginning her own government relations practice. Over her 20+ year career, Ms. Bird has become known as a leading lobbyist in DFW, specializing in local government and transportation issues. She holds a Bachelor of Arts from the University of Texas at Austin, serves as Chair of the Denton County Development District 4, and is a founding member of the Cross Timbers Rotary Club.

State Legislative Experience:

Bird Advocacy & Consulting has provided strategic analysis, insight, and government affairs planning to governmental agencies, organizations and Fortune 500 companies for over 20 years, including the City of Lewisville, Dallas Regional Mobility Coalition, Denton County Transportation Authority, Transit Coalition of North Texas, Texas State Inspection Association, and many more, and lobbied on their behalf at the city, county, and state levels. Over her 20+ years of service, Ms. Bird has had many legislative accomplishments. The following highlight several legislative successes that may be relevant to Flower Mound:

City of Lewisville

In the 2023 legislative session, Bird Advocacy & Consulting represented the City of Lewisville and their priority issue was to seek passage of legislation to allow cities to regulate massage establishments. This was no small task, in the current anti-local government environment at the Legislature. Ms. Bird worked with the legislative delegation, Rep. Thiemsch, Rep. Bumgarner, Senator Parker and Senator Springer, to introduce the issue, asked them to carry the bill, and worked with all parties to ensure passage. There was some opposition that arose along the way from the massage industry, the Governor's office, and the Senate Committee Chair. We worked through each issue along the way, but ran into a roadblock in the Senate with the Senate Business and Commerce Committee. Ms. Bird then drafted language and worked with the members to add the language as an amendment to another bill. This issue was all but dead late in the session, but due to some last minute maneuvering, Ms. Bird was ultimately successful in getting the bill passed.

Cities of Denton, Lewisville & Highland Village

In 2019, Bird Advocacy & Consulting represented the Cities of Denton, Lewisville, and Highland Village, and was tasked with passing legislation to restructure the DCTA Board. This was highly controversial legislation that required working closely with DCTA, Denton County, and the 3-member cities to negotiate compromise language, get all local elected officials on board, and work closely with the state legislative delegation to achieve passage.

Dallas Regional Mobility Coalition

Ms. Bird represents the Dallas Regional Mobility Coalition, an advocacy group made up of cities and counties in the DFW region, and as part of that role, she also serves on the state advocacy Board, the Transportation Advocates of

Texas. As part of the TAOT legislative agenda discussion prior to the 2021 session, she suggested that the reauthorization of the Texas Mobility Fund to allow TxDOT, to again issue bonds and fund projects out of the Texas Mobility Fund, should be a priority for TAOT in the 2021 session. She also worked with AGC, ACEC, and other partners to form a coalition to support the bill, and visited with the Senate and House Transportation Committee Chairmen to suggest they author the legislation. She then continued to lobby, along with the coalition, to achieve final passage. This was an important accomplishment for transportation because it is the only flexible funding source at the state level that can be used for innovative projects.

Overall Legislative Approach:

Should Bird Advocacy & Consulting be selected to represent the Town of Flower Mound, our approach would be to first schedule a planning session with the City Manager and staff to discuss the Town's legislative positions from the 2023 legislative session and priority issues. Then, we would monitor the special sessions for issues of interest to the Town of Flower Mound, engage in the special sessions as necessary, schedule meetings with the legislative delegation to foster relationships with the Town, and monitor all interim committees.

To be successful in a legislative session, all the real work is done in the interim: building relationships, discussing critical issues, monitoring interim committees, so when an issue of importance to the Town of Flower Mound arises during a special session, or the next regular session, we are ready to engage quickly. Because things happen very quickly in the Legislature, we would also serve as your eyes and ears to be continuously watching for any issue that would be of importance to the Town.

Prior to the next regular legislative session, we would work with Town staff to develop a legislative agenda, schedule meetings with each of the legislative delegation to walk through the priority issues to Flower Mound, and foster relationships with legislators and the Town Council and staff.

Our legislative approach would include the following key initiatives:

Special Sessions

- Monitor the calls by the Governor for all special sessions to be on the lookout for any issues affecting Flower Mound

- Monitor all legislation that impacts Flower Mound and provide legislative updates to staff and Council

Interim Activities

- Monitor interim committee activities focusing on issues impacting Flower Mound
- Identify events/ activities hosted by Flower Mound where we can engage the legislative delegation and foster relationships

Development of Legislative Agenda

- Work with Town staff to develop a timeline for the development of Flower Mound's legislative agenda
- Schedule meetings with every member of the legislative delegation and Town Council and staff prior to the session to discuss the Town's legislative agenda
- Identify Legislative sponsors and work with their staff to draft legislation, as determined by Flower Mound
- Work with key House and Senate members to seek support for legislation
- Identify and coordinate with organizations supporting Flower Mound's position or sharing common issues
- Lobby members and staff to support Flower Mound's position
- Develop committee support and organize floor action, if needed
- Work with the Governor's staff to secure signing of bills passed by the legislature
- Prepare a presentation to the Flower Mound Town Council at the conclusion of the session which will provide a "report card" outlining performance on the adopted Flower Mound Legislative Agenda

Legislative Tracking and Monitoring

- Monitor all filed legislation and identify bills and amendments that may be of impact to Flower Mound
- Create a customized bill tracking matrix for Flower Mound that includes analysis of legislation of interest
- Prepare a weekly tracking report, or more often as necessary, whenever action is taken on legislation of interest to the Town

- Develop a strategy to defeat unanticipated negative legislation and amendments filed or offered during the session
- Attend all key committee hearings and report any discussion that is of interest to Flower Mound

Adverse Legislation

- Identify groups, legislation or amendments detrimental to Flower Mound
- Advance the Town's legislative interests early and attempt to address opposition's concerns to avoid legislative battles
- If opposition concerns cannot be addressed, prepare a strategy to defend against any adverse legislation.

Post Session

- Prepare a final report, and presentation if desired, to staff and Council to digest all legislation, both positive and negative, that would have impacted Flower Mound and how it fared in the Legislature.

Pricing Proposal:

Our team works with all of our clients on a monthly retainer basis because we are very cognizant of potential conflicts of interest, and any client that we contract with limits our ability to accept other clients in that same industry. Based upon our understanding of the complexity of Flower Mound's legislative needs, our proposed monthly retainer for this contract would be \$7,000/month. This price includes all basic costs necessary to fully represent Flower Mound at the state legislative level. Any additional expenses would be minimal, but would be submitted to Flower Mound for pre-approval as they arise.



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

DATE: April 15, 2024

FROM: Lynda Bolitho, Director of HR

ITEM: **Consider approval of Request for Proposal Number 2024-22-A with Deer Oaks EAP Services, LLC, to provide an employee assistance program in the total amount of \$4,939; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Since 2011, the Town has partnered with the Texas Municipal League through an inter-local agreement. The partnership allowed participation in the Public Employee Benefits Alliance (PEBA) and utilization of the services of Deer Oaks for the Town Employee Assistance Program (EAP). The EAP is available to all regular full-time and part-time employees. The Public Employee Benefits Alliance (PEBA) ended the EAP offering through Deer Oaks as of October 21, 2023.

The Town solicited requests for proposal and received uncompetitive quotes from CuraLink and YouTurn Health. While the renewal quote from Deer Oaks includes a 26% increase and an adjustment in offerings. The adjustment offerings include an improvement in the rate guarantee from three-year to five-year, providing for unlimited critical incident support sessions which, previously provided six sessions, and an increase in total annual training hours from twelve to twenty.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$4,939

\$4,939 for FY 23-24

Account Number(s):

840-710-17600-5110

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

ATTACHMENTS:

1. Town of Flower Mound Contract No. 2024-22-A

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 Deer Oaks EAP Services, LLC (“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: Employee Assistance Program (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 Contractor’s Pricing Sheet or Criteria 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 initial 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 and guaranteed for the duration term of the contract.

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 are 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. The 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 the Contractor's Pricing Sheet or Criteria. If either of the foregoing conditions exists, The 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, the 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) for funding purposes 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 the 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 the 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 the 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 Human Resources 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 the Town's prior consent, the fact that the 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 RFP 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 RFP 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 therequirement 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: Greg Brannan
Title: Dir of Business Development
Company: Deer Oaks EAP Services, LLC
Address: 126 E. Main Plaza, Ste. 1
City, State, Zip: San Antonio, TX 78205

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: DEER OAKS EAP SERVICES, LLC

Signature _____
Greg Brannan, Dir of Business Development

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Derek France

Date: _____



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

DATE: April 15, 2024
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of a Construction Agreement with Mountain Cascade of Texas, LLC., for the US 377 Water Line Loop and Relocation project, in the amount of \$6,212,538.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: TxDOT is finalizing the design of the US 377 Widening Project. The project limits are south of FM 1171 to north of Crawford Road. Due to the expansion, all utilities in the expanded ROW must be relocated. The Town of Flower Mound operates a 30-inch water transmission line within, a dedicated waterline easement, that is within the expanded ROW. The water line serves the west side of Town from the Stonecrest Pump Station. The US 377 Water line Loop and Relocation capital improvement project includes the relocation of the water line as required by TxDOT. In addition, the project includes a water line "loop" at the intersection of FM 1171 and US 377. By completing the "loop" work with the relocation work, the Town will realize cost savings due to quantity pricing and construction prior to the installation of a grade-separated intersection. The project includes installing approximately 8,200 linear feet of 20"-36" water line.

Because the existing water line is in an exclusive easement, the forced relocation is eligible for reimbursement from TxDOT. A Standard Utility Agreement (SUA) between TxDOT and the Town was approved by the Town Council on 4/1/2024. The SUA includes reimbursement in the amount of \$4,969,356.75. This reimbursement amount is 84.1% of the total project costs.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$6,212,538.00

Proposed Expenditure/(Revenue)

\$6,212,538.00

Account Number(s):

630-960-98671-6170	\$730,076.46
601-900-98671-6170	\$513,104.54
506-960-98671-6170	\$4,969,357.00
Total	\$6,212,538.00

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

ATTACHMENTS:

1. Bid No. 2024-19-B Verified Bid Tab
2. Form 1295 - Internal Use

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



**Town of Flower Mound
Verified Bid Tab**

Bid No: 2024-19-B – US 377 at FM 1171 Water Line Loop & Relocation

Bid Opening: 02/15/2024 at 11:00 AM

Company	Total Base Bid
Mountain Cascade of Texas LLC	\$ 6,212,538.00
Blue Star Utilities LLC	\$ 6,864,839.10
Wilson Contractor Services LLC	\$ 7,251,098.39
Canary Construction Inc	\$ 7,634,772.00
Western Municipal Construction of Texas LLC	\$ 7,831,721.46
Flow-Line Construction Inc	\$ 7,890,161.00

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents.**

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: February 15, 2024



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

DATE: April 15, 2024

FROM: Codie Freeman, Planner

ITEM: Consider a request for a Record Plat (RC24-0001-Lungren Addition Lot 1 Block A) to create a residential subdivision with an exception to lot width to depth ratio pursuant to Section 90-272(a), of the Code of Ordinances. The property is generally located North of Stapleton and west of Kirkpatrick Lane. (PZ recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.)

BACKGROUND:

- Lot Size – Approximately 2.69 acres
- Zoning – Single Family Estate
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exception – Due to the existing configuration of the property, an exception to allow lot depth to exceed two and one half times the lot width is required.
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: NA

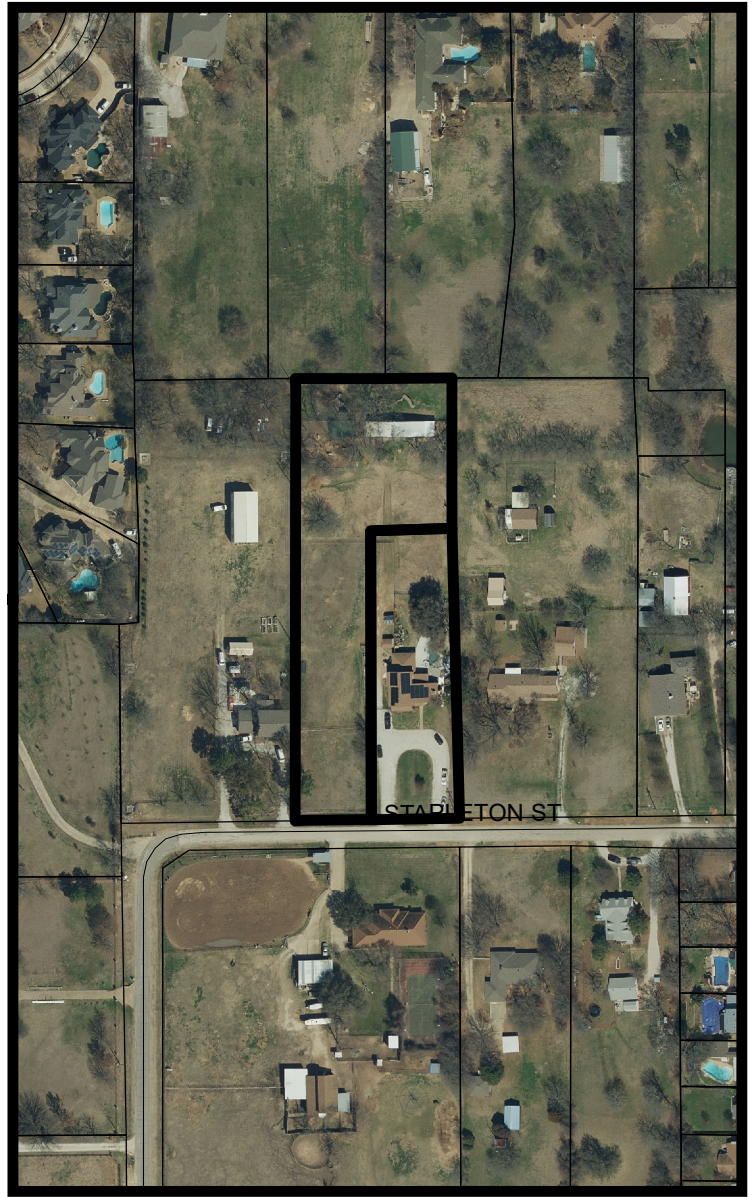
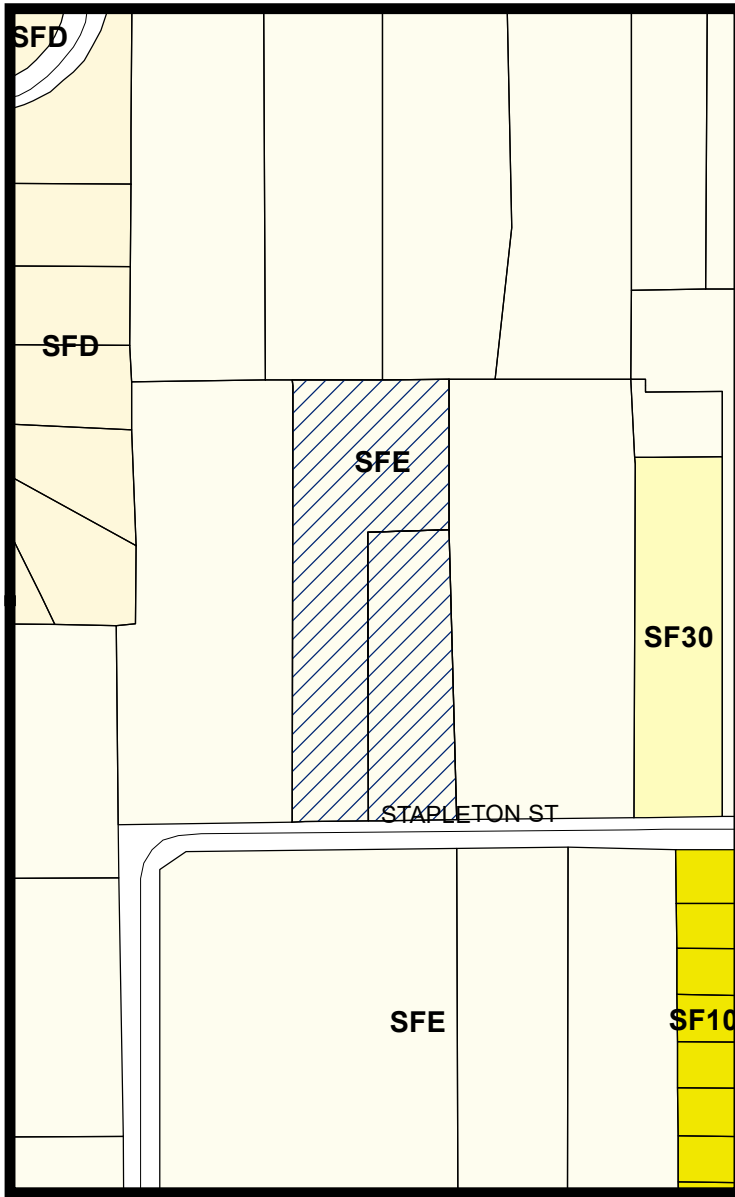
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

