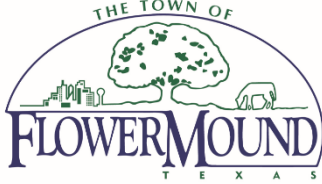


**FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION,
AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**



August 5, 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@flowermound.gov 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. Administer Oath of Office to Alissa Janke, Municipal Judge
2. Recognition of Top 10 readers from the Library Summer Reading Program

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

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

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. August 15 - Work Session (Budget)
2. August 19 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Minutes - 7/15 & 7/18 - Consider approval of the minutes from a regular meeting held on July 15, 2024, and a Strategic Planning Retreat held on July 18, 2024.
2. Consider approval of the purchase of Radio Frequen - Consider approval of the purchase of Radio Frequency Identification (RFID) equipment and automated handling machine using American Rescue Plan Act (ARPA) funds for the Flower Mound Public Library in the amount of \$170,255.26.
3. 2024 F250 4WD Supercab w/ Liftgate - Consider approval of the purchase of purchase (1) 2024 F250 4WD Supercab w/ Liftgate and listed options for a grand total of \$62,237.00
4. Purchase of 2 Vehicles - Parks Department - Consider approval of the purchase (1) 2024 F250 Supercab XL 8' bed with listed options for \$55,208.00 and (1) 2023 F350 Reg Cab with Service body for \$66,081.50 per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford in the amount of \$121,289.50 utilizing the TIPS USA Cooperative Contract #210907.
5. Ash Street Pro Rata Agreement - Consider approval of a Pro-Rata Agreement between Cezary Wozniak and the Town of Flower Mound for the construction of approximately 362 feet of 8-inch water line, approximately 472 feet of 8-inch sanitary sewer line, approximately 450 linear feet of road paving improvements south on the east side of Ash Street, approximately 250 linear feet of road paving improvements south on the west side of Ash Street , and associated apparatuses on Ash Street in the Pecan Acres Addition; consider adopting an ordinance providing for said Pro-Rata Agreement; and authorization for the Mayor to execute same on behalf of the Town.

6. 2024 CDBG Annual Action Plan - Consider approval of a resolution authorizing the adoption of the Program Year 2024 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
7. River Walk Public Improvement District No. 1 - Consider approval of an ordinance adopting the 2024-2025 annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.
8. FY 23-24 Budget Amendment #4 - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23, Ordinance No. 20-24, and Ordinance No. 30-24 for adjustments to the Library Development Fund and the Justice Seizures Fund.
9. Animal Adoption Center HVAC Replacement - Consider approval of a quotation from Texas Air Systems for turnkey replacement of six existing AAON Indoor & Outdoor Air units at Animal Adoption Center utilizing BuyBoard Supplier contract #720-23, in the amount of \$432,642.00.
10. Set Crime District Budget - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 19, 2024, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 16, 2024, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
11. Set Fire District Budget - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 19, 2024, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 16, 2024, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

K. REGULAR ITEM(S)

1. Peters Colony Memorial Park - Consider approval of a Construction Agreement with Millis Development and Construction - Dallas, LLC., for the Peters Colony Memorial Park project, in the amount of \$3,562,629.67; and authorization for the Mayor to execute same on behalf of the Town.
2. Bordeaux Way Concrete Panel Replacements - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction, Inc., for work associated with Bordeaux Way Reconstruction project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$1,439,864.63.

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory

Committee, Community Development Corporation, 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), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as 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.
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, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

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

N. RECONVENE

O. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: August 2, 2024, at 2:55 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



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

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4
with the following member(s) absent:

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
Chuck Jennings, Director of Parks and Recreation
Matt Woods, Director of Environmental Services

B. INVOCATION

Mayor Moore called for a moment of silence in honor of former Councilmember Jim Engel, who recently passed away.

Chaplain Liles gave the invocation.

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

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

Mayor Moore led the pledges.

D. PRESENTATION(S)

1. Special recognition - Jeff Tasker, Municipal Court Judge
Mayor Moore recited the proclamation and presented it to Mr. Tasker.

E. PUBLIC COMMENT

	Speaker name and address	Subject (as written on the form)
1.	Vinay Kudithipudi, 1813 Johnson Pl	K.4, SP23-0014

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor Moore and Councilmembers offered messages of sympathy and condolence on the passing of former Councilmember Jim Engel.

G. TOWN MANAGER'S REPORT

Mr. Childers (on behalf of staff) offered a message of sympathy and condolence on the passing of former Councilmember Jim Engel.

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Employee Recognition
Mr. Childers recognized the following employees for their 15+ years of service to the town:
 1. Chris Horton, Fire Department
 2. Hose Green, Police Department
 3. Augustine Sanaseros, Information Technologies
 - b. Independence Fest
Mr. Jennings provided an Independence Fest recap. Mayor Moore and Councilmembers expressed their thanks for all the work that went into making this a successful event.

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 future agenda item requests for:

1. Having a Jim Engel memorial trophy at the next Independence Fest in his honor and given his love for car shows, and where his family selecting the winner
2. Interest in discussing a road expansion at Consolvo and Simmons

There was Council consensus to proceed with a future agenda item on these topics.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all members of Council plan to attend the following meetings.

1. July 18 - Strategic Planning Retreat (9am - 4pm)
2. August 5 - Regular Meeting

J. CONSENT ITEM(S)

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

ACTION:	Brian Taylor moved to approve items J.1 - 5 as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

1. Minutes - 7/1 - Consider approval of the minutes from a regular meeting held on July 1, 2024.
2. Campaign Finance Reporting (inactive candidates) - Consider approval of a Resolution to authorize the Town Secretary to terminate the campaign treasurer appointments of inactive candidates and inactive political committees for filers that have been inactive for over two years.

RESOLUTION NO. 09-24

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, TERMINATING INACTIVE CAMPAIGN TREASURER APPOINTMENTS FOR

FILERS THAT HAVE BEEN INACTIVE FOR MORE THAN TWO YEARS AND PROVIDING AN EFFECTIVE DATE.

3. Presiding Municipal Judge - Consider approval of an ordinance to appoint the Presiding Municipal Judge to Judge Alissa Janke for the period of August 1, 2024, through December 31, 2024.

ORDINANCE NO. 28-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. Alternate Municipal Judge - Consider approval of an ordinance amending Ordinance No. 12-23 for Alternate Judge Stephanie Askew.

ORDINANCE NO. 29-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AMENDING ORDINANCE 12-23 FOR ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. Budget Amendment #3 - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23 and Ordinance No. 20-24 for adjustments to the COVID-19 Fund.

ORDINANCE NO. 30-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AS ADOPTED BY ORDINANCE NO. 37-23 AND AMENDED BY ORDINANCE NO. 52-23 AND ORDINANCE NO. 20-24, BY PROVIDING for adjustments to the COVID-19 FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

K. REGULAR ITEM(S)

1. Denton Creek Blvd Bridge Construction Award - Consider approval of a Construction Agreement with Urban Infraconstruction LLC for the Denton Creek

Blvd Bridge and Water Line project, in the amount of \$9,392,100.00; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Riggs gave a presentation identifying or noting:

- Denton Creek Bridge project background and location
- Master Plan (thoroughfare, water re-use water plans)
- verified bid results
- project funding and schedule

and he responded to questions from Council regarding:

- debt requirement

ACTION:	Adam Schiestel moved to approve K.1. as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

2. Trotter Park Master Plan - Public Hearing to consider recommendation and approval of a conceptual master plan for Trotter Park, a 13.11 acre park located at 4551 Cross Timbers Road.

Mr. Jennings gave a presentation identifying or noting:

- background information

Consultant Presentation: David Shipp, MHS Planning & Design

Mr. Shipp gave a presentation identifying or noting:

- project timeline
- public engagement dates
- stakeholder comments and needs identified
- site photos
- slope map
- site plan options
- conceptual renderings and site master plan
- and he, or Mr. Jennings, responded to questions or comments from Council regarding:
- the number of pickleball courts and interest in having more
- trail width - interest in 8 ft concrete and 6 feet soft
- feedback for just pickleball courts instead of both pickleball and tennis

- clarification regarding total demand needs
- trees
- rationale for decomposed granite
- funding sources
- what is the difference from what is presented tonight to the bond election
- court hours and lighting
- concerns about parking on Mark Twain
- multiple uses is a plus for meeting family needs at the park

Mayor Moore opened the public hearing at 7:18 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.	Nancy Kleckner, 1801 Rue De Isabelle	None	Kirthe Narasimhan, 5316 Park Ridge Rd
2.			Kathy Blair, 5113 Forest Hill
3.			Scott Langley, 800 Carter Ct
4.	Joy Drew, 4606 Remington Park*		

**Indicates do no wish to speak*

Mayor Moore closed the public hearing at 7:27 p.m.

ACTION: Adam Schiestel moved to approve K.2. as presented, with the following modifications: 12 pickleball courts and an 8-foot-wide concrete path. Chris Drew seconded the motion.

AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. CAC Expansion & Renovation Study Presentation - Presentation of the Community Activity Center Expansion and Renovation Study conducted by Barker Rinker Seacat Architecture.

Mr. Childers introduced the item. Mr. Jennings provided background information.

Consultant Presentation

Craig Bouck, and Mick Massey, Barker Rinker Seacat (BRS) Architecture gave a presentation identifying or noting:

- community activity center feasibility study vision
- project schedule, including timeline
- project program
- public survey
- side-by-side comparison
- top priorities
- area summary
- existing building - dry and wet area improvements
- imagery - gym, multipurpose turf, fitness floor, ramp, stairs, group fitness rooms, indoor playground, child watch, party rooms, control desk, fitness pool, lockers/changing rooms
- proposed schedule
- budget, total project costs
- operations plan
- cost recovery
- operating assumptions (expense and revenue budget), including local fees comparison, pro forma
- recommendations summary
- next steps

and he responded to questions or comments from Council regarding:

- percentage of users coming from North of 1171 and West of 2499, and what's driving the public to the facility from those areas of town
- possibility of having uses that are not typical
- what's the rationale for moving the basketball courts
- hours of operation (open earlier on Sunday and later on weekdays to balance that)
- interest in 100% cost recovery for non-residents
- types of programming
- concessions area
- interest in seeing existing and future revenue comparisons
- cost recovery calculations (capital cost)

This was a discussion item only. No Council action was taken.

4. SP23-0014 - Silver Pagoda Addition - Consider a request for a Site Plan (SP23-0014 – Silver Pagoda Addition) to develop a Religious assembly and a rectory, with a partial exception to Section 82-302, Compatibility buffer, of the Code of Ordinances. The property is generally located at the western terminus of

Cherokee Path. (PZ recommended approval by a vote of 6 to 0 at its June 24, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location of the project
- land use and zoning
- site plan
- compatibility buffer exception
- landscape plan
- site photos
- elevations, renderings

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

- visual screening
- tree setbacks
- tree heights
- compatibility buffer
- process to allow the neighbors to waive having a tree

Applicant presentation: Javier Espinoza

Mr. Espinoza gave a presentation identifying or noting:

- current building condition
- technical requirements for their request
- tree placement

and responded to questions from Council regarding:

- tree placement

Mayor Moore extended an opportunity for neighboring residents to provide input regarding the placement of trees in the compatibility buffer area due to concerns raised about the possible structural impact given the size of the trees that is proposed adjacent to the retaining wall:

1. Vinay Kudithipudi, 1813 Johnson Pl
2. Steve Cassity, 317 Bridgewater Pl
3. Satyanarayana Vasireddy, 305 Bridgewater Pl
4. Vikas Goyal, 405 Bridgewater Pl

ACTION:

Brian Taylor moved to approve K.4. as presented, with the following modifications: for the compatibility buffer, trees on the west and north sides of the property are not required unless there is a future qualifying event with the addition of a new non-residential use on the property. Janvier Werner seconded the motion.

AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

5. TRP24-0005 - St. Philip the Apostle Catholic Church - Public Hearing to consider an application for a tree removal permit (TRP24-0005) for three (3) specimen trees on property proposed for development as St. Philip the Apostle Catholic Church for the proposed development Phases II and III. The property is generally located south of Cross Timbers Road, west of Flower Mound Road, and east of Scenic Drive. (The Environmental Conservation Commission recommended approval of two (2) trees (#7158 and #7159) and denial of one (1) tree (#4726) by a vote of 5 - 0 at its July 2, 2024, meeting.)

Mayor Pro Tem Martin announced that she is a church parishioner and will abstain from voting on this item even though she can legally.

Mr. Woods gave a presentation identifying or noting:

- project location
- project information
- tree survey

Applicant presentation: Jeff Miles

Mr. Miles gave a presentation identifying or noting:

- phases of future expansion

and he responded to questions from council regarding:

- clarification for the use of a circle drive off of an existing circle drive
- possibility of integrating the drop-off area within the current roundabout

Mayor Moore opened the public hearing at 9:16 p.m. No one spoke. Mayor Moore closed the public hearing at 9:16 p.m.

ACTION: Chris Drew moved to approve K.5 with the following modifications: approve tree numbers 7158 and 7159; deny 4726. Janvier Werner seconded the motion.
AYES: Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: Ann Martin
RESULT: 4 : 0

6. LDR24-0002 - Signs and Definitions Update - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR24-0002 – Signs and Definitions Update) by amending Chapter 74 “General Provisions,” Chapter 82 “Development Standards,” and Chapter 86 “Signs,” related to updated sign standards, processes, illustrations, and definitions. (PZ recommended approval by a vote of 6 to 0 at its July 8, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- background
- Ch. 74 - general provisions (clean up items - definitions)
- Ch. 82 - development standards (clean up items - clarifications and process)
- Ch. 86 - signs (definitions, new procedures, new illustrations)
- additional updates (prohibited signs, flags, and residential subdivision wall signs)

and she responded to questions from Council regarding:

- if a banner affixed to a fence is considered a sign

Mayor Moore opened the public hearing at 9:30 p.m. No one spoke. Mayor Moore closed the public hearing at 9:30 p.m.

ORDINANCE NO. 31-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 74, “GENERAL PROVISIONS,” CHAPTER 82, “DEVELOPMENT STANDARDS,” AND CHAPTER 86, “SIGNS,” OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SIGN STANDARDS, PROCESSES, ILLUSTRATIONS, AND DEFINITIONS; 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 ACCORDANCE WITH THE TOWN CHARTER; AND PROVIDING AN EFFECTIVE DATE.

ACTION:	Adam Schiestel moved to approve K.6. as presented in the agenda caption. Brian Taylor seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, 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), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

No action taken.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as 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 Moore announced that the Town Council is convening into a closed meeting at 9:30 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. Enforcement of Zoning Regulations
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, 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.

N. RECONVENE

The Town Council reconvened into an open meeting at 10:37 p.m., and no action was taken on the above items.

O. ADJOURN

Mayor Moore adjourned the meeting at 10:37 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Strategic Planning Retreat



July 18, 2024
Midwestern State University
Lecture Hall Rm #229 (2nd floor)
100 Parker Square
Flower Mound, TX 75028

9:00 a.m. - 4:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Administrative Note: The meeting location was moved from room 229 to 138 due to space needs. A sign was posted on the door of room 229 to alert the public of this change.

Mayor Moore called the strategic planning retreat to order at 9:09 a.m.

with the following members in attendance:

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Place 2
Brian Taylor, Place 3
Janvier Werner, Place 4

constituting a quorum with the following members of the Town Staff participating for all or some of the topics :

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
Bob Pegg, Assistant Director of Engineering
Matt Hotelling, Assistant Director of Public Works and Transportation
Ray Wilson, Director of Economic Development
Lexin Murphy, Director of Planning Services
Rachel Hadidi, Director of Library Services
Wendell Mitchell, Assistant Police Chief
Chuck Jennings, Director of Parks & Recreation
David Coulan, Police Chief
Jose Mendez, Director of Information Technology

Paul Henley, Fire Chief
Lynda Bolitho, Director of Human Resources
Meg Jakubik, Director of Budget Services
Melissa Demmitt, Director of Communications
Leslie Carillo, Senior Executive Assistant
Clay Riggs, Director of Public Works
Matt Woods, Director of Environmental Services
Blake Manuel, Management Analysis
Sarah Luxton, Senior Management Analysis
JP Walton, Chief Strategic Officer

with the following consultants participating for two of the topics:
Jon Roberts and Victoria Wilson, TIP Strategies (Economic Development Strategies)
Brandi Bird, Bird Advocacy and Consulting (Legislative Priorities)

B. PUBLIC COMMENT

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

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

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

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

No one spoke.

C. ITEM(S)

1. Discussion of the Town's Strategic Plan including objectives, action items, targets, and performance for the goals of:

Mr. Walton provided an overview of the objectives, action items, targets, and performance measures for the town goals as part of the strategic plan and as identified below. The Council discussed these same topics.

- a. Protect and Expand the Town's Tree Canopy
- b. Increase Open Space, Parkland, and Recreational Opportunities
- c. Adopt a Comprehensive and Strategic Economic Development Plan
- d. Implement Innovation Traffic Solutions

- e. Adopt a Future Facilities Strategy
- f. Adopt a Long-Range Financial Strategy
- g. Recruit and Retain High-Quality Staff
- h. Maintain Operational Continuity and Resiliency
- i. Promote Transparency and Public Engagement

2. And including discussions involving:

- a. Overview of the Strategic Plan
- b. Economic Development
- c. Legislative Priorities
- d. Infrastructure and Future Capital Improvement Projects
- e. Long-Range Financial Strategy (including a discussion on bonds)
- f. Cyber Security
- g. Public Feedback from Flomo Convos
- h. Survey results from Council and Staff
- i. Public Safety

D. ADJOURN

Administrative Note: Based on Council input during the strategic planning retreat, an update to the Town's Strategic Plan will be presented for Council adoption at a future meeting.