RC24-0001: Lungren Addition Lot 1, Block A



LEGEND



Single Family 10



Single Family 30



Single Family Detached



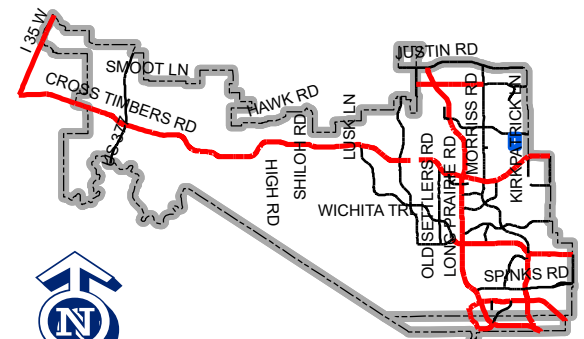
Single Family Estate



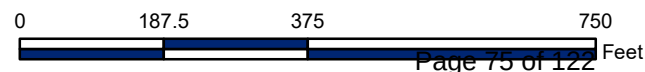
Subject Property

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 COUNCIL AGENDA M.3. REGULAR ITEM(S)

DATE: April 15, 2024
FROM: Codie Freeman, Planner
ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP24-0001- Tesla) to allow a ground sign and additional wall signs on the building. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (PZ recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.)**

BACKGROUND:

- Lot Size – Approximately 5.33 acres
- Zoning – Planned Development District No. 43 with Commercial 2 (C-2) uses.
- SMARTGrowth – N/A, review not triggered
- CSP – The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) in order to allow a ground sign and an additional wall sign on the building. The proposed signs require CSP for the following reasons:
 1. Ground sign: Town Code permits one ground sign for this property to be located 60 feet from the property line. The proposed sign is located 53.9 feet from an internal property line. Though the minimum setback for a ground sign from the right-of-way line is 15 feet, the proposed sign is located approximately 285 feet from the right-of-way line due to the site having only 40 feet of frontage along Justin Road and the entire 40 feet being encumbered by easements.
 2. Wall sign: The Town Code permits a directional sign no larger than five square feet. The applicant is proposing a directional wall sign of approximately nine square feet over the service door to better direct patrons towards the service entrance.
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: NA

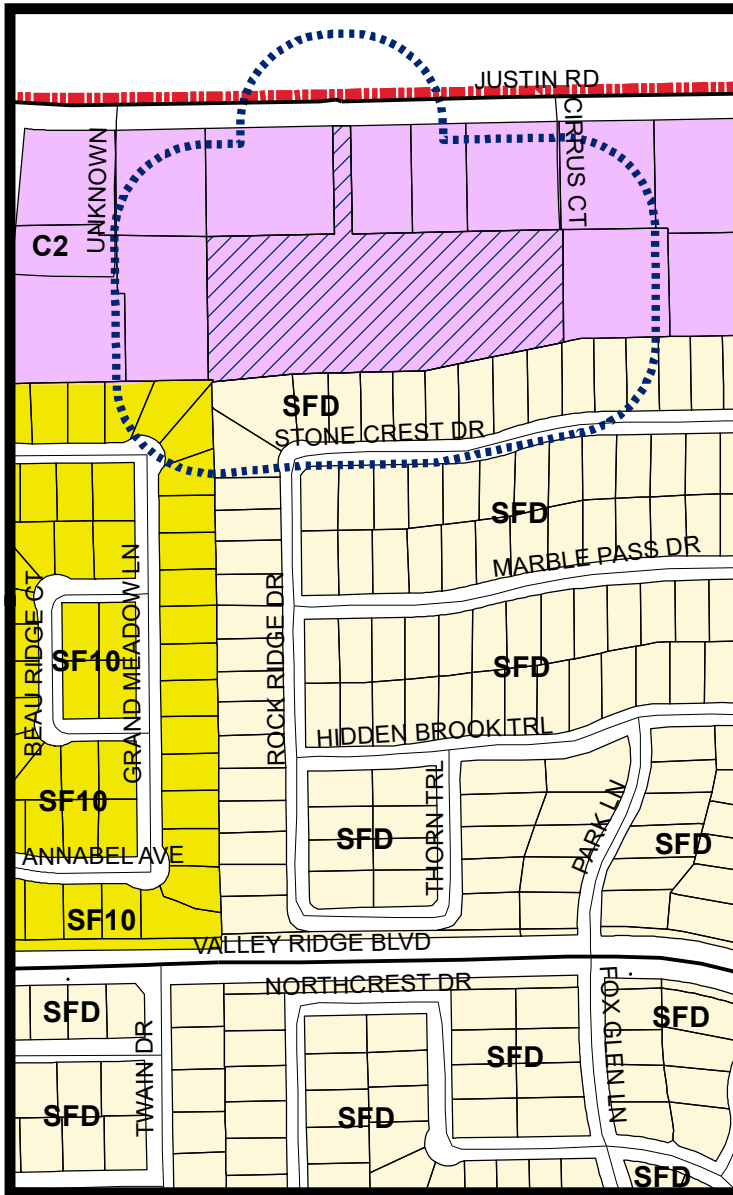
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

CSP24-0001: Tesla



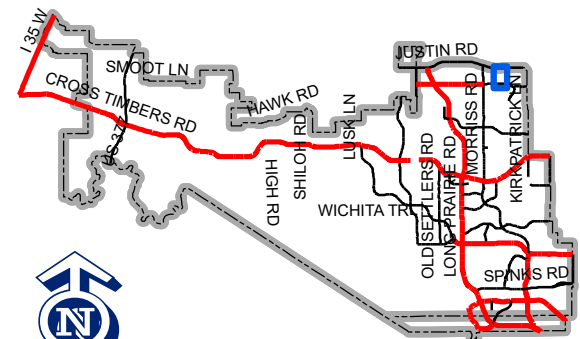
LEGEND

- Commercial 2
- Single Family 10
- Single Family Detached

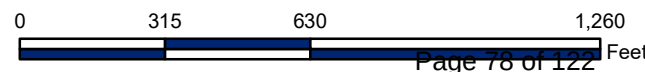
- Subject Property
- 200 ft Notification Buffer around Property

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 COUNCIL AGENDA M.4. REGULAR ITEM(S)

DATE: April 15, 2024
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0009 – Box Investment Group) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Lakeside Business District Area Plan from Campus Commercial uses to Campus Industrial uses. The property is generally located south of Lakeside Parkway and east of Silveron Boulevard. (PZ recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 10.70 acres
- Request – Change land use from Campus Commercial to Campus Industrial uses
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

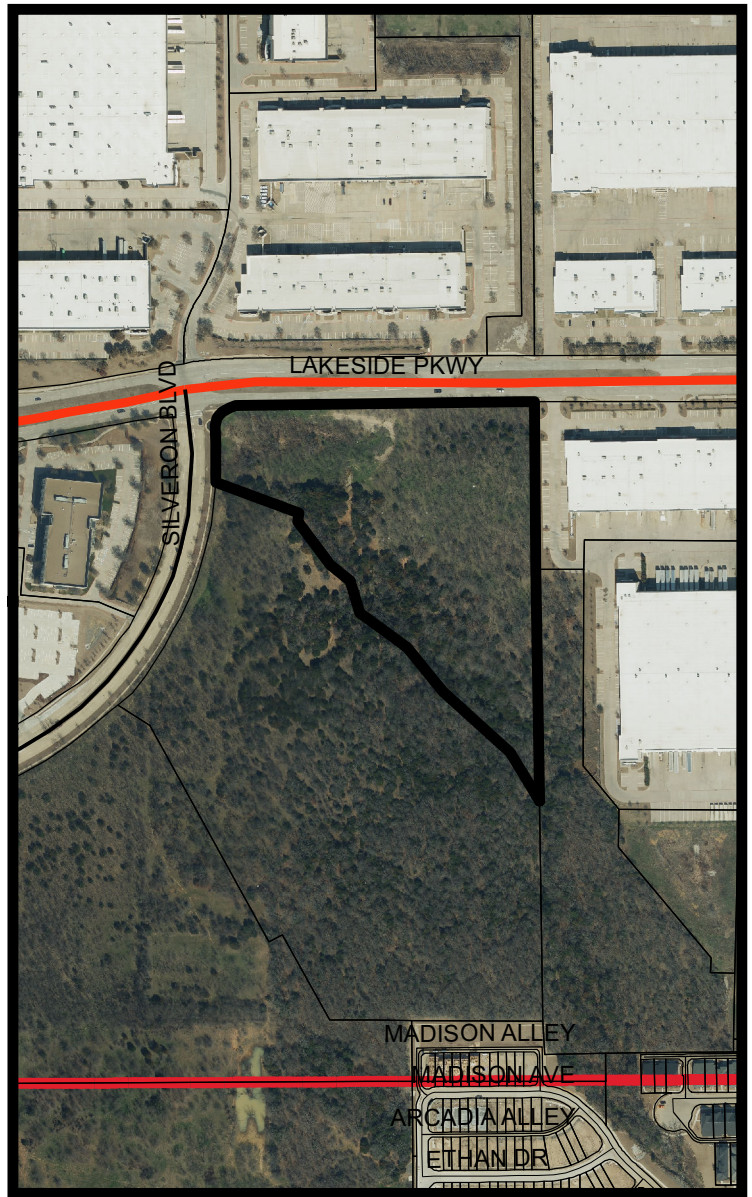
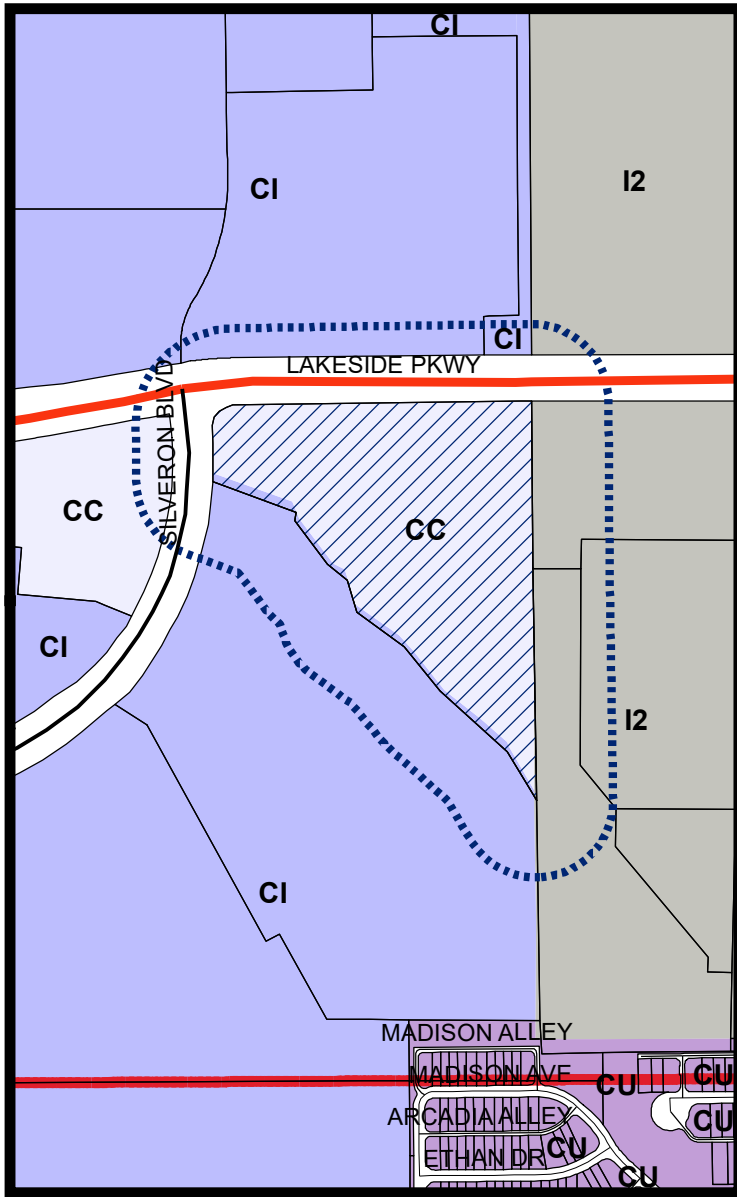
ATTACHMENTS:

1. Zoning & Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibits

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

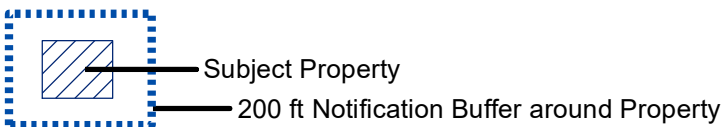
Vicinity Map

MPA23-0009 & ZPD23-0015: Box Investment Group



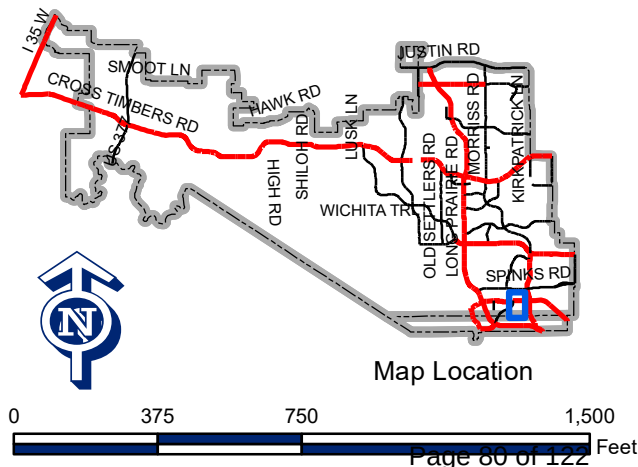
LEGEND

Campus Commercial
 Campus Industrial
 *Combined Uses-See Ordinance
 Industrial 2



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

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



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SECTION 1.0, "LAND USE PLAN," AND SECTION 2.0, "AREA PLANS," TO CHANGE THE CURRENT LAND USE DESIGNATION WITHIN THE LAKESIDE BUSINESS DISTRICT AREA PLAN AND REFLECTED ON THE LAND USE PLAN MAP FROM CAMPUS COMMERCIAL USES TO CAMPUS INDUSTRIAL USES ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 10.698 ACRE TRACT OF LAND IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NO. 692, DENTON COUNTY, TEXAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 19, 2001, the Town Council of the Town (the "Town Council") adopted the Master Plan (the "Master Plan"), including the Land Use Plan and Area Plans; and,

WHEREAS, the Master Plan establishes and articulates a community-based vision to preserve the country atmosphere and natural environment that makes the Town a unique and desirable community, mitigates the ill effects of rapid and intense urbanization, creates a balanced tax base to ensure the Town's long-term economic health and prosperity, and ensures all development is of enduring and exemplary quality; and,

WHEREAS, the Area Plan contained in the Master Plan indicates the land use designation for tracts of land within various areas of the Town, and the Land Use Plan Map contained in the Land Use Plan of the Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as being approximately 10.698 acres of land in the Joseph Knight Survey, Abstract No. 692, Denton County, Texas, as more fully described in the attached Exhibit "A" attached hereto and incorporated herein (the "Property"), have filed an application for a Master Plan Amendment to change the current land use designation from Campus Commercial Uses to Campus Industrial Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on April 8, 2024, and the Town Council of the Town held a public hearing on April 15, 2024, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 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 Master Plan Amendment on the Property; and,

WHEREAS, upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearings, the Town Council has determined that it is in the best interest of the citizens of the Town that the Master Plan be amended to change the Area Plan and Land Use Plan as described herein;

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

SECTION 1

The Master Plan of the Town, as amended, is hereby amended to change the land use designation on the hereinafter described Property and area as shown below:

Approximately 10.698 acres of land in the Joseph Knight Survey, Abstract No. 692, Denton County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein.