Mayor Moore adjourned the strategic planning retreat at 4:11 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: August 5, 2024
FROM: Rachel Hadidi, Director of Library Services
ITEM: **Consider approval of the purchase of Radio Frequency Identification (RFID) equipment and automated handling machine using American Rescue Plan Act (ARPA) funds for the Flower Mound Public Library in the amount of \$170,255.26.**

BACKGROUND: When the Library opened in 1985, barcodes were the only available inventory tool and are still being used today. This request is to convert the Library's collection of approximately 96,000 items to RFID inventory control and to add "smart return" technology. The combination of RFID tags and smart return equipment would enable items to be automatically checked in and immediately removed from patron's records as the items are placed in a return slot. \$170,255.26 is a one-time cost to purchase equipment and tags. Annual ongoing costs will amount to \$2000 to purchase RFID tags for new items for the collection, which will be purchased from the Library's operating fund.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$170,255.26

Proposed Expenditure/(Revenue)
\$170,255.26

Account Number(s):
378-588-00000-6100 - Office Equipment (ARPA Funds)

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bibliotheca - Flower Mound Public Library RFID Conversion.AMH Final Quote Final

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



Bill To

Town of Flower Mound
 3030 Broadmoor
 Flower Mound TX 75022
 United States

Ship To

Town of Flower Mound
 3030 Broadmoor
 Flower Mound TX 75022
 United States

Quote	QUO-US17713	Date	07/09/2024
Customer:	C0000338-US	Payment Terms:	50% on Order, 50% on Ship Net30
Quote Expiration:	11/29/2024	Sales Rep:	Zach Faulkner
Memo (External):	BuyBoard Contract #739-24		

Item	Quantity	Net Price	Net Extended
flexAMH Custom System (Includes shipping) FLXXXXXX-XXX	1	138,861.26	138,861.26
AMH Bin large 900 x 600 x 865mm AMH200041-000	7	859.00	6,013.00
Freight Premium Service SHP000002-000	1	1,510.00	1,510.00
RFID tag™ square (2,000/Roll) TAG000010-000	46	150.00	6,900.00
Tagging/Circulation Station 812 Lease - 1 month LEA000001-000	2	1,289.00	2,578.00
RFID workstation shielded NA STF000017-001	6	1,149.00	6,894.00
DLA Inventory Wand Assy HND000050-000	1	4,799.00	4,799.00
Introduction to DLA inventoryWand EDU080040-000	1	900.00	900.00
Managing an RFID Conversion EDU090011-000	1	1,800.00	1,800.00
Total:			170,255.26
Currency:			US Dollar

Terms and Conditions:



After 60 days, Bibliotheca, reserves the right to revise quote.

Freight charges are estimated, actual charges will be billed.

AMH systems will be invoiced at 50% order placement, 40% shipment, 10% at acceptance

Taxes are not finalized until invoiced based on shipping jurisdiction, taxability, and rates at that time.

A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

<https://www.bibliotheca.com/terms-of-sale-agreement/>

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____



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

DATE: August 5, 2024
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval of the purchase of purchase (1) 2024 F250 4WD Supercab w/ Liftgate and listed options for a grand total of \$62,237.00**

BACKGROUND: The Facilities Management Division is requesting the purchase of (1) 2024 F250 4WD Supercab with liftgate and listed options as per Town of Flower Mound specifications and vendor estimates via TIPS USE Cooperative Contract #210907 for \$62,237.00. This vehicle will replace the current unit scheduled to rotate out of service. The purchase and replacement of this vehicle are part of the approved Fiscal Year 23-24 budget and Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$62,237.00

Proposed Expenditure/(Revenue)

Account Number(s):

565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote

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



PRODUCT PRICING SUMMARY

TIPS USA TIPS RFP 210907 Automobiles
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND TRUCK 1

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD 3/4 TON

Date: July 11, 2024

A. Bid Item: _____

A. Base Price: \$ 48,195.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2B	2024 F-250 4WD SUPERCAB XL		610A	ORDER CODE	
99A	ENGINE 6.8L 2V V8 GAS	\$ 1,995.00		8' BOX XL 164 WB	\$ 350.00
90L	POWER EQUIPMENT GROUP	INC			
X3E	ELECTRONIC LOCKING W/3.73 AXLE RAT	\$ 430.00	4X4	4WD UPGRADE	\$ 3,955.00
TBM	TIRES LT245/75RX17E BSW A/T	\$ 165.00			
18B	RUNNING BOARDS	\$ 445.00			
52B	TRAILER BRAKE CONTROLLER	INC			
66S	UPFITTER SWITCHES (6)	\$ 165.00			

Total of B. Published Options: \$ 7,505.00

Published Option Discount (5%) \$ (147.50)

C. Additional Options

\$= 10.3 %

Options	Bid Price	Options	Bid Price
		EXTERIOR- WHITE	
		INTERIOR- VINYL 40/20/40	
		44F TRANSMISSION	
1 ADDITIONAL KEY TOTAL OF 3	\$ 175.00		
TRUX LIFTGATE 1300 2391	\$ 5,572.00		
HEADACHE RACK	INC		
BEDLINER	INC		

Total of C. Unpublished Options: \$ 5,747.00

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

\$ 500.00

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

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 250 miles

\$ 437.50

H. Subtotal:

\$ 62,237.00

I. Quantity Ordered 1 x K =

\$ 62,237.00

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 62,237.00

ESTIMATE

TRUX Service Body & Rigging
1550 East Cardinal
Beaumont, TX 77705

rlowrance@truxsbr.com
+1 (409) 718-0342



Bill to

SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Ship to

SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Estimate details

Estimate no.: 2391
Estimate date: 07/09/2024
Expiration date: 08/09/2024

#	Product or service	Description	Qty	Rate	Amount
1.	LIFTGATE	1300# PICKUP TRUCK LIFTGATE INSTALLED ON FORD F-250	1	\$4,358.00	\$4,358.00
2.	HEADACHE RACK	RKI WG11B BLACK STEEL HEADACHE RACK INSTALLED	1	\$714.00	\$714.00
3.	BEDLINER	HIGH PRESSURE SPRAY IN BEDLINER	1	\$500.00	\$500.00
4.		ATTN : SETH GAMBLIN FLOWER MOUND TRUCK #1			

Total **\$5,572.00**

Expiry
date 08/09/2024



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

DATE: August 5, 2024
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of the purchase (1) 2024 F250 Supercab XL 8' bed with listed options for \$55,208.00 and (1) 2023 F350 Reg Cab with Service body for \$66,081.50 per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford in the amount of \$121,289.50 utilizing the TIPS USA Cooperative Contract #210907.**

BACKGROUND: The Park Services Division of the Parks and Recreation Services Department is requesting the purchase of (1) 2024 F250 Supercab XL 8' bed with listed options for \$55,208.00 and (1) 2023 F350 Reg Cab with Service body for \$66,081.50 per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford in the amount of \$121,289.50 utilizing the TIPS Cooperative Contract #210907.

This purchase is to replace Unit No. 33000-08 and 33000-19; and is part of the approved Fiscal Year 23-24 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$121,289.50

Proposed Expenditure/(Revenue)
\$121,289.50

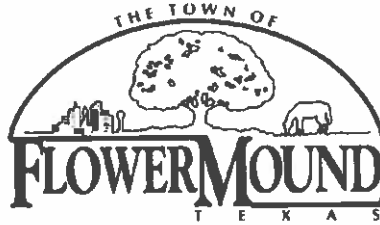
Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Documentation
2. Vehicle Pricing Summary and Quotes
3. Vehicle Purchase Requisition

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



Bid Award Recommendation

Date: 7/12/2024– VERF – FY24

Description: **Parks Services – Vehicle Replacement Package**

Qty.: 2 Vehicles

*Replaces: 33000-08, a 2014 Ford F250 Super Cab Pick-up Truck with 8' Bed – Parks
33000-19, a 2015 Ford F350 Regular Cab Truck with Service Body – Parks*

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

Item: **Truck Quote#2** Ford F250 Super Cab Pick-Up with 8 Foot Bed, Across the Bed Toolbox, Headache Rack and Spray in Bedliner with options identified on "Town of Flower Mound Truck 2" Quote Dated 7/11/2024 which includes Trux Upfit Estimate 2394.

Truck Quote#5 Ford F350 Regular Cab Truck with Service Body, Headache Rack, Spray in Bedliner and Options as identified on "Town of Flower Mound Truck 5" Quote Dated 7/11/2024 which includes Trux Upfit Estimate 2397.

Truck 2 – \$55,208.00

Truck 5 – \$66,081.50

**Total Cost of Vehicles, Equipment
& Installation: \$121,289.50**

It is Fleet Services recommendation to award the bid to **Silsbee Ford** in the amount of **\$121,289.50** utilizing the **TIPS USA Cooperative Contract # 210907**.

Fleet Services Manager

7/12/2024

Date



PRODUCT PRICING SUMMARY

TIPS USA TIPS RFP 210907 Automobiles
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND TRUCK 2

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512 436 1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: FORD 3/4 TON

Date: July 11, 2024

A. Bid Item: _____

A. Base Price: \$ 48,195.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2A	2024 F-250 2WD SUPERCAB XL		610A	ORDER CODE	
99A	ENGINE 6.8L 2V V8 GAS	\$ 1,995.00		8' BOX XL 164 WB	\$ 350.00
90L	POWER EQUIPMENT GROUP	INC			
X3E	ELECTRONIC LOCKING W/3.73 AXLE RAT	\$ 430.00			
TBM	TIRES LT245/75RX17E BSW A/T	\$ 165.00			
18B	RUNNING BOARDS	\$ 445.00			
52B	TRAILER BRAKE CONTROLLER	INC			
66S	UPFITTER SWITCHES (6)	\$ 165.00			

Total of B. Published Options: \$ 3,550.00

Published Option Discount (5%) \$ (147.50)

C. Additional Options

\$= 5.2 %

Options	Bid Price	Options	Bid Price
TRUX 2394	\$ 2,498.00	EXTERIOR- WHITE	
HEADACHRE RACK	INC	INTERIOR- VINYL 40/20/40	
SPRAY IN BED LINER	INC	44F TRANSMISSION	
CROSS BOX TOOLBOX	INC		
2 ADDITIONAL KEY TOTAL OF 3	\$ 175.00		

Total of C. Unpublished Options: \$ 2,673.00

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

\$ 500.00

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

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 250 miles

\$ 437.50

H. Subtotal:

\$ 55,208.00

I. Quantity Ordered 1 x K =

\$ 55,208.00

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 55,208.00

ESTIMATE

TRUX Service Body & Rigging
1550 East Cardinal
Beaumont, TX 77705

rflowrance@truxsbr.com
+1 (409) 718-0342



Bill to
SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Ship to
SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Estimate details

Estimate no.: 2394
Estimate date: 07/09/2024
Expiration date: 08/09/2024

#	Product or service	Description	Qty	Rate	Amount
1.	TOOL BOX	RKI C63AB ALUMINUM BLACK CROSSBOX INSTALLED	1	\$1,284.00	\$1,284.00
2.	HEADACHE RACK	RKI WG11B BLACK STEEL HEADACHE RACK INSTALLED	1	\$714.00	\$714.00
3.	BEDLINER	HIGH PRESSURE SPRAY IN BEDLINER	1	\$500.00	\$500.00
4.		ATTN : SETH GAMBLIN FLOWER MOUND TRUCK #2			

Total **\$2,498.00**

Expiry date 08/09/2024



PRODUCT PRICING SUMMARY

TIPS USA TIPS RFP 210907 Automobiles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND TRUCK 5

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: FORD F350 CHASSIS DRW

Date: July 11, 2024

A. Bid Item: _____

A. Base Price: \$ 49,775.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
F3G	2023 F-350 CHASSIS DRW 4X2 REG CAB X	\$ -	67A	350 DUAL ALTERNATORS	\$ 100.00
99N	7.3L GAS EN	\$ -	872	REAR VIEW CAMERA PREP KIT	\$ 415.00
90L	POWER EQUIPMENT GROUP	INC	512	SPARE TIRE, WHEEL, CARRIER W/ JACK	\$ 350.00
18Y	UPFITTER INTERFACE	\$ 445.00			
TBM	TIRES LT245/75RX17E BSW A/T	\$ 165.00	640A	ORDER CODE	
52B	TRAILER BRAKE CONTROLLER	INC	44G	TRANSMISSION	
18B	PLATFORM RUNNING BOARDS	\$ 445.00		60CA WB	
43C	110V/400W OUTLET	\$ 175.00			

Total of B. Published Options: \$ 2,095.00

Published Option Discount (5%) \$ (662.00)

C. Additional Options

\$= 27.2 %

Options	Bid Price	Options	Bid Price
TRUX SERVICE BODY 2397	\$ 13,911.00	EXTERIOR COLOR- WHITE (Z1)	
		INTERIOR- HD VINYL 40/20/40 (AS)	
1 ADDITIONAL KEY / FOB 3 TOTAL	\$ 175.00		

Total of C. Unpublished Options: \$ 14,086.00

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

\$ 350.00

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

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 250 miles

\$ 437.50

H. Subtotal:

\$ 66,081.50

I. Quantity Ordered 1 x K =

\$ 66,081.50

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 66,081.50

ESTIMATE

TRUX Service Body & Rigging
1550 East Cardinal
Beaumont, TX 77705

rflowrance@truxsbr.com
+1 (409) 718-0342



Bill to
SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Ship to
SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Estimate details

Estimate no.: 2397
Estimate date: 07/09/2024
Expiration date: 08/09/2024

#	Product or service	Description	Qty	Rate	Amount
1.	READING 60" CA DRW	READING 60" CA DRW STEEL SERVICE BODY, POWDER COATED WHITE WITH BUMPER AND FLUSH MOUNT LED LIGHTING INSTALLED ON CAB, 60" CA DRW CAB & CHASSIS FORD	1	\$12,457.00	\$12,457.00
2.	BEDLINER	HIGH PRESSURE SPRAY IN BEDLINER	1	\$500.00	\$500.00
3.	CAMERA RELOCATION	RELOCATE FACTORY CAMERA	1	\$185.00	\$185.00
4.	HEADACHE RACK	RKI WG49 WHITE STEEL SERVICE BODY HEADACHE RACK INSTALLED	1	\$769.00	\$769.00
5.		ATTN : SETH GAMBLIN FLOWER MOUND TRUCK #5			

Total **\$13,911.00**

Expiry date 08/09/2024

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 10/16/2023
Suggested Vendor: Silsbee Ford
Contact (if known): Seth Gamblin
Address (if available):
Phone/Fax: 512-436-1313

Ship/Bill To:
ATTN:
Address:
PO #:
Department Name:

Town of Flower Mound
FLEET SERVICES
1101 Duncan Lane
Flower Mound, TX 75028



G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 60,000	1	Truck, 3/4 Ton, Crew/Super Cab	\$ 55,208.00	\$ 55,208.00
VERF	\$ 70,000	1	Truck, 1 Ton Service Body	\$ 66,081.50	\$ 66,081.50
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 121,289.50

Name/Phone Ext.: John Havens / 6428
Approved By: 
Unit #(s) to be replaced
or specify NEW Unit: 33000-08, 33000-19

APPROVALS:
Fleet Manager: Billy Sterner

Bid/Solicitation #:
Co-Op/Contract #:

Tips 210907

Spec Name:

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



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

DATE: August 5, 2024

FROM: Jersain Castanon, Senior Project Engineer

ITEM: Consider approval of a Pro-Rata Agreement between Cezary Wozniak and the Town of Flower Mound for the construction of approximately 362 feet of 8-inch water line, approximately 472 feet of 8-inch sanitary sewer line, approximately 450 linear feet of road paving improvements south on the east side of Ash Street, approximately 250 linear feet of road paving improvements south on the west side of Ash Street, and associated apparatuses on Ash Street in the Pecan Acres Addition; consider adopting an ordinance providing for said Pro-Rata Agreement; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: In accordance with the Town's Code of Ordinances, Mr. Wozniak was required to install an 8-inch sanitary sewer line, an 8-inch water line, and install road paving improvements with associated apparatuses to provide service to Lot 1, Block 20 of the Pecan Acres Subdivision. The installation of said improvements allowed for Town of Flower Mound sanitary sewer, water services, and road improvements to be made available to properties where such services had been previously unavailable. The Pro-Rata Agreements allow for the possible recovery of costs associated with the construction of the required utilities.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

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

ATTACHMENTS:

1. Pro Rata Agreement
2. Ordinance

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

PRO RATA AGREEMENT

The Town of Flower Mound, Texas, acting herein and through the Town's duly authorized Mayor, hereinafter called "the Town," and Cezary Wozniak, hereinafter called "the Developer," hereby enter into this Pro Rata Agreement, hereinafter "the Agreement," and said parties agree to the following:

I.

The Developer of Lot 1, Block 20 of the Pecan Acres Subdivision, in the Town of Flower Mound, Texas, has constructed an eight inch (8") sanitary sewer main and associated appurtenances, from the center of Lot 1, Block 20 to a point approximately 362 linear feet south on the west side of Ash Street. This Agreement pertains to the construction of that eight-inch (8") sewer main and associated appurtenances at the above-referenced location. These improvements have been sized and constructed to provide sanitary sewer service to Lots 1-5, Block 20 and Lots 11-16, Block 21 of the Pecan Acres Subdivision, as shown in Exhibit "A."