The Land Use Plan Map contained in Section 1.0, "Land Use Plan," of the Master Plan and Section 2.0, "Area Plans," are hereby amended to change the current land use designation from Campus Commercial Uses to Campus Industrial Uses on the above-referenced Property, as depicted in Exhibit "B," "Master Plan Exhibit," attached hereto and incorporated herein.

SECTION 2

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 3

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 4

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 5

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 15TH DAY OF APRIL, 2024.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 10.698 acre tract of land described in the Joseph Knight Survey, Abstract No. 692, Town of Flower Mound, Denton County, Texas, said tract being part of that certain tract of land described in Special Warranty Deed to PS Silveron/RMR, L.P. recorded in Document Number 2018-9044 the Official Records of Denton County, Texas; said 10.698 acre (465,985 square feet) tract being more particularly described as follows:

BEGINNING, at a 1/2-iron rod with "DAA" cap found for corner on the south end of a right-of-way corner clip at the intersection of the south right-of-way line of Lakeside Parkway (a 120-foot wide public right-of-way) and the east right-of-way line of Silveron Boulevard (a 90-foot wide public right-of-way);

THENCE, North 38 degrees, 40 minutes, 06 seconds East, along said corner clip, a distance of 42.71 feet to a 1/2-iron rod with "DAA" cap found for corner; said point being the beginning of a non-tangent curve to the right;

THENCE, along the said south line of Lakeside Parkway, the following two (2) calls:

In a northeasterly direction, along said curve to the right, having a central angle of 03 degrees, 30 minutes, 10 seconds, a radius of 940.03 feet, a chord bearing and distance of North 87 degrees, 25 minutes, 49 seconds East, 57.46 feet, an arc distance of 57.47 feet to a point for corner; from said point a 1/2-inch iron rod with "DAA" cap bears S 01°54' E, 0.3 feet.

North 89 degrees, 10 minutes, 54 seconds East, a distance of 769.48 feet to a point for corner; said point being the northwest corner of Lot 1R, Block A, Lakeside Ridge Addition, an addition to the Town of Flower Mound, Texas according to the plat recorded in Document Number 2014-175 of said Official Records; from said point a 1/2-inch iron rod with "RPLS 5069" cap bears N 75°38' E, 0.8 feet.

THENCE, departing the said south line of Lakeside Parkway, along the west line of said Lot 1R, Block A and the west line of Lot 2-X, Block A, Lakeside Ridge Addition, an addition to the Town of Flower Mound, Texas according to a plat recorded in Document Number 2013-361 of said Official Records, the following three (3) calls:

South 00 degrees, 19 minutes, 21 seconds East, a distance of 301.19 feet to a 1/2-iron rod with "DAA" cap found for corner;

South 01 degrees, 11 minutes, 59 seconds East, a distance of 410.08 feet to a 1/2-iron rod with "DAA" cap found for corner;

South 01 degrees, 03 minutes, 57 seconds East, a distance of 325.64 feet to a point for corner; said point being the northeast corner of that certain tract of land described in Special Warranty Deed to Duke Reality Land, LLC recorded in Document Number 2022-31361 of said Official Records;

THENCE, departing the said west line of Lot 2-X, Block A and along the northeast line of said Duke Reality Land, LLC tract, the following nine (9) calls:

North 30 degrees, 50 minutes, 35 seconds West, a distance of 156.86 feet to an angle point;

North 48 degrees, 22 minutes, 41 seconds West, a distance of 236.98 feet to an angle point;

North 39 degrees, 28 minutes, 05 seconds West, a distance of 146.80 feet to an angle point;

North 54 degrees, 09 minutes, 06 seconds West, a distance of 153.52 feet to an angle point;

North 16 degrees, 58 minutes, 31 seconds West, a distance of 87.11 feet to an angle point;

North 50 degrees, 46 minutes, 40 seconds West, a distance of 66.65 feet to an angle point;

North 37 degrees, 16 minutes, 18 seconds West, a distance of 141.84 feet to an angle point;

North 10 degrees, 48 minutes, 39 seconds East, a distance of 20.93 feet to an angle point;

North 69 degrees, 44 minutes, 44 seconds West, a distance of 245.35 feet to a point for corner in the said east line of Silveron Boulevard, said point also being the northwest corner of said Duke Reality Land LLC tract and being in a non-tangent curve to the left;

THENCE, in a northeasterly direction along the said east line of Silveron Boulevard and said curve to the left, having a central angle of 09 degrees, 39 minutes, 55 seconds, a radius of 895.00 feet, a chord bearing and distance of North 02 degrees, 00 minutes, 31 seconds West, 150.80 feet, an arc distance of 150.98 feet to the POINT OF BEGINNING;

CONTAINING: 10.698 acre or 465,985 square feet of land, more or less.

12/29/2023 10:44 PM
N:\0046792\00\06 CAD\DWG\SITE DESIGN\3D\EXHIBIT\MASTER PLAN EXHIBIT\2023-12-29_MASTER PLAN EXHIBIT.DWG
A/CAMUNEZ

EXISTING ZONING PD-31(CI)
LOT 2, BLOCK A
LAKESIDE COMMERCE CENTER
(CAB. V, PG. 7)

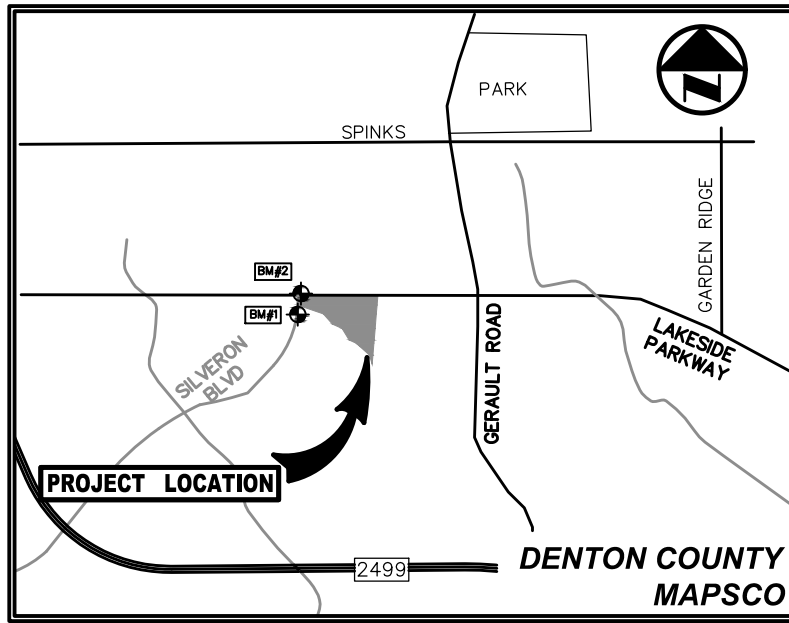
EXISTING ZONING PD-31(CI)
LOT 1, BLOCK A
LAKESIDE COMMERCE CENTER
(CAB. V, PG. 7)

EXISTING ZONING PD-31(CI)
A0692A J.KNIGHT, TR 1,7,8
SOLINSKI ENTERPRISES RE, LP
(DOC. NO. 2014-840)

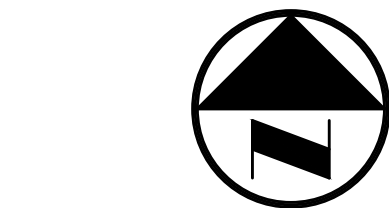
EXISTING ZONING PD-31(CI)
LOT 1R, BLOCK A
ICARUS ADDITION
(CAB. X, PG. 858)

LAKESIDE PARKWAY

(120-FOOT WIDE PUBLIC RIGHT-OF-WAY)



VICINITY MAP
(NOT TO SCALE)



0 30 60 120 180
GRAPHIC SCALE IN FEET

LEGEND

BL	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FLH	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FLP	FLOOD LIGHT
FP	FLAG POLE
SIG	TRAFFIC SIGN
IRS	1/2-INCH IRON ROD
(C.M.)	W/"PACHICO KOCH" CAP SET
X	CONTROLLING MONUMENT
	PROPERTY LINE
	FENCE
	PARCEL LIMITS

EXISTING ZONING PD-31(CC)
LOT 1, BLOCK A
SILVERON CENTER ADDITION
(CAB. X, PG. 678 P.R.D.C.T)

SILVERON BOULEVARD
(90-FOOT WIDE PUBLIC RIGHT-OF-WAY)

BENCH MARK LIST

BM# 1	" " CUT SET ON CURB INLET ON THE EAST SIDE OF SILVERON BOULEVARD, ±221' SOUTHEAST OF THE INTERSECTION OF SILVERON BOULEVARD AND LAKESIDE PARKWAY, ±87' SOUTH OF LIGHT STANDARD, ±32' SOUTHWEST OF A CONCRETE HEADWALL WITH WING WALLS.	SURFACE NORTHING: 7,048,767.72 SURFACE EASTING: 2,412,794.23 ELEV=561.00
BM# 2	" " CUT SET ON CONCRETE MEDIAN WITH BRICK, ±52' NORTHEAST OF THE INTERSECTION OF SILVERON BOULEVARD AND LAKESIDE PARKWAY, ±124' NORTH OF LIGHT STANDARD, ±51' NORTHWEST OF A ELECTRIC VAULT ON THE SOUTH SIDE OF LAKESIDE PARKWAY, ±71' NORTHEAST OF A STOP SIGN.	SURFACE NORTHING: 7,048,980.00 SURFACE EASTING: 2,412,793.45 ELEV=562.71
BM# 3	" " CUT SET ON CONCRETE MEDIAN WITH BRICK, ±595' EAST OF THE INTERSECTION OF SILVERON BOULEVARD AND LAKESIDE PARKWAY, ±403' NORTHEAST OF A CURB INLET ON THE SOUTH SIDE OF LAKESIDE PARKWAY, ±98' WEST OF A SANITARY SWERER MANHOLE.	SURFACE NORTHING: 7,048,991.97 SURFACE EASTING: 2,413,337.69 ELEV=570.96
BM# 4	" " CUT SET ON CONCRETE RAMP ON THE SOUTH SIDE OF LAKESIDE PARKWAY, ±930' SOUTH EAST OF THE INTERSECTION OF SILVERON BOULEVARD AND LAKESIDE PARKWAY, ±27' SOUTHEAST OF A WATER VALVE, ±59' SOUTH FROM A LIGHT STANDARD.	SURFACE NORTHING: 7,048,944.69 SURFACE EASTING: 2,413,661.66 ELEV=570.34
BM# 58	MONUMENT IS A 2" ALUMINUM DISK STAMPED "THE TOWN OF FLOWER MOUND" FOUND IN THE MIDDLE OF A CONCRETE INLET ON THE NORTH SIDE OF LAKESIDE PARKWAY, APPROXIMATELY 1,995 FEET OR 0.38 OF A MILE EAST OF FM 2499. MONUMENT IS 12.5 FEET SOUTHEAST OF A STORM MANHOLE AND 5.4 FEET NORTHWEST OF A STORM MANHOLE AND 0.8 FEET SOUTH OF THE NORTH EDGE OF THE CURB INLET.	PUBLISH ELEV=575.58 OBSERVED ELEV=575.28

EXISTING ZONING PD-31(CI)
A0692A J.KNIGHT, TR 9A(1)(A)
DUKE REALTY LAND, LLC
(DOC. NO. 2022-31361)

WETLAND MITIGATION AREA
(VOL. 4852, PG. 357)

PS SILVERON/RMR, L.P.
(DOC. NO. 2018-9044)
10.698 ACRES
(465,985 SF)

EXISTING ZONING PD-134(CU)
LOT 2-X, BLOCK A
LAKESIDE RIDGE ADDITION
(DOC. NO. 2013-361)

LOT 2R, BLOCK A
LAKESIDE RIDGE ADDITION
(DOC. NO. 2014-175)

TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

MASTER PLAN FEATURE	
LAND USE PLAN - EXISTING	CAMPUS COMMERCIAL
LAND USE PLAN - PROPOSED	CAMPUS INDUSTRIAL
URBAN DESIGN PLAN	LAKESIDE BUSINESS DISTRICT
PARKS AND TRAILS	N/A
OPEN SPACE PLAN	N/A
THROUGHFARE PLAN	LAKESIDE PARKWAY (MAJOR ARTERIAL) SILVERON BLVD. URBAN MINOR ARTERIAL
WATER PLAN	EXISTING 12" WATER AT NE CORNER OF THE SITE AND EXISTING 12" WATER AT NW CORNER OF THE SITE.
WASTEWATER PLAN	EXISTING 8" WASTEWATER LINE ALONG LAKESIDE PARKWAY
ECONOMIC IMPACT	N/A

OWNER INFORMATION

CONTACT: TODD MARCHESANI
EMAIL: TODDM@BOXINVESTMENTGROUP.COM
COMPANY: BOX INVESTMENT GROUP
ADDRESS: 2554 TARPLEY ROAD
CARROLLTON, TX 75006

FOR INFORMATION

CONTACT: ALEX CAMUNEZ
EMAIL: ALEX.CAMUNEZ@WESTWOODPS.COM
COMPANY: WESTWOOD PROFESSIONAL SERVICES
ADDRESS: 7557 RAMBLER ROAD, UNIT 1400
DALLAS, TX 75231

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)

THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.



7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231
972.235.3031

MASTER PLAN EXHIBIT

BOX @ LAKESIDE AND SILVERON

LAKESIDE PKWY AND SILVERON BLVD

CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
AJC	MCM	DEC 2023	1"=60'			

BOX @ LAKESIDE AND SILVERON



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

DATE: April 15, 2024

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD23-0015 - Box Investment Group) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No. 201 (PD-201) with Campus Commercial District (CC) uses and certain Campus Industrial District (CI) uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection", and an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located south of Lakeside Parkway and east of Silveron Boulevard. (PZ recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 10.70 acres
- Existing Zoning - Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses.
- Proposed Zoning - Planned Development District No. 201 (PD-201) with limited Campus Industrial District (CI) uses.
- Proposed Building – One-story warehouse and distribution building containing approximately 79,736 square feet.
- SMARTGrowth – Passed, with approval of slope exception.
- Traffic Analysis – The Traffic Engineer determined that the proposal does not exceed the 5% trip generation threshold, therefore a TIA was not required.
- Exceptions – Topographic Slope and Driveway Spacing
- Modifications – Street Landscape Buffer width and prohibition of certain CI uses
- Incentives - None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its April 8, 2024, meeting.