The Developer of Lot 1, Block 20 of the Pecan Acres Subdivision, in the Town of Flower Mound, Texas, has constructed an eight-inch (8") water main and associated appurtenances, from the northern boundary of Lot 1, Block 20 to a point approximately 418 linear feet south on the west side of Ash Street. This Agreement pertains to the construction of that eight-inch (8") water main and associated appurtenances at the above-referenced location. These improvements have been sized and constructed to provide sanitary sewer service to Lots 1-5, Block 20 and Lots 11-16, Block 21 of the Pecan Acres Subdivision, as shown in Exhibit "A."

The Developer of Lot 1, Block 20 of the Pecan Acres Subdivision, in the Town of Flower Mound, Texas, has constructed road paving improvements and associated appurtenances, from the northern boundary of Lot 1, Block 20 to a point approximately 450 linear feet south on the east side of Ash Street, and 250 linear feet south on the west side of Ash Street. This Agreement pertains to the construction of 12' foot wide road paving improvements and associated appurtenances at the above-referenced location. These improvements have been sized and constructed to provide road paving improvements to Lots 1-5, Block 20 and Lots 12-15, Block 21 of the Pecan Acres Subdivision, as shown in Exhibit "A."

Collectively, all sewer, water and road improvements described in this Section I shall hereinafter be defined as "Improvements."

II.

The Improvements shall belong to the Town and said Town shall have exclusive jurisdiction over the same, subject to the terms of this Agreement.

III.

Property owners within the Pecan Acres Subdivision along Ash Street desiring to connect the above-described sanitary sewer main, shall pay a pro rata fee to the Town, a sum of \$94.79 per linear frontage foot, in order to pay for their applicable portion of costs associated with the

construction of said sewer main. Out of the sum paid to the Town for connections, the Town shall pay to the Developer pro-rata fees received until the Developer receives \$73,722.75 for said main. Calculations for said construction costs are referenced in attached Exhibit "B" incorporated by reference.

Property owners within the Pecan Acres Subdivision along Ash Street desiring to connect the above-described water main, shall pay a pro rata fee to the Town, a sum of \$77.24 per linear frontage foot, in order to pay for their applicable portion of costs associated with the construction of said water main. Out of the sum paid to the Town for connections, the Town shall pay to the Developer pro-rata fees received until the Developer receives \$73,727.12 for said main. Calculations for said construction costs are referenced in attached Exhibit "B", incorporated by reference.

Property owners within the Pecan Acres Subdivision along Ash Street desiring to connect the above-described road paving improvements, shall pay a pro rata fee to the Town, a sum of \$152.74 per linear frontage foot, in order to pay for their applicable portion of costs associated with the construction of said road paving improvements. Out of the sum paid to the Town for connections, the Town shall pay to the Developer pro-rata fees received until the Developer receives \$114,020.41 for said main. Calculations for said construction costs are referenced in attached Exhibit "B", incorporated by reference.

IV.

The maximum period of time for the pro rata reimbursement to the Developer for the Improvements shall not exceed ten (10) years. The Town shall reimburse the Developer within thirty (30) days after receipt of any or all pro rata funds. There shall be no interest, and no interest shall accrue, on this reimbursement provision.

V.

The parties hereto agree that, pursuant to this Agreement, any proceeds paid do not constitute an impact fee, as defined in Chapter 395 of the Texas Local Government Code, as amended, and that such pro rata payments are proceeds are specifically authorized pursuant to Section 395.001(4)(B) of the Texas Local Government Code, as amended.

VI.

This Development Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

VII.

Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attention: Town Manager's Office

If to Developer: Cezary Wozniak
2601 Maywood Ct
Flower Mound, Texas, 75028
469 831 2409
Attention: Cezary Wozniak

VIII.

In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

IX.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Further, this Agreement shall be deemed to run with the land.

X.

Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XI.

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

XII.

This Agreement shall be filed in the deed records of Denton County, Texas.

XIII.

The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Developer to same.

XIV.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

DULY PASSED AND APPROVED by the Town Council of the Town of Flower Mound, Texas this _____ day of _____ 2024.

TOWN OF FLOWER MOUND:

Cheryl Moore, Mayor

DEVELOPER:

Cezary Wozniak

ATTEST:

Theresa Scott, Town Secretary

EXHIBIT A

BLOCK 21				BLOCK 20			
Lot16	Water	95	\$7,337.80	Lot1	Water	99	\$7,646.76
Ash 4805	Water service		\$0.00	Ash 4804	Water service		\$1,500.00
	Sewer	50	\$4,739.50		Sewer	50	\$4,739.50
	Sewer service		\$0.00		Sewer service		\$1,000.00
	Roadway improvements 50%	47.5	\$7,255.15		Roadway improvements 50%		\$15,121.26
	Total		\$19,332.45		Total		\$30,007.52
Lot 15	Water	80	\$6,179.20	Lot 2	Water	80	\$6,179.20
Ash 4801	Water service		\$1,500.00	Ash 4800	Water service		\$1,500.00
	Sewer	80	\$7,583.20		Sewer	80	\$7,583.20
	Sewer service		\$0.00		Sewer service		\$1,000.00
	Roadway improvements 50%	40	\$6,109.60		Roadway improvements 50%		\$12,219.20
	Total		\$21,372.00		Total		\$28,481.60
Lot 14	Water	80	\$6,179.20	Lot3	Water	80	\$6,179.20
Ash 4729	Water service		\$1,500.00	Ash 4730	Water service		\$1,500.00
	Sewer	80	\$7,583.20		Sewer	80	\$7,583.20
	Sewer service		\$1,000.00		Sewer service		\$1,000.00
	Roadway improvements		\$12,219.20		Roadway improvements		\$12,219.20
	Total		\$28,481.60		Total		\$28,481.60
Lot 13	Water	80	\$6,179.20	Lot4	Water	80	\$6,179.20
Ash 4725	Water service		\$0.00	Ash 4726	Water service		\$1,500.00
	Sewer	80	\$7,583.20		Sewer	80	\$7,583.20
	Sewer service		\$0.00		Sewer service		\$1,000.00
	Roadway improvements		\$12,219.20		Roadway improvements		\$12,219.20
	Total		\$25,981.60		Total		\$28,481.60
Lot 12	Water	80	\$6,179.20	Lot5	Water	80	\$6,179.20
Ash 4721	Water service		\$0.00	Ash 4722	Water service		\$0.00
	Sewer	65	\$6,161.35		Sewer	80	\$7,583.20
	Sewer service		\$0.00		Sewer service		\$0.00
	Roadway improvements		\$12,219.20		Roadway improvements		\$12,219.20
	Total		\$24,559.75		Total		\$25,981.60
Lot 11	Water	4	\$308.96				
Ash 4717	Water service		\$0.00				
	Sewer		\$0.00				
	Sewer service		\$0.00				
	Roadway improvements		\$0.00				
	Total		\$308.96				

EXHIBIT B

BLOCK	Lot Address Frontage Length	Service	Charge per Service	Total
20	1 4804 Ash 99 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	99x\$77.24=\$7,646.76 \$1,500 50x\$94.79=\$4,739.50 \$1,000 99x\$152.74=\$15,121.26	\$30,007.52
20	2 4800 Ash 80 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	80x\$77.24=\$6179.20 \$1,500 80x\$94.79=\$7,583.20 \$1,000 80x\$152.74=\$12,219.20	\$28,481.60
20	3 4730 Ash 80 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	80x\$77.24=\$6179.20 \$1,500 80x\$94.79=\$7,583.20 \$1,000 80x\$152.74=\$12,219.20	\$28,481.60
20	4 4726 Ash 80 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	80x\$77.24=\$6179.20 \$1,500 80x\$94.79=\$7,583.20 \$1,000 80x\$152.74=\$12,219.20	\$28,481.60
20	5 4722 Ash 80 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	80x\$77.24=\$6179.20 \$0.00 80x\$94.79=\$7,583.20 \$0.00 80x\$152.74=\$12,219.20	\$25,981.60
21	11 4717 Ash 4 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	4x\$77.24=\$308.96 \$0.00 \$0.00 \$0.00 \$0.00	\$308.96
21	12 4721 Ash 80 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	80x\$77.24=\$6179.20 \$0.00 65x\$94.79=\$6,161.35 \$0.00 80x\$152.74=\$12,219.20	\$24,559.75
21	13 4725 Ash 80 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	80x\$77.24=\$6179.2 \$0.00 80x\$94.79=\$7,583.20 \$0.00 80x\$152.74=\$12,219.20	\$25,981.60
21	14 4729 Ash 80 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	80x\$77.24=\$6179.20 \$1,500 80x\$94.79=\$7,583.20 \$1,000 80x\$152.74=\$12,219.20	\$28,481.60
21	15 4801 Ash 80 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	80x\$77.24=\$6179.20 \$1,500 80x\$94.79=\$7,583.20 \$0.00 40x\$152.74=\$6,109.60	\$21,372.00
21	16 4804 Ash 95 feet	Water Main Water Services Sewer Main Sewer Service Roadway-Drainage	95x\$77.24=\$7,337.80 \$0.00 50x\$94.79=\$4,739.50 \$0.00 47.50x\$152.74=\$7,255.15	\$19,332.45