On March 6, 2024, the Environmental Conservation Commission (ECC) recommended approval of a request by the applicant to remove one of the existing six specimen trees on the site.

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.

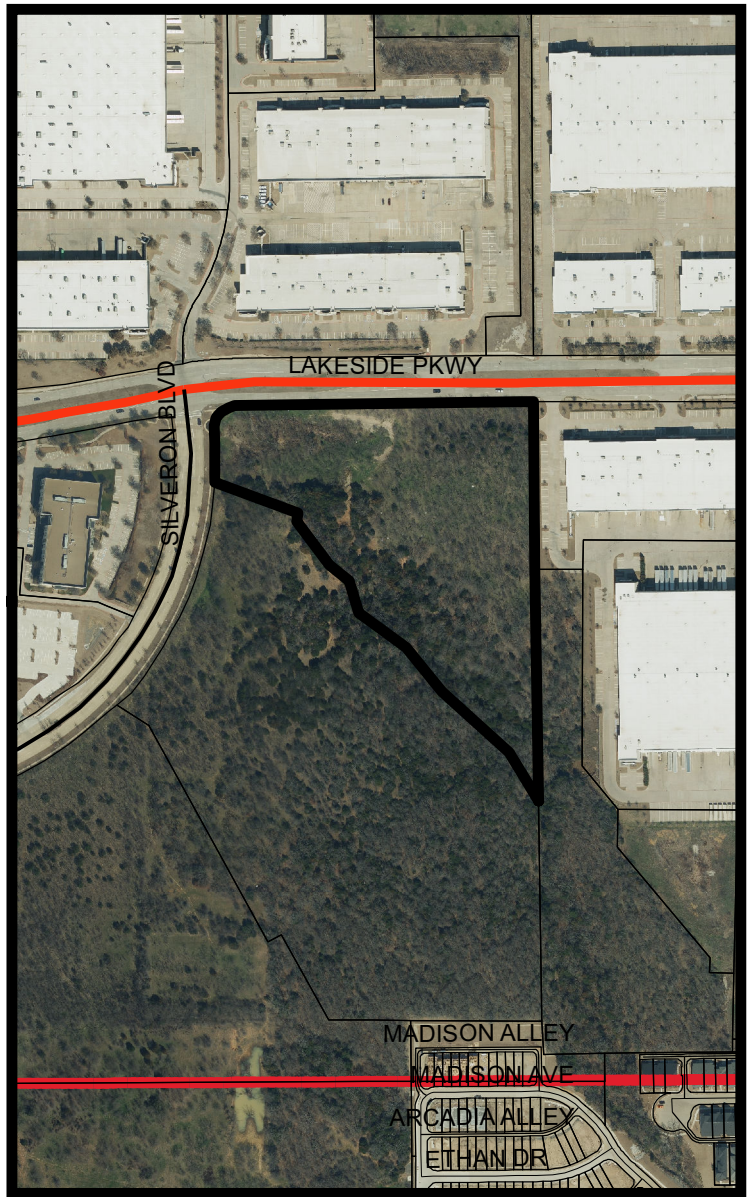
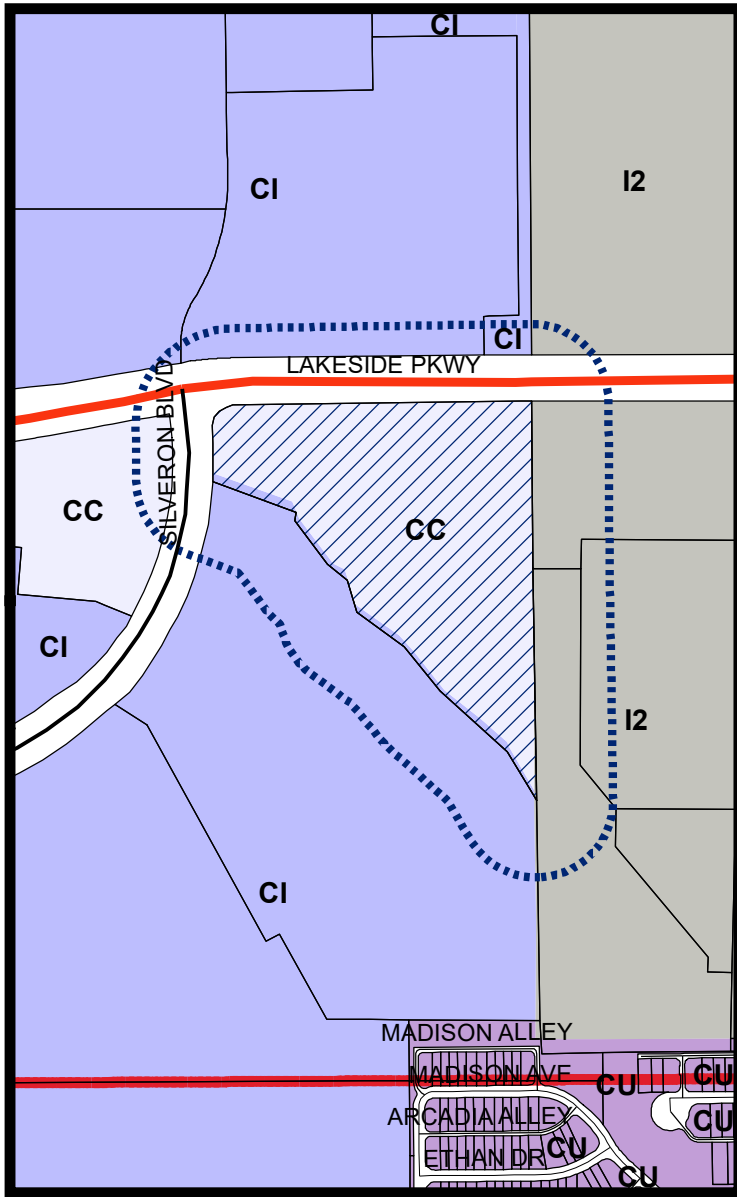
ATTACHMENTS:

1. Zoning & Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibits

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

Vicinity Map

MPA23-0009 & ZPD23-0015: Box Investment Group



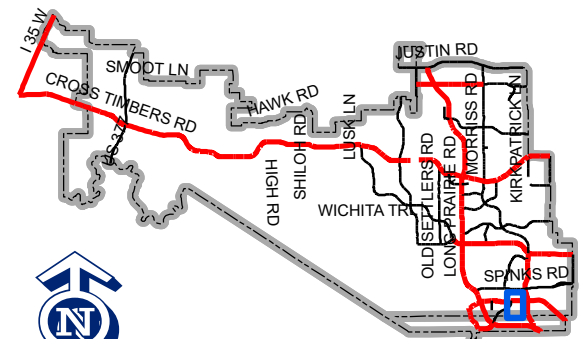
LEGEND

Campus Commercial
 Campus Industrial
 *Combined Uses-See Ordinance
 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

0 375 750 1,500 Feet

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 10.698 ACRE TRACT OF LAND IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NO. 692, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT DISTRICT-31 (PD-31) WITH CC CAMPUS COMERCIAL DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-201 (PD-201) WITH CERTAIN 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 being approximately 10.698 acres of land in the Joseph Knight Survey, Abstract No. 692, Denton County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein (the "Property"), have filed an application to change the zoning from Planned Development District-31 (PD-31) with CC Campus Commercial District uses to Planned Development District-201 (PD-201) with certain CI Campus Industrial District uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on April 8, 2024, and the Town Council of the Town held a public hearing on April 15, 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, as amended, are hereby amended on the hereinafter described Property and area to establish a Planned Development District as shown below:

Approximately 10.698 acres of land in the Joseph Knight Survey, Abstract No. 692, Denton County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein.

Planned Development District-201 (PD-201) with certain CI Campus Industrial District uses.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Conceptual Elevations, and Conceptual Renderings of the proposed Planned Development District No. 201 (PD-201), attached hereto as Exhibits "B," "C," "D," "E," and "F," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, Conceptual Elevations, and Conceptual Renderings for this Planned Development District No. 201 (PD-201).

SECTION 3

The Land Development Regulations of the Town, as amended, are hereby amended by repealing Planned Development District-31 (PD-31).

SECTION 4

The official Zoning Map of the Town 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. 201 (PD-201), as set forth above.

SECTION 5

The use of the Property shall be subject to all restrictions, terms, and conditions contained herein and in Exhibits "B," "C," "D," "E," and "F" 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, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 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 15TH DAY OF APRIL, 2024.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 10.698 acre tract of land described in the Joseph Knight Survey, Abstract No. 692, Town of Flower Mound, Denton County, Texas, said tract being part of that certain tract of land described in Special Warranty Deed to PS Silveron/RMR, L.P. recorded in Document Number 2018-9044 the Official Records of Denton County, Texas; said 10.698 acre (465,985 square feet) tract being more particularly described as follows:

BEGINNING, at a 1/2-iron rod with "DAA" cap found for corner on the south end of a right-of-way corner clip at the intersection of the south right-of-way line of Lakeside Parkway (a 120-foot wide public right-of-way) and the east right-of-way line of Silveron Boulevard (a 90-foot wide public right-of-way);

THENCE, North 38 degrees, 40 minutes, 06 seconds East, along said corner clip, a distance of 42.71 feet to a 1/2-iron rod with "DAA" cap found for corner; said point being the beginning of a non-tangent curve to the right;

THENCE, along the said south line of Lakeside Parkway, the following two (2) calls:

In a northeasterly direction, along said curve to the right, having a central angle of 03 degrees, 30 minutes, 10 seconds, a radius of 940.03 feet, a chord bearing and distance of North 87 degrees, 25 minutes, 49 seconds East, 57.46 feet, an arc distance of 57.47 feet to a point for corner; from said point a 1/2-inch iron rod with "DAA" cap bears S 01°54' E, 0.3 feet.

North 89 degrees, 10 minutes, 54 seconds East, a distance of 769.48 feet to a point for corner; said point being the northwest corner of Lot 1R, Block A, Lakeside Ridge Addition, an addition to the Town of Flower Mound, Texas according to the plat recorded in Document Number 2014-175 of said Official Records; from said point a 1/2-inch iron rod with "RPLS 5069" cap bears N 75°38' E, 0.8 feet.

THENCE, departing the said south line of Lakeside Parkway, along the west line of said Lot 1R, Block A and the west line of Lot 2-X, Block A, Lakeside Ridge Addition, an addition to the Town of Flower Mound, Texas according to a plat recorded in Document Number 2013-361 of said Official Records, the following three (3) calls:

South 00 degrees, 19 minutes, 21 seconds East, a distance of 301.19 feet to a 1/2-iron rod with "DAA" cap found for corner;

South 01 degrees, 11 minutes, 59 seconds East, a distance of 410.08 feet to a 1/2-iron rod with "DAA" cap found for corner;

South 01 degrees, 03 minutes, 57 seconds East, a distance of 325.64 feet to a point for corner; said point being the northeast corner of that certain tract of land described in Special Warranty Deed to Duke Reality Land, LLC recorded in Document Number 2022-31361 of said Official Records;

THENCE, departing the said west line of Lot 2-X, Block A and along the northeast line of said Duke Reality Land, LLC tract, the following nine (9) calls:

North 30 degrees, 50 minutes, 35 seconds West, a distance of 156.86 feet to an angle point;

North 48 degrees, 22 minutes, 41 seconds West, a distance of 236.98 feet to an angle point;

North 39 degrees, 28 minutes, 05 seconds West, a distance of 146.80 feet to an angle point;

North 54 degrees, 09 minutes, 06 seconds West, a distance of 153.52 feet to an angle point;

North 16 degrees, 58 minutes, 31 seconds West, a distance of 87.11 feet to an angle point;

North 50 degrees, 46 minutes, 40 seconds West, a distance of 66.65 feet to an angle point;

North 37 degrees, 16 minutes, 18 seconds West, a distance of 141.84 feet to an angle point;

North 10 degrees, 48 minutes, 39 seconds East, a distance of 20.93 feet to an angle point;

North 69 degrees, 44 minutes, 44 seconds West, a distance of 245.35 feet to a point for corner in the said east line of Silveron Boulevard, said point also being the northwest corner of said Duke Reality Land LLC tract and being in a non-tangent curve to the left;

THENCE, in a northeasterly direction along the said east line of Silveron Boulevard and said curve to the left, having a central angle of 09 degrees, 39 minutes, 55 seconds, a radius of 895.00 feet, a chord bearing and distance of North 02 degrees, 00 minutes, 31 seconds West, 150.80 feet, an arc distance of 150.98 feet to the POINT OF BEGINNING;

CONTAINING: 10.698 acre or 465,985 square feet of land, more or less.

Exhibit B
Development Standards

Planned Development District – 201 (PD-201)
Box @ Lakeside and Silveron

The development on the property comprising approximately 10.697 acres of land within the corporate limits of the Town of Flower Mound ("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.* The following Exhibits are incorporated into this planned development.
- (1) Exhibit "C": Conceptual Site Plan.
 - (2) Exhibit "D": Conceptual Landscape Plan.
 - (3) Exhibit "E": Conceptual Elevations.
 - (4) Exhibit "F": Conceptual Building Renderings.
- (b) *Permitted uses.* The following uses listed in the CI Campus Industrial District in the Town's Zoning Ordinance shall be permitted in this Planned Development.
- (1) Accessory retail/service uses
 - (2) Accessory use, general (98-972)
 - (3) Amusement and recreation (indoors) (98-973)
 - (4) Bank or savings and loan
 - (5) Building material yard and construction office, town
 - (6) Cleaning/laundry shop with pickup station
 - (7) College or university
 - (8) Community center, public
 - (9) Fire station /public safety
 - (10) Florist
 - (11) Heliport
 - (12) Helistop
 - (13) Hotel or motel (98-1003)
 - (14) Laboratory, medical and dental
 - (15) Laboratory, scientific and research
 - (16) Lithographic or print shop
 - (17) Local utility line
 - (18) Mailing and shipping service
 - (19) Museum, library or art gallery, public
 - (20) Office, general business and professional
 - (21) Office, medical and dental extended care
 - (22) Office—showroom/warehouse
 - (23) Park or playground, public
 - (24) Personal improvement services
 - (25) Public building, shop or yard
 - (26) Railroad Track

- (27) Restaurant, general
 - (28) School, business
 - (29) Sewage pump station
 - (30) Solar panel systems (98-1002)
 - (31) Studio, television or radio
 - (32) Swimming pool, commercial (outdoors)
 - (33) Telephone equipment station
 - (34) Theater
 - (35) Warehousing and wholesale, general
- (c) Circumstantial Specific uses. The following uses are permitted subject to Section 98-1010.
- (1) Retail, large tenant (100,000 square feet or more)
 - (2) Retail, large tenant (between 25,000 and 49,999 square feet)
 - (3) Retail, large tenant (between 50,000 and 74,999 square feet)
 - (4) Retail, large tenant (between 75,000 and 99,999 square feet)
- (d) Specific uses. The following uses listed in the CI Campus Industrial District in the Town's Zoning Ordinance shall be permitted in this Planned Development with a Specific Use Permit (SUP) approved by the Town Council:
- (1) Alcoholic beverage establishment with production area greater than 6,000 square feet (98-1009)
 - (2) Amusement and recreation (outdoors)
 - (3) Boutique vendor market, indoor (98-1006)
 - (4) Car wash, automatic
 - (5) Communication tower, commercial (98-977)
 - (6) Day care center
 - (7) Electrical energy generating plant
 - (8) Electrical line/substation, high voltage (98-979)
 - (9) Extended stay hotel (98-1004)
 - (10) Health club or athletic club
 - (11) Hospital
 - (12) Institution, drug or psychiatric treatment
 - (13) Private franchise utility (not listed)
 - (14) Recycling drop-off center (98-990)
 - (15) Restaurant, fast food
 - (16) School, commercial trade
 - (17) Transmission pipeline (98-997)
 - (18) Water well, storage or pump station
- (e) Temporary uses. The uses listed as Temporary Uses in the CI Campus Industrial District in the Town's Zoning Ordinance shall be permitted as only upon approval of a temporary use permit in this Planned Development in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits."

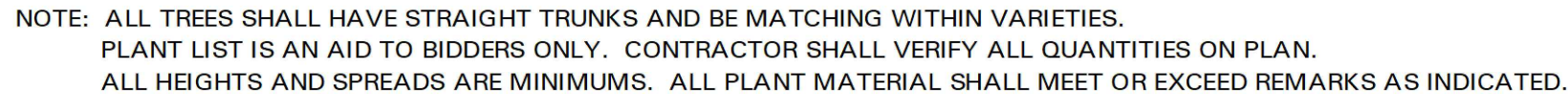
- (f) *Dimensional regulations.* The dimensional regulations listed in the CI Campus Industrial District in the Town's Zoning Ordinance shall be required in this Planned Development. This Planned Development does not alter the applicable dimensional regulations.
- (g) *Environmental protection plan.* Development of the property is subject to the approved Environmental Protection Plan.
- (h) *Miscellaneous standards.*
 - (1) *Warehousing and wholesale, general.*
 - a. A minimum of ten percent (10%) of the floor area of any warehouse shall be devoted to office, showroom, and/or other administrative areas.
 - b. The site plan application submitted for approval shall comply with the conceptual elevations as shown on "Exhibit E," which shall incorporate the quality of design as depicted on the Conceptual Building Renderings contained in "Exhibit F."
 - (2) *Warehousing and wholesale, general and office—showroom/warehouse.*
 - a. *Trailer storage.* Overnight storage of any trailer, other than a trailer occupying a dock door, is prohibited.
 - b. *Roof-top units.* All roof-top units shall be placed no closer than twenty feet (20') from the north, south, and west edges, respectively, of the building.
 - c. *Dock door canopies.* Each dock door shall be improved with a canopy whose final design, material, and finish shall comply with the Conceptual Elevations as shown on "Exhibit E."
 - d. *Enhanced entry and open space.* To complement the attention to the design and quality of materials as shown on "Exhibit F," enhanced main entry and open space amenity details shall be provided as shown on Sheet Numbers L2.01 and L2.02 within "Exhibit D."
- (i) *Exceptions.* The following exceptions to the Town's Ordinances shall apply to this Planned Development.
 - (1) *Driveway spacing – chapter 32.* An exception to the access management policy and criteria regarding driveway spacing contained in the Town's Engineering Design Criteria and Construction Standards adopted through chapter 32 of the Flower Mound Code is granted to permit the driveway spacing as shown on Exhibit "C."

(2) *Street buffer landscaping and trees* – sections 82-242 and 94-62.

- a. An exception to section 82-242(a)(1), “Street buffer landscaping,” is granted for portions of the Property frontage along Lakeside Parkway to permit a variable (0’ – 60’) width landscape buffer as shown on Exhibit “D.”
- b. An exception to section 94-62, “Street buffer trees,” is granted for the planting location for required street buffer trees along Silveron Boulevard as shown on Exhibit “D.” The required number of trees shall be planted within one foot (1’) outside of the street buffer, which is between fifteen feet (15’) and sixteen feet (16’) from the property line. The fifteen-foot (15’) street buffer shall also serve as a proposed fifteen-foot (15’) water easement to accommodate the future extension/realignment of the re-use waterline serving the immediate area.

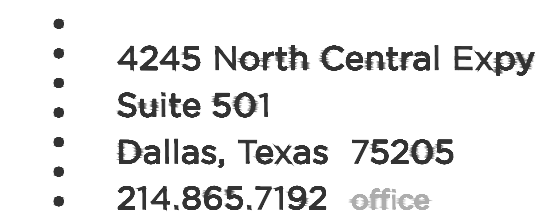
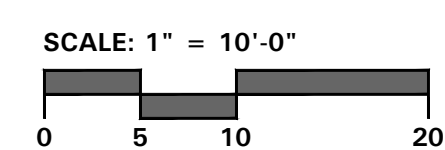
(3) *Topographic slope* – section 98-147.

- a. An exception to section 98-147, “Topographical slope protection,” is granted to permit development on existing topographical slopes of twelve percent (12%) or greater, or to alter any existing topographical slopes that are less than twelve percent (12%) but equal to or greater than five percent (5%), as depicted in the approved Environmental Protection Plan.
- b. The developer shall provide detailed drawings that illustrate the impact of the proposed development on the natural topography and the manner by which the development is integrated into, reflects, and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, for subsequent record plat applications, the developer shall conform with the following:
 - i. The identification of those specific Best Management Practices (“BMPs”) that will be used to maintain and responsibly integrate the development into the natural topography together with an explanation regarding their use within the plans for such development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town’s Engineering Design and Construction Standards.
 - ii. The use of retaining walls taller than four feet (4’) in height will be required to support the project. Any retaining wall four feet (4’) or greater in height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet (8’) in height are discouraged.



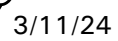
• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office

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FLOWER MOUND
TX

Authorization



Design Team



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214-871-9078

CIVIL
ENGINEER

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7557 RAMBLER ROAD SUITE 1400
DALLAS, TEXAS 75231
972-235-3031

LANDSCAPE
ARCHITECT

BELLE FIRMA
4245 NORTH CENTRAL EXPY, SUITE 501
DALLAS, TEXAS 75205
214-865-7192

ENVIRONMENTAL

INTEGRATED ENVIRONMENTAL
SOLUTIONS, LLC

301 W ELDORADO PARKWAY, SUITE 101
MCKINNEY, TEXAS 75069

972-562-7672

Issue Package

[illegible]

Job No.

23075

Sheet Title

CONCEPTUAL LANDSCAPE
ENLARGEMENT LAN

Sheet Number

L2.02

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**BOX @
LAKESIDE
AND
SILVERON**

FLOWER MOUND
TX

Authorization

PRELIMINARY
NOT FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION

Design Team

OWNER  BOX INVESTMENT GROUP, LLC
921 EAST WAGGOMAN ST
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972-897-2060

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CIVIL
ENGINEER

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ARCHITECT

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301 W ELDORADO PARKWAY, SUITE 101
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972-562-7672

Issue Package

No.	Date	Description
-----	------	-------------

Job No.

3003.00

Sheet Title
CONCEPTUAL ELEVATIONS

Sheet Number

A4.100

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ELEVATION NOTES

1. ALL RETAINING/DRAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIAL ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE (PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
7. FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. PROHIBITED SIGNS
8. ALL ELECTRICAL PANELS, GUTTERS, DOWNSPOUTS, AND OTHER CONDUIT AND DRAINAGE SHALL BE PAINTED TO MATCH THE COLOR AND MATERIAL OF THE BUILDING TO WHICH IT IS BEING ATTACHED.

MATERIAL LEGEND

	PC-1	CONCRETE TILT WALL PAINTED FINISH SW 7028 INCREDIBLE WHITE		ST-1	CONCRETE TILT WALL STONE VENER - GLOBAL STONE SERVICES GASCONGNE BEIGE
	PC-2	CONCRETE TILT WALL VERTICAL FORMLINER / PAINTED SW 7031 MEGA GREIGE		GL-1	TINTED VISION GLAZING
	PC-3	CONCRETE TILT WALL PAINTED FINISH SW 7032 WARM STONE		MT-1	METAL CANOPY PREFABRICATED SW 7032 WARM STONE
	PC-4	CONCRETE TILT WALL PAINTED FINISH SW 7047 PORPOISE			

MATERIAL USE TABLE

	NORTH ELEV	SOUTH ELEV	EAST ELEV	WEST ELEV	SW ELEV
TOTAL FAÇADE	8,481 SF	6,209 SF	15,738 SF	14,516 SF	3,070 SF
FAÇADE (EXCLUSIVE OF DOORS/WINDOWS)	6,558 SF	6,184 SF	15,449 SF	12,279 SF	3,070 SF
DOORS AND WINDOWS	1,923 SF	25 SF	289 SF	2,237 SF	0 SF
PRIMARY MASONRY TOTALS (MIN 80%)	5,829 SF / 89%	6,064 SF / 98%	15,362 SF / 99%	12,139 SF / 99%	3,070 SF / 100%
CONCRETE WALL (SMOOTH)	2,856 SF / 44%	5,149 SF / 83%	10,971 SF / 71%	10,299 SF / 84%	2,500 SF / 81%
CONCRETE WALL (FORMLINER)	1,032 SF / 16%	619 SF / 10%	3,693 SF / 24%	1,374 SF / 11%	570 SF / 19%
CONCRETE WALL (STONE VENEER)	1,941 SF / 33%	296 SF / 5%	698 SF / 5%	466 SF / 4%	0 SF / 0%
SECONDARY METAL ACCENT	729 SF / 11%	120 SF / 2%	87 SF / 1%	140 SF / 1%	0 SF / 0%

5 BUILDING - NORTH
SCALE: 1/16" = 1'-0"

4 BUILDING - SOUTHWEST
SCALE: 1/16" = 1'-0"

3 BUILDING - SOUTH
SCALE: 1/16" = 1'-0"

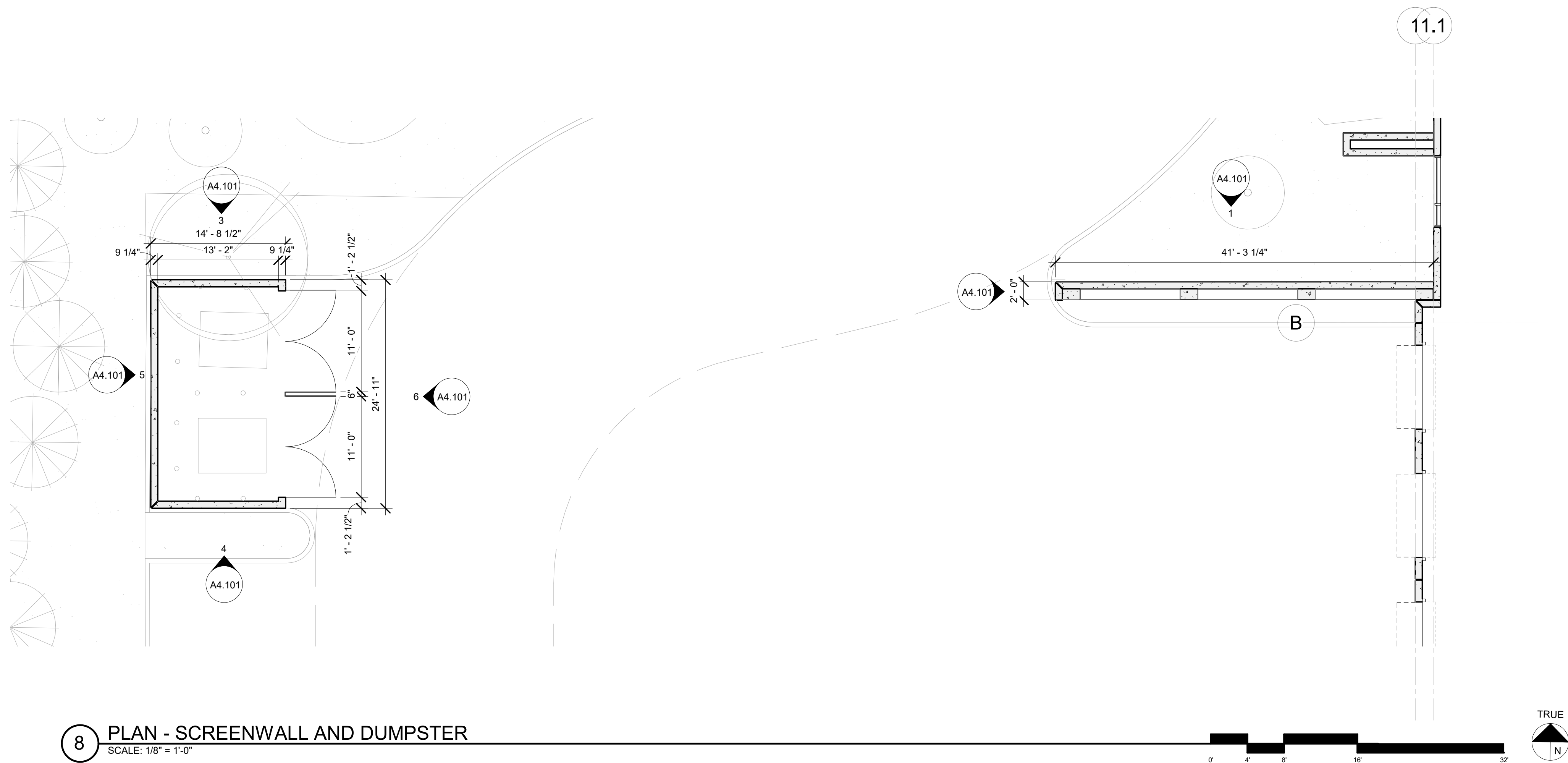
2 BUILDING - WEST
SCALE: 1/16" = 1'-0"

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

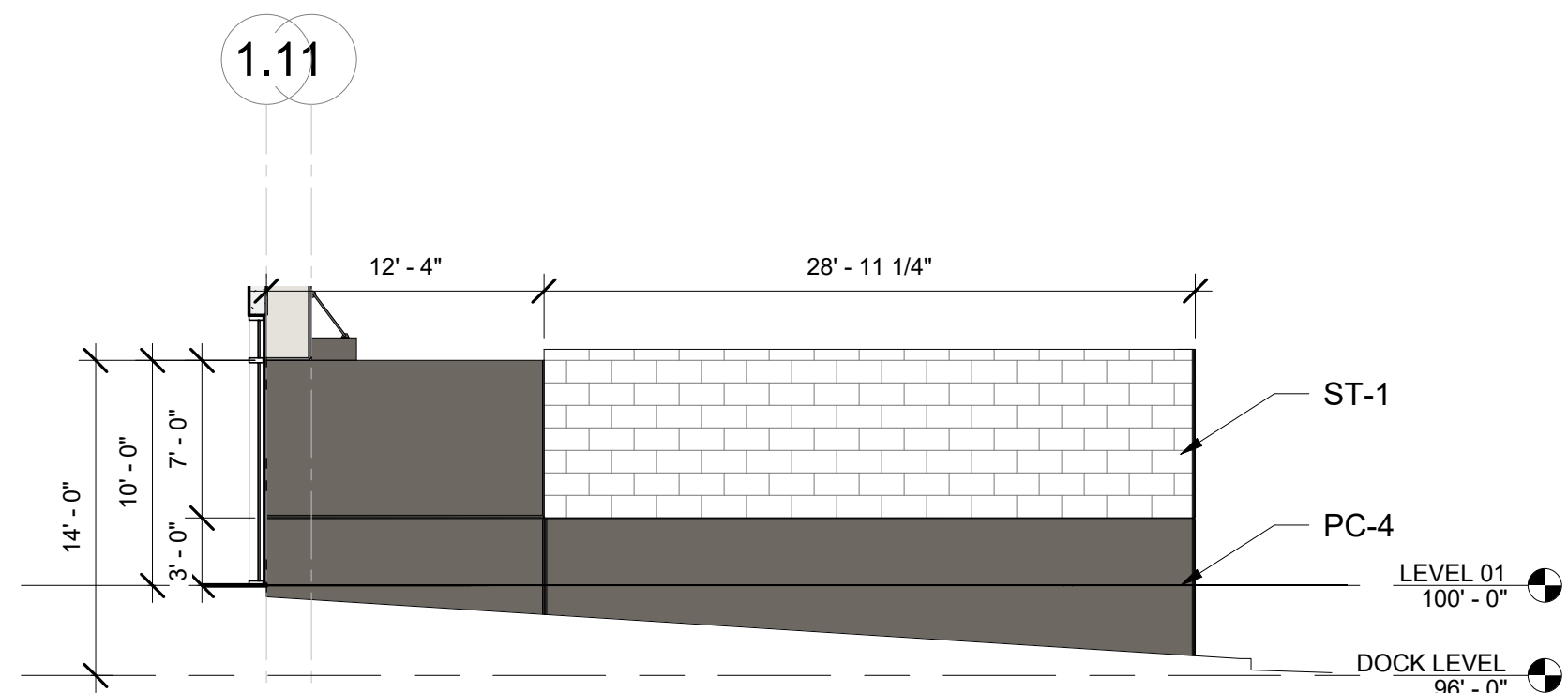
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2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OF MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW
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6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
7. FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. - PROHIBITED SIGNS
8. ALL ELECTRICAL PANELS, GUTTERS, DOWNSPUTS, AND OTHER CONDUIT AND CONDITIONS SHALL BE PAINTED TO MATCH THE COLOR AND MATERIAL OF THE BUILDING TO WHICH IT IS BEING ATTACHED.