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PRO RATA CONNECTION FEE TO DEVELOPERS OF PROPERTIES LOCATED ALONG ASH STREET NORTH OF PECAN DRIVE BENEFITTING FROM THE SANITARY SEWER, WATER, AND ROAD PAVING IMPROVEMENTS NORTH OF THE INTERSECTION OF PECAN DRIVE AND ASH STREET; BASING SUCH CHARGE UPON THE FRONT FOOT OF THE PROPERTY TO BE SERVICED BY SUCH SANITARY SEWER, WATER, AND ROAD PAVING IMPROVEMENTS; PROHIBITING THE ISSUANCE OF BUILDING OR OTHER PERMITS WITHOUT PAYMENT OF SUCH CONNECTION FEE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule 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 of Flower Mound, Texas has adopted a pro rata reimbursement policy for the Town, codified as Article X in the Town Code of Ordinances; and,

WHEREAS, the Pecan Acres residential development, located north of Pecan Drive in the Town ("Pecan Acres"), has necessitated the construction of the Sanitary Sewer, Water, and Road Paving improvements extension along Ash Street north of the intersection with Pecan Drive (the "Sanitary Sewer, Water, Road Paving Improvements") to serve the Pecan Acres Development ("Development"); and,

WHEREAS, the developer of Pecan Acres, Cezary Wozniak (the "Developer") contracted for the design and construction of the Water Line required to serve the Development; and,

WHEREAS, construction of the Sanitary Sewer, Water, and Road Paving Improvements has caused sanitary service, water service, and road paving improvements to be available to other tracts of land along Ash Street (the "Benefitted Tracts") as depicted on Exhibit "A," attached hereto and incorporated herein by reference; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is fair, just and equitable to establish a pro rata Sanitary Sewer, Water, Road Paving Improvements connection charge to the tracts hereafter developed along and benefitted by such Sanitary Sewer, Water, Road Paving Improvements, based upon the front foot area of each tract in relation to the total area to be serviced by the Water Line, and to remit the total amount of

connection charges to the Developer for the privilege of connection and the extension of the Sanitary Sewer, Water, Road Paving Improvements; and,

WHEREAS, the pro rata connection fee for service by the sanitary sewer main has been calculated pursuant to Section 70-742 of the Town Code of Ordinances to be \$94.79 per front foot (the "Sanitary Sewer Pro Rata Connection Fee"), in accordance with Exhibit "B," which amount shall be remitted to the Town by the owner(s) of any Benefitted Tract to be connected for its share of the construction costs of the sanitary sewer main prior to initial sanitary sewer service to any portion of an individual tract as depicted in Exhibit "A;" and,

WHEREAS, the pro rata connection fee for service by the water main has been calculated pursuant to Section 70-742 of the Town Code of Ordinances to be \$77.24 per front foot (the "Water Pro Rata Connection Fee"), in accordance with Exhibit "B," which amount shall be remitted to the Town by the owner(s) of any Benefitted Tract to be connected for its share of the construction costs of the water main prior to initial water service to any portion of an individual tract as depicted in Exhibit "A;" and,

WHEREAS, the pro rata connection fee for service by the road paving improvements has been calculated to be \$152.74 per front foot (the "Road Paving Pro Rata Connection Fee"), in accordance with Exhibit "B," which amount shall be remitted to the Town by the owner(s) of any Benefitted Tract to be connected for its share of the construction costs of the road paving improvements prior to initial road paving improvements service to any portion of an individual tract as depicted in Exhibit "A;" and,

WHEREAS, the Sanitary Sewer Pro Rata Connection Fee, Water Pro Rata Connection Fee, and Road Paving Pro Rata Connection Fee shall collectively be referred to as the "Pro Rata Connection Fees;" and,

WHEREAS, if and when such Pro Rata Connection Fees are remitted to the Town, the Town shall reimburse 100% of the collected Pro Rata Connection Fees to the Developer pursuant to an agreement as authorized by Section 70-742 of Town Code of Ordinances and this Ordinance.

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

SECTION 1

The above findings and declarations are found to be true and are incorporated in this Ordinance.

SECTION 2

All persons, firms, corporations or other entities owning a Benefitted Tract shall be charged a Sanitary Sewer Pro Rata Connection Fee to connect to the Sanitary Sewer Main in accordance with Exhibits "A" and "B," attached hereto, the full amount of which shall

be remitted by the Town to the following parties if, when and as received for its share of the costs of construction and extension of such Sanitary Sewer Line:

Developer \$73,722.75

All persons, firms, corporations or other entities owning a Benefitted Tract shall be charged a Water Pro Rata Connection Fee to connect to the Water Line in accordance with Exhibits "A" and "B," attached hereto, the full amount of which shall be remitted by the Town to the following parties if, when and as received for its share of the costs of construction and extension of such Water Line:

Developer \$73,727.12

All persons, firms, corporations or other entities owning a Benefitted Tract shall be charged a Road Paving Pro Rata Connection Fee to connect to the Road Paving Improvements in accordance with Exhibits "A" and "B," attached hereto, the full amount of which shall be remitted by the Town to the following parties if, when and as received for its share of the costs of construction and extension of such Road Paving Improvements:

Developer \$114,020.41

SECTION 3

The per front foot connection fee shall be calculated based upon the size of any Benefitted Tract at the time of the passage of this Ordinance as depicted on the attached Exhibit "A," and shall not be based upon the size of a tract hereafter subdivided from a larger tract existing as of the date of this Ordinance.

SECTION 4

No building or other permits shall be issued to any person, firm, corporation or other entity owning a Benefitted Tract as depicted on Exhibit "A" unless and until the Pro Rata Connection Fees have been paid.

SECTION 5

The duration of this Ordinance shall be ten (10) years or until all tracts depicted on Exhibit "A" have paid their respective, proportionate share of the costs of such Sanitary Sewer, Water, Road Paving Improvements, whichever occurs first.

SECTION 6

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

SECTION 7

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

SECTION 8

This ordinance shall be in full force and effect from and after its passage and publication.

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

APPROVED:

Cheryl Moore, Mayor

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: August 5, 2024
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Consider approval of a resolution authorizing the adoption of the Program Year 2024 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.**

BACKGROUND: This item is to consider approval of Flower Mound's Program Year 2024 Annual Action Plan, which specifies that Community Development Block Grant (CDBG) funds will continue to be used for planning and administration, to subsidize Town-wide transit service for the Town's elderly and adults with severe disabilities, and to continue funding the Residential Rehabilitation Program. In 2002, the U.S. Department of Housing and Urban Development recognized Flower Mound, Texas (the "Town") as an Entitlement Community having a population exceeding 50,000 and awarded the Town yearly CDBG funds.

The Town's 2023 allocation is \$272,640. In order to receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used. Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively. The Town's Program Year 2020-2024 Strategic Plan for Housing and Community Development was approved by the Town Council on August 17, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on June 25, 2024 to discuss the Action Plan. The Action Plan was also available for public comment for thirty (30) business days on the Town website, at the Library, and at Town Hall. Staff did not receive any comments during these opportunities for feedback

ALTERNATIVES: N/A

FISCAL IMPACT: \$0

Proposed Expenditure/(Revenue)
\$272,640
\$(272,640)

Account Number(s):
CDBG Grant Fund
361-4605

LEGAL REVIEW: Jennifer Drysdale, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2024 Annual Action Plan as to form and legality.

ATTACHMENTS:

1. Resolution
2. 2024 Annual Action Plan

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND’S PROGRAM YEAR 2024 ACTION PLAN UNDER THE TOWN’S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE PLAN ON BEHALF OF THE TOWN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2024 Action Plan (the “Plan”) must be adopted by the Town of Flower Mound, Texas (the “Town”) in order to fulfill the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and Title 24, Part 91.520 of the Code of Federal Regulations; and,

WHEREAS, the Plan has been made available for public review and comment for a period of thirty (30) business days; and,

WHEREAS, the Town’s Community Development Block Grant Advisory Committee (the “Committee”) held a public hearing to allow for public comments regarding the Plan; and,

WHEREAS, the Committee received no public comments during either of the aforementioned opportunities for feedback; and,

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Plan and to authorize the Mayor to execute and submit the Plan on behalf of the Town to the U.S. Department of Housing and Urban Development;

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

SECTION 1

All of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town’s Program Year 2024 Action Plan for Housing and Community Development, attached hereto as “Attachment 2,” is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

SECTION 4

This Resolution shall become effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 5th DAY OF AUGUST, 2024.