	PC-1	CONCRETE TILT WALL PAINTED FINISH SW 7028 INCREDIBLE WHITE		ST-1	CONCRETE TILT WALL STONE VENEER - GLOBAL STONE SERVICES GASCOIGNE BEIGE
	PC-2	CONCRETE TILT WALL VERTICAL FORMLINER / PAINTED SW 7031 MEGA GREIGE		GL-1	TINTED VISION GLAZING
	PC-3	CONCRETE TILT WALL PAINTED FINISH SW 7032 WARM STONE		MT-1	METAL CANOPY PREFABRICATED SW 7032 WARM STONE
	PC-4	CONCRETE TILT WALL PAINTED FINISH SW 7047 PORPOISE			

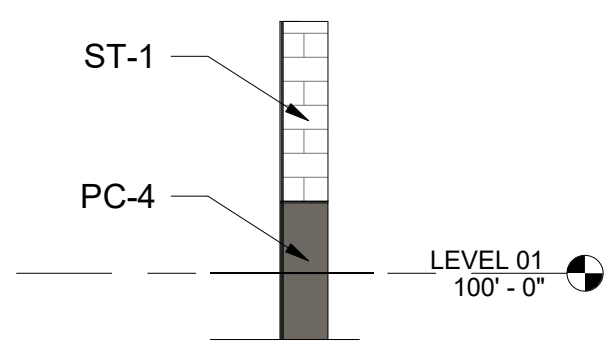
	NORTH ELEV	SOUTH ELEV	EAST ELEV	WEST ELEV	SW ELEV
TOTAL FACADE	8,481 SF	6,209 SF	15,738 SF	14,516 SF	3,070 SF
FACADE (EXCLUSIVE OF DOORS/WINDOWS)	6,558 SF	6,184 SF	15,449 SF	12,279 SF	3,070 SF
DOORS AND WINDOWS	1,923 SF	25 SF	289 SF	2,237 SF	0 SF
PRIMARY MASONRY TOTALS (MIN 80%)	5,829 SF / 89%	6,064 SF / 98%	15,362 SF / 99%	12,139 SF / 99%	3,070 SF / 100%
CONCRETE WALL (SMOOTH)	2,856 SF / 14%	5,149 SF / 83%	10,971 SF / 71%	10,299 SF / 84%	2,500 SF / 81%
CONCRETE WALL (FORMLINER)	1,032 SF / 16%	619 SF / 10%	3,693 SF / 24%	1,374 SF / 11%	570 SF / 19%
CONCRETE WALL (STONE VENEER)	1,941 SF / 30%	296 SF / 5%	698 SF / 5%	466 SF / 4%	0 SF / 0%
SECONDARY METAL ACCENT	729 SF / 11%	120 SF / 2%	87 SF / 1%	140 SF / 1%	0 SF / 0%



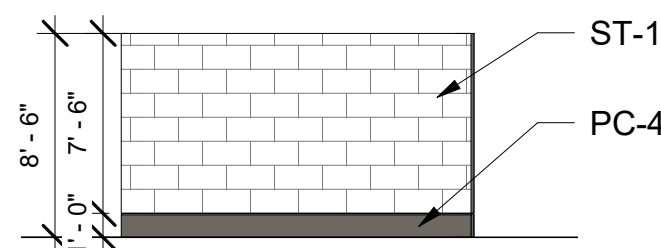
8 PLAN - SCREENWALL AND DUMPSTER
SCALE: 1/8" = 1'-0"



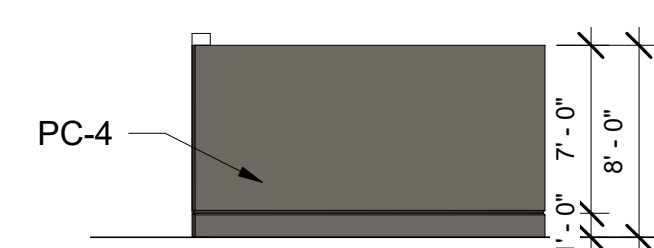
1 SCREENWALL - NORTH
SCALE: 1/8" = 1'-0"



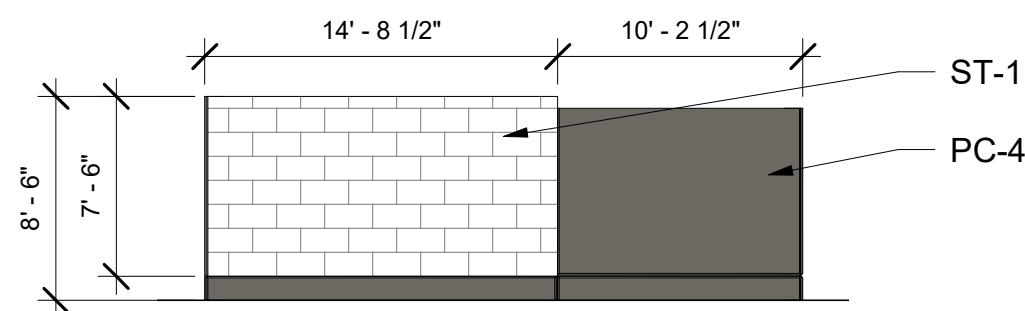
2 SCREENWALL - WEST
SCALE: 1/8" = 1'-0"



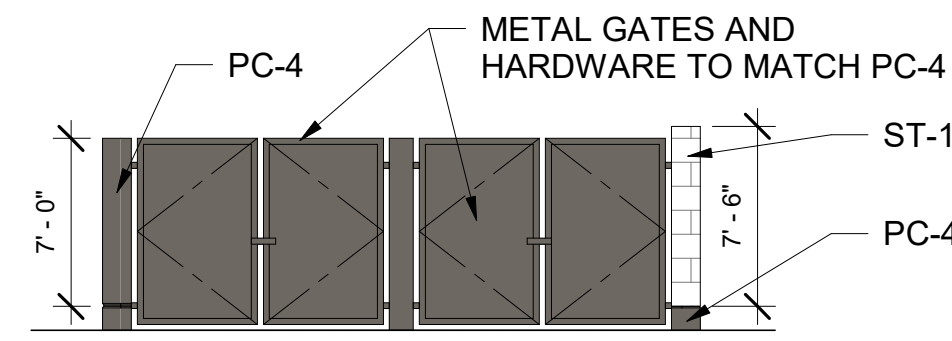
3 DUMPSTER - NORTH
SCALE: 1/8" = 1'-0"



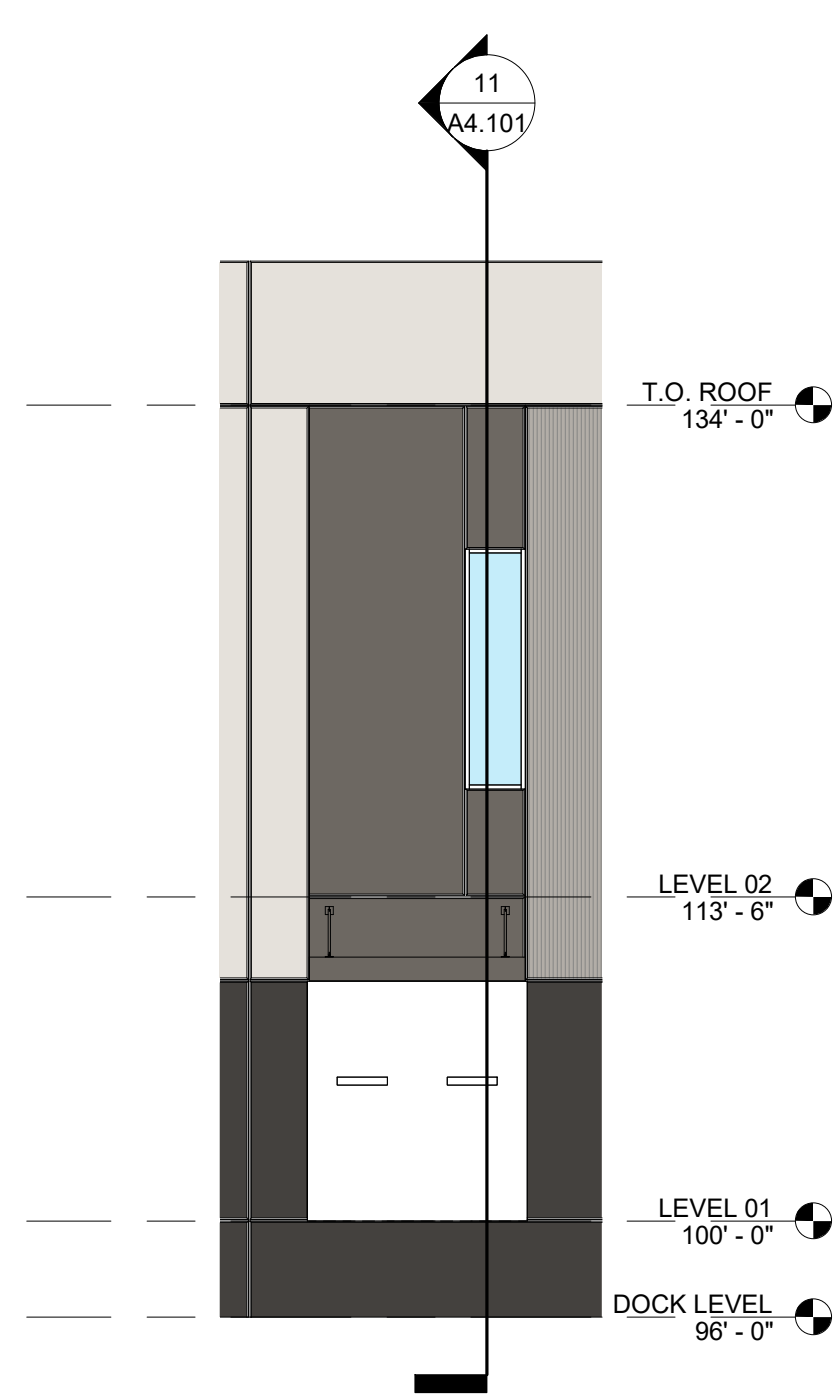
4 DUMPSTER - SOUTH
SCALE: 1/8" = 1'-0"



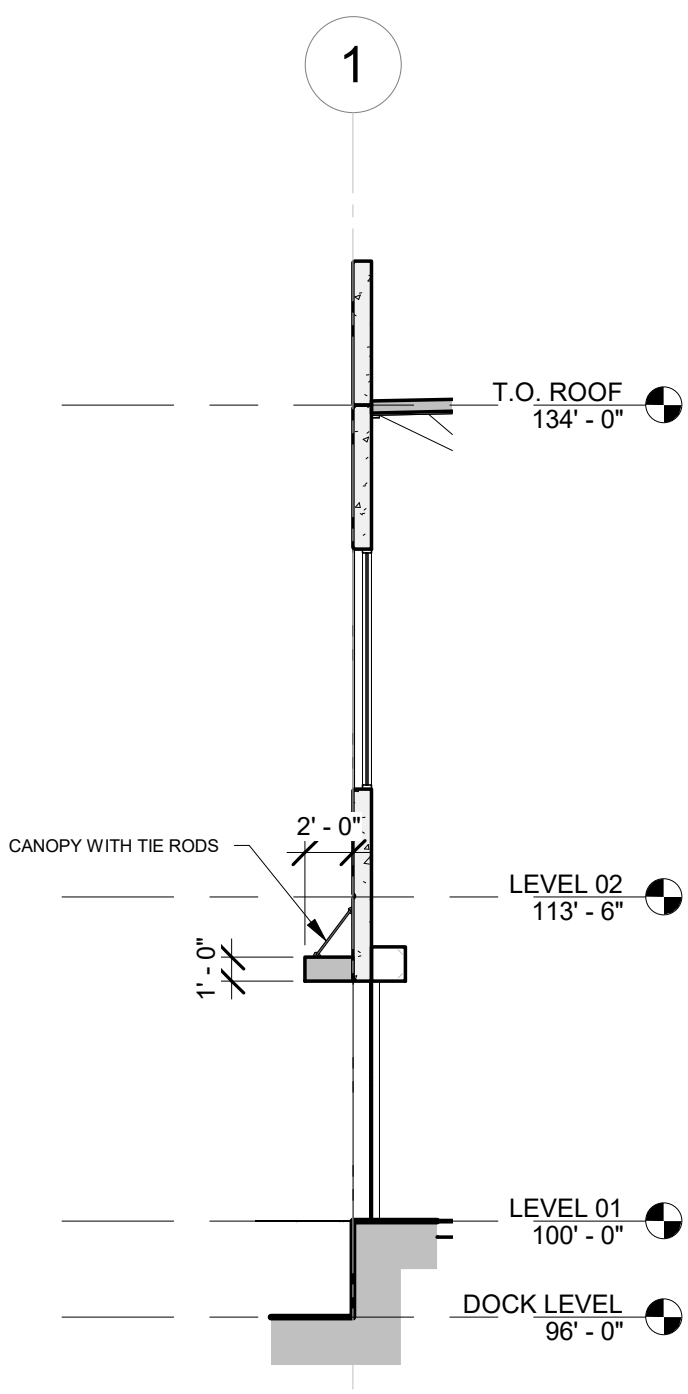
5 DUMPSTER - WEST
SCALE: 1/8" = 1'-0"