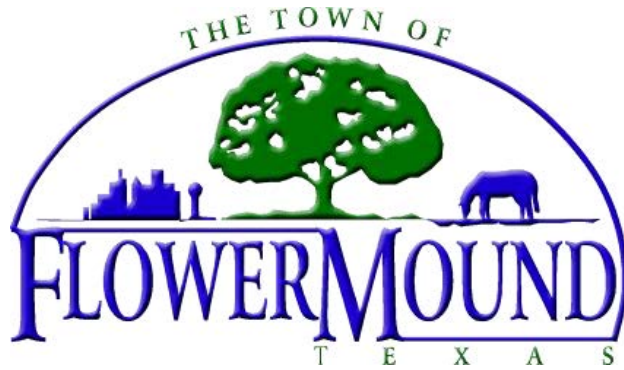
APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

ATTACHMENT 2



TOWN OF FLOWER MOUND

PROGRAM YEAR 2024

ANNUAL ACTION PLAN

Prepared for the U. S. Dept. of Housing and Urban Development

EXECUTIVE SUMMARY

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires that the Town of Flower Mound submit an Annual Action Plan every year in order to receive federal grant funds, which provide services and activities that benefit primarily low-to-moderate income individuals and households. The Town's 2024 Annual Action Plan outlines the activities that the Town will pursue with federal funds to meet the goals laid out in its 2020-2024 Consolidated Plan.

The Town of Flower Mound has demonstrated a commitment to serving its residents with the greatest needs. In addition to carrying out its Community Development Block Grant ("CDBG")-funded projects, the Town reaffirms this commitment by executing numerous other activities that benefit the entire community, including Flower Mound's low- and moderate-income residents. These activities include improving and maintaining public facilities, parks, recreational facilities, streets, and sidewalks; planting trees; maintaining the residential homestead exemption for those with disabilities and individuals sixty-five years and older, as well as increasing its homestead exemption for all Flower Mound homeowners to 12.5%; and fostering a balanced tax base and increased local employment by working to increase the number of businesses located in Flower Mound.

Summarize the Objectives and Outcomes Identified in the Plan

Based on the level of CDBG funding expected this fiscal year and the goals put forth in the 2020-2024 Consolidated Plan, the Town has laid out objectives and outcomes to address the two following identified needs:

1. Continuous challenges in the Town's aging infrastructure. The Town believes it is imperative to maintain the Town's housing stock, and
2. The absence of public transportation hurts the Town's elderly residents and those with disabilities.

These outcomes and objectives can be found in the section titled "Annual Goals and Objectives" and include preserving the Town's existing housing stock by continuing the Residential Rehabilitation Program and supporting a Town-wide transportation service for the Town's elderly and residents with disabilities.

Evaluation of Past Performance

Progress toward Annual Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Report ("CAPER"). The 2022 CAPER reported the results achieved in the third year of the Town's 2020-2024 Consolidated Plan.

Currently, the Town is on track to meet or exceed the housing and community development goals established in its 2020-2024 Consolidated Plan utilizing the Residential Rehabilitation Program and the Town-wide Transportation Service.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents. The Town's CDBG accomplishments include completing thirty-seven (37) Residential Rehabilitation Program projects (three of which were funded with CDBG-CV funds) and subsidizing the Town-wide transportation service for the elderly and those with disabilities.

It is important to note that the Town expended all of its CDBG funds for activities that principally benefitted low- and moderate-income residents, with the exception of funds allocated toward Planning and Administration.

Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various

departments, as well as the Town Manager. In addition to oversight and input from the committee, the Town also hosts a public hearing and a public comment period that lasts 30 business days for the Annual Action Plan. The Town promotes the public meetings through local print media, as well as postings at Town Hall, the Library, and information published on social media and the Town's website.

During years in which the Town develops a Consolidated Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media sites.

Summary of Public Comments

Public Comments are summarized in the citizen participation appendix.

Summary of comments or views not accepted and the reasons for not accepting them.

N/A

Summary

The Town of Flower Mound's 2024 Annual Action Plan sets forth objectives, strategies, and goals for improving the quality of life of low- to moderate-income residents of the Town during the planning year, in accordance with the Town's 2020-2024 Consolidated Plan.

LEAD AND RESPONSIBLE AGENCIES

Narrative

Leadership responsibility for the success of this program ultimately rests with the Town of Flower Mound and, more specifically, with the Financial Services Department. Financial Services staff assists in coordinating the efforts of the entities involved; making periodic progress reports to federal, state, and local governmental bodies; and encouraging involvement from the business community.

Annual Action Plan Public Contact Information

Town of Flower Mound
c/o Meg Jakbuik
Director of Budget Services
2121 Cross Timbers Rd.
Flower Mound, TX 75028
972-874-6082
Meg.Jakubik@flowermound.gov

CONSULTATION

Introduction

The Town of Flower Mound's Financial Services Department is responsible for coordinating the consultation process for the Annual Action Plan. The Annual Action Plan is published on the Town's website and made available for review at Town Hall and the Flower Mound Public Library. The Citizen Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process, such as providing the Town with information on housing and community development needs as part of the preparation of the Annual Action Plan. Additionally, the Town conducts at least one public hearing during the development process before the Annual Action Plan is finalized and allows for a comment period lasting 30 business days to obtain residents' feedback and questions. Public hearings are

held at Town Hall, which is easily accessible to all residents. The Town also provides updates and information about the process as needed at meetings with local agencies, such as the quarterly Agency Roundtable and the Denton County Homeless Coalition meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.

As needed, the Town's Financial Services Department provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts.

Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized.

While preparing the Annual Action Plan, the Town consulted with and collected information from various Town departments and outside agencies that are responsible for administering programs covered or affected by the Annual Action Plan. Some of these outside agencies include the Denton Housing Authority and Denton County Homeless Coalition.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families; families with children; veterans; and unaccompanied youth) and persons at risk of homelessness.

The Town of Flower Mound is an active member of the Denton County Homeless Coalition. Per the Point-in-Time Count conducted by the Denton County Homeless Coalition in 2024, there are no known homeless individuals in Flower Mound. However, staff participate in meetings to ensure that services are available for those who are at risk of becoming homeless, should the need arise.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town coordinates with the local Continuum of Care ("CoC") through regular attendance, membership, and participation in various committees within the Denton County Homeless Coalition. The Town also assists the Coalition with the annual Point-in-Time Count and coordinates with the Coalition in finalizing results and utilizing data for the planning of services for homeless individuals in Denton County.

Identify any Agency Types not consulted and provide rationale for not consulting:

The Town made every effort to consult all relevant agency types and did not specifically or purposefully exclude any particular agency type.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

Lead Organization: Denton County Homeless Coalition

How do the goals of your Strategic Plan overlap with the goals of each plan:

The Strategic Plan incorporates strategies and efforts implemented by the CoC.

Narrative (Optional)

Please see above.

PARTICIPATION

Summarize citizen participation process and how it impacted goal-setting.

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager. In addition to oversight and input from the committee, the Town also hosts a public hearing and provides a public comment period for 30 business days for the Annual Action Plan. This year's 30-day comment period began on Thursday, May 30, 2024 and ended on Monday, July 15, 2024. The Town promotes the public meetings through local print media, as well as postings at Town Hall and the Library. Information is also published on the Town's social media accounts and the Town website.

During years in which the Town develops a Consolidated Plan, the Town conducts an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site. The Public Hearing for this year's Annual Action Plan was held on June 25, 2024 at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices stated that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library (both of these buildings are accessible to those with limited mobility), and in the Denton Record-Chronicle. The Town will host its second public hearing of the year this fall as it develops its Consolidated Annual Performance and Evaluation Report (CAPER).

For the PY 2024 Annual Action Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, the Denton County Homeless Coalition, public service agencies, and staff in various Town departments.

The goals and priorities for the Annual Action Plan were greatly impacted by feedback garnered from these various efforts as well as the Town's current Consolidated Plan.

EXPECTED RESOURCES

Introduction:

This section discusses the resources that will be used to meet the goals of the 2024 Annual Action Plan.

Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:

The Town's Financial Services Department is the lead agency for the implementation of the Community Development Plan and the administration of CDBG funding. Internally, the Financial Services Department works in collaboration with all Town departments to deliver projects, services, and other benefits to eligible clients. Externally, the Department works with clients and sub-recipients of the program.

To effectively implement the Community Development Plan, funding for carrying out the plan comes from CDGB funds, as well as the Town Council. The Town Council makes available an average of more than \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

There are no matching requirements for CDBG funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

The Town does not intend to use publicly owned land or property to fulfill the goals of the 2024 Annual Action Plan.

Discussion:

Please see above.