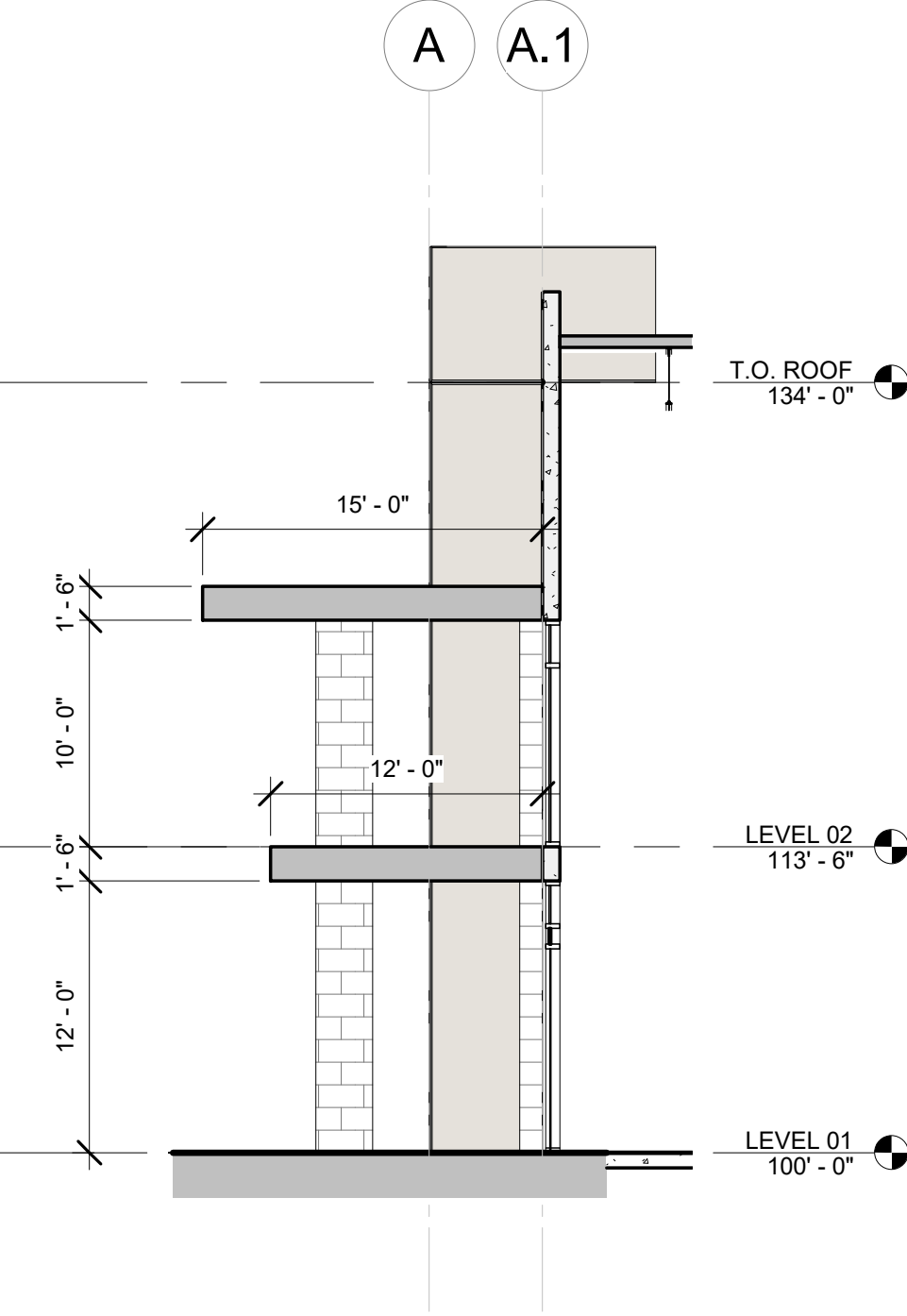
6 DUMPSTER - EAST
SCALE: 1/8" = 1'-0"



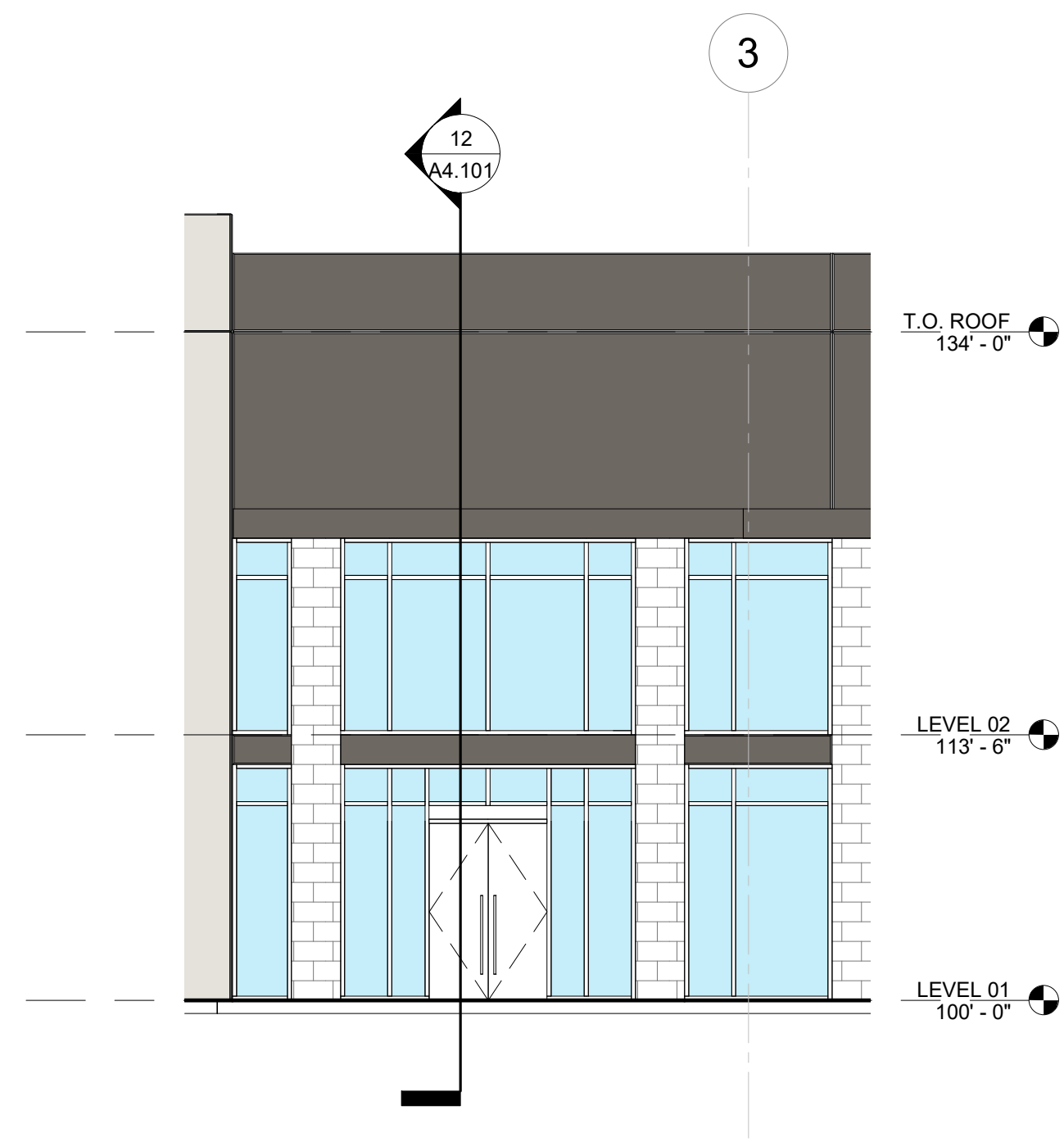
9 DOCK ELEVATION
SCALE: 1/8" = 1'-0"



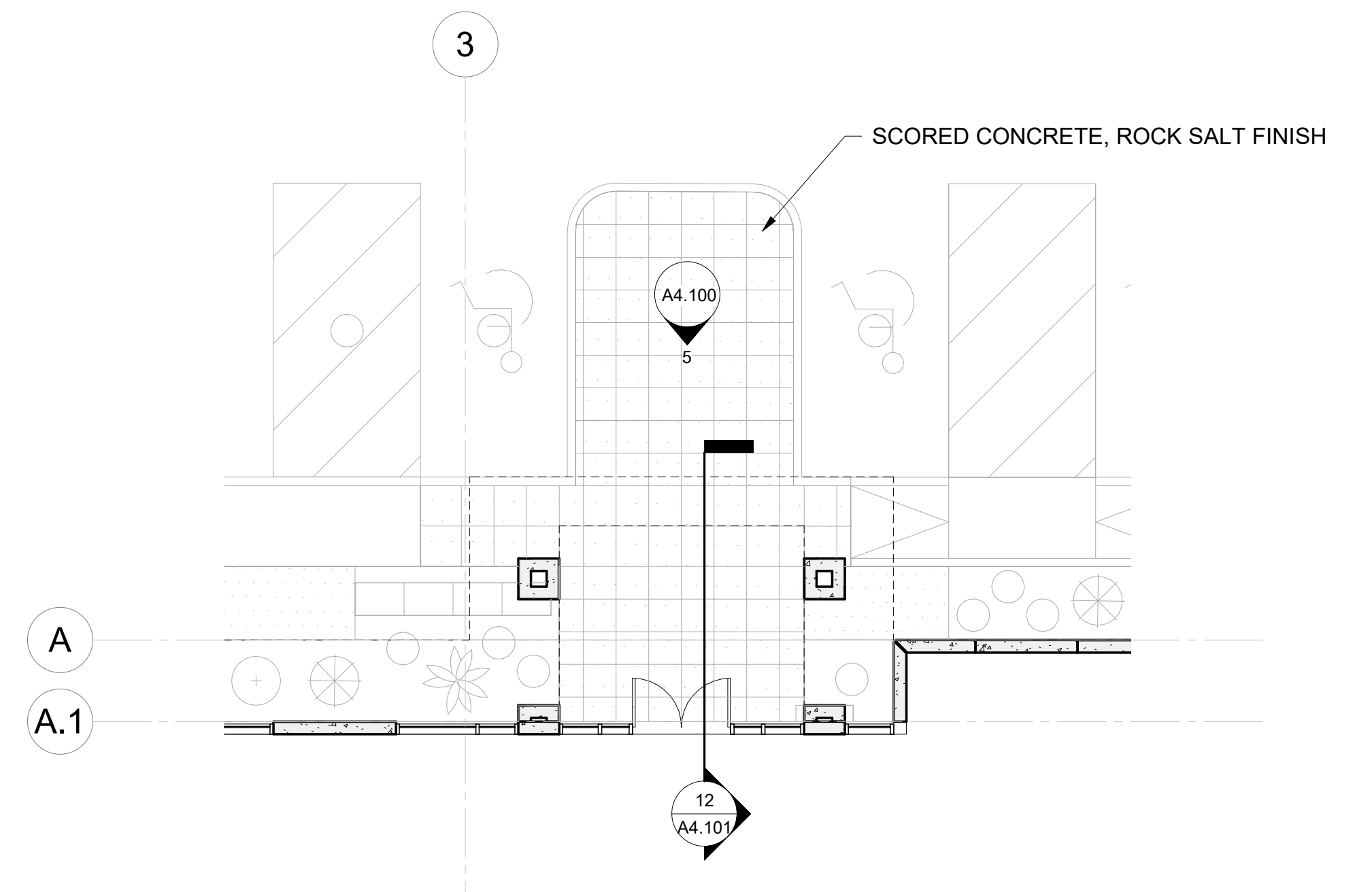
11 DOCK SECTION
SCALE: 1/8" = 1'-0"



12 ENTRY SECTION
SCALE: 1/8" = 1'-0"



13 ENTRY ELEVATION
SCALE: 1/8" = 1'-0"



14 PLAN - ENTRY
SCALE: 1/8" = 1'-0"



Exhibit F



Box @ Lakeside and Silveron
conceptual building renderings 3-28-2024

Exhibit F



Box @ Lakeside and Silveron
conceptual building renderings 3-28-2024



TOWN COUNCIL AGENDA M.6. REGULAR ITEM(S)

DATE: April 15, 2024
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP24-0002) for one (1) specimen tree on property proposed for development as Box Investment Group. The property is generally located south of Lakeside Parkway and east of Silveron Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 5 to 1 at its March 6, 2024, meeting.)**

BACKGROUND: The Box Investment Group is generally located south of Lakeside Parkway and east of Silveron Boulevard. The site is approximately 10.7 acres in size. The site is currently zoned Planned Development District-31 (PD-31) with Campus Commercial (CC) uses. The applicant is requesting to rezone the property to Planned Development District No. 201 (PD-201) with Campus Industrial District (CI) uses. According to the tree survey for the project, the site contains six specimen trees. The applicant is requesting the removal of one (1) specimen tree (Tree #88 – 22” post oak). The specimen tree proposed for removal is in good condition and located within the proposed buildable area.

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 its size, 44” of replacement trees, equaling fifteen (15) three-inch caliper trees, are required for the removal of the specimen trees on this site. In addition, protected trees removed from the buildable area may also require replacement at a tree-for-tree rate. Protected tree mitigation / replacement and credits will be determined with the subdivision site plan application – once final engineering has been completed for the project.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its March 6, 2024, meeting. The ECC recommended approval of the requested permit to remove one specimen tree. The ECC meeting can be viewed at <https://flowermoundtx.new.swagit.com/videos/299275>.

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

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Photograph of specimen tree proposed for removal
3. Specimen Tree Removal Permit Application
4. Specimen Tree Survey

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



February 8, 2024

Mr. James Hoefert

Environmental Review Analyst
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: **Letter of Intent – Specimen Tree Removal for Box @ Lakeside and Silveron**
10.698 acre tract
Lakeside Parkway and Silveron Boulevard, Texas

Dear Mr. Hoefert:

Box Investment Group has proposed a new 80,850 s.f. development on 10.698 acres at the southeast corner of Lakeside Parkway and Silveron Boulevard. Though this is a challenging site to develop, we have worked closely with the civil engineer, architect, and developer to preserve as many existing trees on site as possible. The collected efforts have resulted in the preservation of five (5) Specimen Trees onsite. However, the proposed development still impacts one (1) Specimen Tree that we are requesting to remove. The intent of this letter is to individually identify the Specimen Tree located on the above-mentioned property (including species, size, and health) that is proposed for removal as well as provide a brief explanation on why tree removal is necessary.

All tree information listed below references the Tree Survey Field Data, tree locations, and proposed site development as reflected on sheets L1.01 – Specimen Tree Preservation Plan and L1.02 – Tree Survey Data, dated February 8, 2024. Also attached to this letter is a labeled photo of the existing Specimen Tree listed below that is proposed to be removed.

To summarize, the site contains a total of six (6) Specimen Trees. Five (5) are proposed to be preserved and are identified to be in good health. One Specimen Tree (1) is proposed to be removed. The tree is individually identified below with reason for removal as follows:

NO.	DIA.	SPECIES (common name)	SPECIES (botanical name)	HEALTH	REASON FOR REMOVAL
88	22"	Post Oak	<i>Quercus stellata</i>	Healthy	Parking Lot

Thank you for your time and consideration with this matter. Please contact me if you have any questions.

Sincerely,

Kori Haug, ASLA, CLARB
President
Belle Firma, Inc.

#88 Post Oak *Quercus stellata*
(Healthy)





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:

Kori Haug, ASLA, CLARB
Belle Firma, Inc.

Address:

4245 N. Central Expressway
Suite 501
Dallas, Texas 75205

Phone:

214.865.7192

Applicant's Legal Interest in the Property:

Landscape Architect - Texas Registration #2246

2. Property Owner(s)

Name(s): PS Silveron/RMR LP

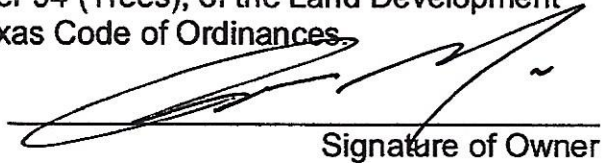
Address: 212 S. Palm Avenue, Suite 200, Alhambra, CA 81801

3. Location and Legal Description of Property:

10.698 acre tract of land described in the Joseph Knight Survey, Abstract No. 692, Town of Flower Mound, Denton County, Texas, said tract being part of that certain tract of land described in Special Warranty Deed to PS Silveron/RMR,L.P. recorded in Document Number 2018-9044 the Official Records of Denton County, Texas.
See full legal description attached.

4. Owner's Authorization of Representation

I, PS Silveron/RMR LP, the owner of the above described real property, do hereby authorize Kori Haug of Belle Firma, Inc. 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.


Signature of Owner

See notary seal next page

Given Under My Hand and Seal of Office
This the ___ Day of _____, 20__

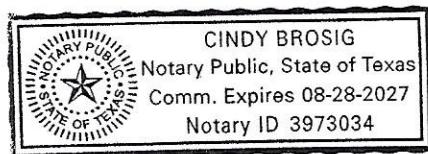
Notary Public
In and For _____ County,
California.

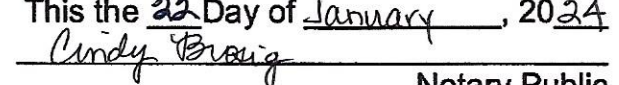
5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Kori Haug, 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.


Signature of Applicant

Landscape Architect License No. 2246
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 22 Day of January, 2024

Notary Public
In and For Dallas County, Texas

6. Received by Town of Flower Mound on (Date) 2/08/2024 by
(initials) JRH.

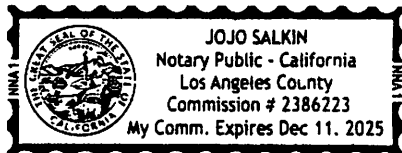
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

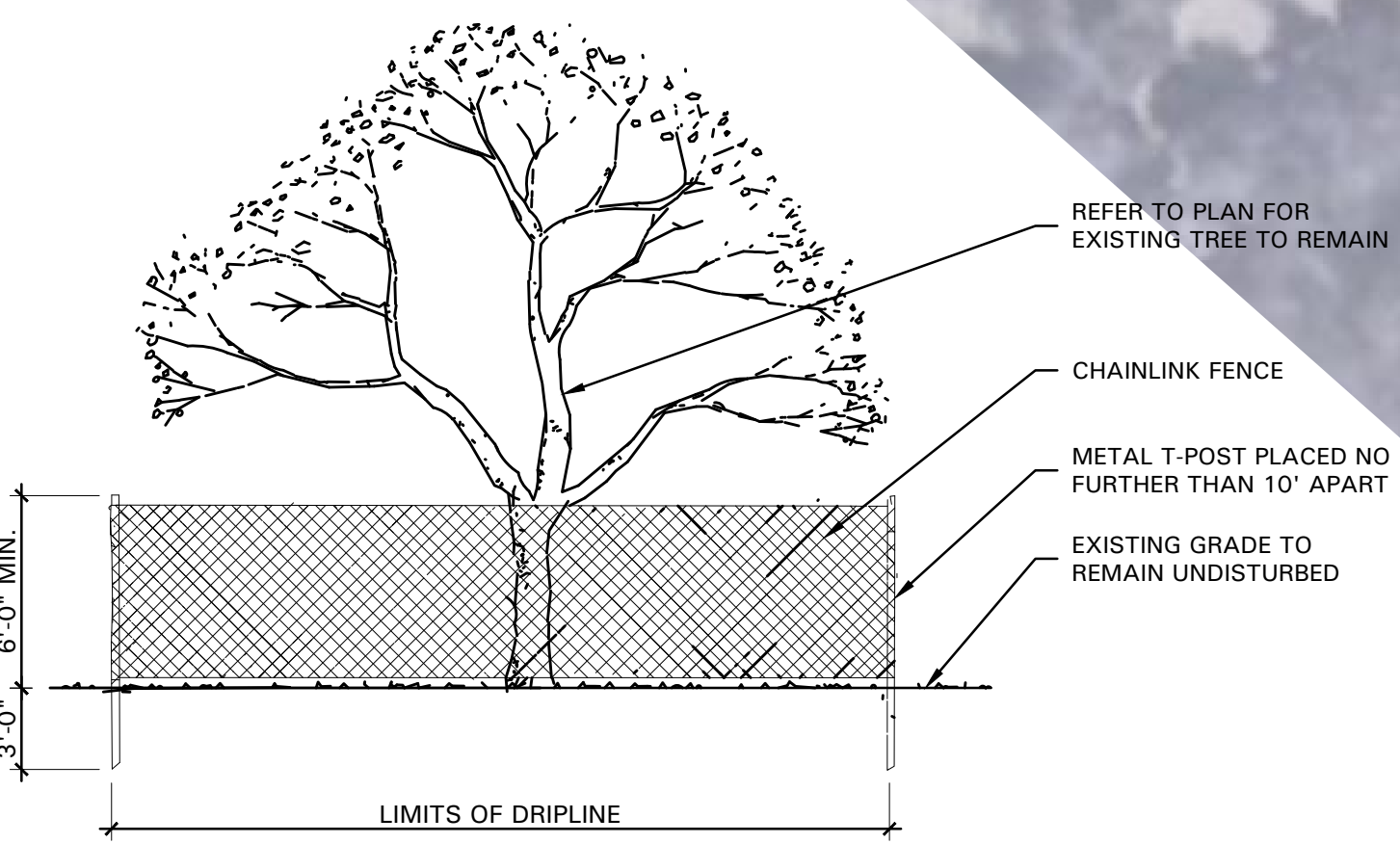
Subscribed and sworn to (or affirmed) before me on this 16th
day of January, 2024, by Robert Yu

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature 



TREE SURVEY FIELD DATA													
No.	Dia. (Inches)	Species (common name)	Species (botanical name)	Average Canopy Spread (Feet)	Specimen or Historic	Protected	Health	Northing	Easting	Status	Remarks	Upland or Riparian ESA	Tree Credits
SPECIMEN TREES													
3	25	Post Oak	<i>Quercus stellata</i>	26	Specimen		Healthy	7047605.343	2412838.428	To Remain	Buildable Area	Yes	
88	22	Post Oak	<i>Quercus stellata</i>	22	Specimen		Healthy	7047335.066	2413113.475	To Be Removed	Buildable Area	Yes	
156	24	Post Oak	<i>Quercus stellata</i>	25	Specimen		Healthy	7047633.421	2412650.673	To Remain	Buildable Area	Yes	
157	22	Post Oak	<i>Quercus stellata</i>	22	Specimen		Healthy	7047479.639	2412768.362	To Remain	Buildable Area	Yes	
535	24	Post Oak	<i>Quercus stellata</i>	25	Specimen		Healthy	7047231.724	2412969.211	To Remain	Buildable Area	Yes	
545	25	Cedar Elm	<i>Ulmus crassifolia</i>	26	Specimen		Healthy	7047316.559	2412896.361	To Remain	Buildable Area	Yes	
Total Specimen Trees Located on Property												6	
Total Caliper Inches of Specimen Trees on Property													142
Total Caliper Inches of Specimen Trees To Be Removed													22
Total Caliper Inches of Specimen Trees To Be Removed Outside of ESA													0
Total Mitigation Required for Specimen Trees To Be Removed (2 X cal. inches removed)													0
Replacement Trees Required for Specimen Trees To Be Removed (3" cal.)									Replacement Trees Required, 3" cal.				0
Total Protected Trees Located on Property												203	

- ## LEGEND
- SPECIMEN TREES**
- | | |
|---|---|
|  | SPECIMEN EXISTING TREE
TO REMAIN |
|  | SPECIMEN EXISTING TREE
TO BE REMOVED |
|  | SPECIMEN TREE PROTECTION FENCING
TO REMAIN DURING CONSTRUCTION
REFER TO 02/L1.01 |

REFER TO L1.02 FOR TREE SURVEY DATA

 UPLAND HABITAT ESA
 RIPARIAN HABITAT ESA

NOTE:
NO SPECIMEN TREES ARE LOCATED OUTSIDE OF THE ESAs.
THREE (3) PROTECTED TREES LOCATION OUTSIDE OF ESAs.

• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office



TOWN COUNCIL AGENDA M.7. REGULAR ITEM(S)

DATE: April 15, 2024
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Public Hearing to consider approval of a Capital Improvement Agreement for the Furst Ranch Development, establishing a process and providing for the reimbursement of impact fees, and TIRZ #2 revenues for qualified capital improvement costs.**

BACKGROUND: This purpose of this item is to consider approval of a Capital Improvement Agreement (CIA) for the Furst Ranch development. The CIA outlines the process for the reimbursement of CIP Projects from Impact Fees and TIRZ Revenues.

This is a three-party agreement between the Developer, the TIRZ #2 Board of Directors, and the Town. The TIRZ #2 Board of Directors considered the same agreement at their April 15, 2024, meeting.

The process outlined in the attached agreement follows the Town standard capital reimbursement agreement whereby a developer who builds a capital project identified on the TIRZ #2 Final Project Plan is reimbursed for the cost to construct the capital improvement. At no point will the developer be reimbursed more than the actual cost of the improvement. The only projects that qualify for reimbursement are those identified as Tier 1 projects in the [TIRZ #2 Final Project and Financing Plan](#).

In general, the process outlined in the agreement is as follows:

1. The developer will submit plans to the Town for review and approval, including Town confirmation of the scope of the project and its cost.
2. Town staff will compile the project plans, scope, and cost together with the Town's standard Impact Fee Development Agreement (IFDA) to be considered by the Town Council.
3. Upon approval of the IFDA by Council, the developer may begin construction of the project.
4. Upon final inspection of the project by the Town, the Town will reimburse qualified project costs first through available impact fees, then through available TIRZ revenue. The agreement does not require the Town to appropriate funds from any other source.

The agreement also allows the Town to be reimbursed from TIRZ revenues on projects it elects to complete.

BOARD REVIEW/CITIZEN FEEDBACK: This agreement is being considered by the TIRZ #2 Board of Directors at their April 15, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Capital Improvement Agreement

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

FURST RANCH CAPITAL IMPROVEMENT AGREEMENT

This Furst Ranch Capital Improvement Agreement (the "Agreement") is entered into by and between the Board of Directors of Tax Increment Reinvestment Zone Number 2, Town of Flower Mound (the "Board"), the Town of Flower Mound, Texas, (the "Town") and 1171 Commercial LLC (the "Developer").

Definitions:

"CIP Projects" are only projects on the Town's Capital Improvement Plan that are Impact Fee eligible. These projects include an obligation of the Town to provide funding as a reimbursement to the Developer. CIP Projects are not neighborhood specific costs for which the Town does not provide a reimbursement to other developers. CIP Projects include: roads, water, sewer, water re-use (not including water re-use plant) that are Impact Fee eligible and on the Town's Capital Improvement Plan, and will go through the normal Impact Fee qualifying process. CIP Projects are subject to change at the sole discretion of the Town, in accordance with state law.

"Developer" means 1171 Commercial LLC and their successors and assigns.

"Impact Fees" are all impact fees imposed by the Town in accordance with Chapter 395, Texas Local Government Code, as amended.

"TIRZ Revenues" are an amount equal to all of fifty percent (50%) of the ad valorem property taxes levied and collected by the Town for each year on the captured appraised value of real property taxable by the Town and located within the 1,609 acre Furst Ranch Development ("Property").

The Town and the Board agree that the process for the reimbursement of CIP Projects from Impact Fees and TIRZ Revenues is set forth below:

1. The Developer shall submit plans to the Town's Engineering Department on a project-by-project basis utilizing the Town's Impact Fee Development Agreement ("IFDA") form and process when Developer is ready to begin construction of CIP Projects. This process will also include Town staff confirmation of project scope and costs as agreeable/accurate (e.g. "Project A"). The Town will follow its normal impact fee process for Project A and this will be memorialized in an IFDA for Project A.
2. Once Project A or a portion thereof is inspected and accepted (if applicable) by the Town as complete in accordance with the approved construction drawings, Town staff will then remit the Project A IFDA total (which was identified in Step 1) to the Town's finance department, which will be booked as an obligation against the Property's Impact Fees and TIRZ Revenue collected.
3. Impact Fees from the Property, including any portion thereof, will be collected by the Town at issuance of building permits on the Property.
4. On a quarterly basis, and until all IFDA obligations are paid in full, Impact Fees collected from the Property will be accounted for by the Town and offset against the outstanding total reflected in the IFDA, and then remitted to the Developer of Project A.
 - a. Any excess Impact Fees or TIRZ Revenue collected after Project A is paid in full, would then flow to Project B and then to the next IFDA project.

5. Annually and generally in April of each year, the Town's finance department will calculate the total TIRZ Revenue collected for ONLY properties located within the Property boundaries, and will use those funds as an offset to the principal balance for Project A as reflected in the IFDA. TIRZ Funds will be remitted to Developer annually ("TIRZ Credit").
 - a. If a balance remains on the Project A IFDA, then the next quarter, Impact Fees collected will continue to be remitted to the Project A Developer until the Project A obligation is retired. This is repeated until all Project A IFDA principal amounts have been reimbursed to the Developer of Project A.
 - b. TIRZ Credits are obligated to a project based on the date of the Town's acceptance of the project, irrespective of project type, i.e. water, sewer, roads, water reuse.
 - c. The developer of each Town accepted CIP Project will receive reimbursement from the Impact Fees and the TIRZ Credit. Two developers cannot receive reimbursements for the same CIP Project (but if more than one developer builds portions of a single CIP Project each will be reimbursed for the segment they build).
 - d. If the Town elects to complete a CIP Project ("Town Initiated CIP Project"), then the Town will be eligible to receive reimbursement from the TIRZ Revenues in the order prescribed below:
 - i. The Town's completion of the Town Initiated CIP Project, in the same manner as a developer completion, will establish the same obligation in the Town's finance department to direct funding of TIRZ Revenues in the order of priority of first-in/first-out.
 - ii. At no time will another developer/project or Town/project "jump" previously accepted and completed CIP Project or portion thereof.

For Example: If developer "A" completes a CIP Project on Year 1, developer "B" completes a CIP Project on Year 2, and the Town completes a CIP Project on Year 3. developer "A" gets reimbursed first, then developer "B" of year 2, then the Town.

1. Projects that are not included in this Agreement for purposes of TIRZ Credit or Impact Fee reimbursement:
 1. Funding of TIRZ Tier 2 projects – those are non-impact fee eligible projects.
 2. The proposed water reuse plant; no one developer can carry that cost; however, water re-use lines are included in the above proposal.

2. Legislative Functions. Nothing in this Agreement is intended to usurp or otherwise limit future legislative action of the Town Council, including, but not limited to, whether to terminate or extend the life of Tax Increment Reinvestment Zone Number 2. In addition, nothing in this Agreement obligates the Town Council to appropriate funds from any other source to fund the infrastructure costs contemplated herein.
3. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
 - a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
 - b. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
 - c. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
 - d. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.
4. FORM 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section

2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultant are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultant are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

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

Approved and executed this _____ day of _____, 2024

ATTEST:

TOWN OF FLOWER MOUND, TEXAS

Theresa Scott,
Town Secretary

By: _____

Name: Derek France

Title: Mayor

Date: _____

1171 COMMERCIAL LLC

By: _____

Name: Jack D. Furst

Title: Chief Executive Officer and President

Date: _____

TAX INCREMENT REINVESTMENT ZONE NUMBER 2, TOWN OF FLOWER MOUND

By: _____

Name: Derek France

Title: Chairman of the Board

Date: _____