ANNUAL GOALS AND OBJECTIVES

Goals:

1. Preserve Existing Housing Stock: Continue to fund the Town's Residential Rehabilitation Program. This program is designed to expand the supply of decent, safe, sanitary, and affordable housing; to correct health and safety hazards in deteriorated housing; and to extend the useful life of existing housing units. Quantity: 3 (Homeowner Housing Rehabilitated)

2. Transportation Services: Continue to fund the Town's Town-wide transit service for the Town's elderly who are 65 years and older and adults with severe disabilities. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas. Quantity: 25 (Public service activities other than Low/Moderate Income Housing Benefit)

3. Planning and Administration: Up to 20 percent of total CDBG grant expenditures will be used for planning and administration. Quantity: 1 (Other)

Estimate the number of extremely low income, low income, and moderate income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b): 3

PROJECTS

Introduction:

This document serves as the Town of Flower Mound's 2024 Annual Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2024 program year to address Flower Mound's strategies stated in the 2020-2024 Consolidated Plan for Housing and Community Development. The following five-year goals were identified in the 2020-2024 Consolidated Plan:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program.
- Planning and Administration.
- Provide transportation services through a Town-wide program for adults who are 65 and older and adults with disabilities.

This section details the projects proposed for the 2024-2025 program year.

Projects:

Describe the reasons for allocation priorities and any obstacles to addressing under-served needs:

- \$40,800 - Town-wide transit service
- \$5,000 - Planning and Administration

- \$226,840 - Residential Rehabilitation Program

The Town, under advisement from the Community Development Advisory Committee, has allocated funds to its various projects based on past performance and anticipated need. The largest obstacle the Town faces in addressing the underserved needs is a lack of sufficient resources.

GEOGRAPHIC DISTRIBUTION

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:

Because of the size of the Town's funding allocation, the Advisory Committee decided not to target a certain area of the Town for assistance. All of the activities are intended to have a Town-wide benefit.

Geographic Distribution: Town of Flower Mound- 100%

Rationale for the priorities for allocating investments geographically N/A

Discussion: Please see above.

AFFORDABLE HOUSING

Introduction:

This section summarizes the affordable housing goals for the 2024 Action Plan. The Town of Flower Mound is proposing to use about **83.2 percent** of its 2024 CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to moderate-income households through the Residential Rehabilitation Program. A large portion of the households applying for funds have members who are elderly and/or have a disability.

One Year Goals for the Number of Households to be Supported: 3 (Non-Homeless)

One Year Goals for the Number of Households Supported Through: 3 (Rehab of Existing Unit)

Discussion

The Town of Flower Mound is proposing to use **83.2 percent** of its annual CDBG allocation to fund the rehabilitation of low- to moderate-income owner-occupied houses. It is anticipated that three households will be served through the Residential Rehabilitation Program.

PUBLIC HOUSING

Introduction:

This section is not applicable. Flower Mound currently has no public housing and there are no plans for public housing in the Town of Flower Mound at this time.

Actions planned during the next year to address the needs to public housing: N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership: N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance: N/A

Discussion: Please see above.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

Introduction

This section describes the activities planned during the 2024-2025 program year to address the needs of people who are homeless and other non-homeless special needs.

The Town will not allocate funds this plan year to directly address the needs of those experiencing homelessness. Instead, the Town's strategy to address the needs of those experiencing homelessness and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2023, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. Four individuals experiencing homelessness were identified in Flower Mound during the count.

Potential obstacles to completing these action steps include limited funding available to the Denton County Homeless Coalition, the Salvation Army, Journey to Dream and Christian Community Action, each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

-Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

Outreach to persons experiencing homelessness is carried out through the Town's partners, such as Christian Community Action and Journey to Dream. Flower Mound allocates a portion of general funds each year to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also support Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry, and comprehensive case management. The Town also collaborates with the Denton County Homeless Coalition ("DCHC"). DCHC conducts monthly meetings and is attended by

representatives from area cities, service providers, and faith-based groups. The meetings provide a forum for problem solving, information sharing, and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville, and Denton regularly attend and participate.

-Addressing the emergency shelter and transitional housing needs of homeless persons.

Flower Mound Staff will continue to participate in the DCHC over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless, or at risk of becoming homeless, in the Denton County. Barriers to achieving this would include a lack of funding sources available to DCHC.

-Helping homeless persons (especially chronically homeless individuals and families; families with children; veterans and their families; and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Flower Mound Staff will continue to participate in the DCHC over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless, or at risk of homelessness, in the Denton County. Barriers to achieving this would include a lack of funding sources available to DCHC. Through the use of coordinated entry, DCHC uses locations within Denton County to assess the needs of homeless persons and families. This service assesses the current housing situations of the household and connects them with any available housing resources. These efforts help reduce the time the households experience homelessness, as well as prevent homelessness by linking households with services in an efficient manner for all service providers within Denton County. Barriers to achieving this would include a lack of funding sources available to DCHC.

-Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families. DCHC, of which the Town is a part, follows discharge plans through partnerships with local hospitals and other systems of care to help ensure that persons are not being discharged into homelessness. These efforts utilize existing resources within the County to help connect those in need with available service providers. Additionally, the Town Council makes available an average of more than \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Discussion

Please see above.

BARRIERS TO AFFORDABLE HOUSING

Introduction

The Fair Housing Committee meets annually to update the Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis this year. However, the report did note that the Town will benefit from certain activities to help ensure that unanticipated barriers do not develop.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

The Fair Housing Committee discussed a few items that the Town should continue to address in order to ensure that unanticipated barriers to affordable housing do not develop. To address the identified issues and ensure that unanticipated barriers do not develop in the future, the Town will benefit from:

- The SMARTGrowth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes, and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Division working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- The Financial Services Department continuing to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level and ensuring services are targeted to those areas where larger percentages of low- and moderate-income families reside.
- The Library Services Department ensuring that residents are made aware of job training and job search workshop opportunities available at the Town of Flower Mound Library.

Discussion

Please see above.

OTHER ACTIONS

Introduction

This section reports additional efforts the Town will undertake during the 2024-2025 program year to address residents' housing and community development needs.

Actions Planned to Address Obstacles to Meeting Underserved Needs

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting under-served needs in Flower Mound. The Town will allocate approximately \$200,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing, and emergency housing assistance.

Actions Planned To Foster and Maintain Affordable Housing

Housing priorities and objectives Flower Mound hopes to achieve during the next year include continuing the Residential Rehabilitation Program, leveraging funds to supplement scarce resources, facilitating the

availability of affordable housing for residents with disabilities and senior citizens, and fostering a balanced tax base:

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The Program is designed to assist low- and moderate-income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The Program will pay for the rehabilitation up to \$60,000.
- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation, and local lending agencies. This collaboration is dedicated to providing those services needed to increase the number of low- and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.
- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to \$100,000. For the most recent year, this exemption affected about 4,957 property accounts. The Town also increased its homestead exemption for all Flower Mound homeowners to 12.5%, which went into effect in 2023.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 75.05% residential to 22.34% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

Actions Planned to Reduce Lead-Based Paint Hazards

The Town of Flower Mound's housing activity, the Residential Rehabilitation Program, is carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant, or Housing Opportunities for Persons with AIDS.

In 2003, the Town formed a Lead-based Paint Task Force to determine what activities need to be undertaken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records, and reports for any references to lead-based paint; (b) identified the locations of the 859 houses in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website.

Based on Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on lead-based paint.

Actions Planned to Reduce the Number of Poverty Level Families

Flower Mound's actions to reduce the number of poverty level families during the next year include economic development, tax exemptions for senior citizens and those with disabilities, leveraging resources, and serving as a referral source:

- Economic development – 4.3% of Flower Mound families live below the poverty level, compared to 7.8% in Denton County, 14% in Texas, and 11.5% in the United States, according to the latest QuickFacts from the United States Census Bureau. However, according to 2022 ACS Estimates, the Town's unemployment rate of 4.5% is higher than Denton County's rate of 3.5%, Texas' rate of 4.4%, and the United States' rate of 4.3%. Overall, this still reflects a low amount of unemployment in the Town. Flower Mound's low rate of unemployment can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it should be noted that within Town limits, only 22.34% of the tax base is commercial. While Flower Mound's property, county, and school taxes are among the lowest in the surrounding area, 75.05% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- Tax exemptions for senior citizens and those with disabilities - In 2023, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and individuals 65 years of age or older at \$100,000. This affected about 4,957 property accounts. During the next year, our goal is to maintain the exemption. The Town also increased its homestead exemption for all Flower Mound homeowners to 12.5%, which also went into effect in 2023.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers home buyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

These actions will assist in reducing the poverty level of Flower Mound families by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities, and providing a referral network for those families seeking rental and other assistance.

Actions Planned to Develop Institutional Structure

The Town will promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized. Additionally, the Town's continued involvement with the Denton County Homeless Coalition will help

ensure open communication and networking opportunities between the Town and the various service providers in the area.

Actions planned to enhance coordination between public and private housing and social service agencies:

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation, and area lenders. Town staff will serve as a referral source to families with low and moderate incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health, and social service representatives throughout Denton County. Agencies within the Coalition also apply for and receive grants to serve Denton County's homeless and near-homeless population. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Discussion

Please see above.

PROGRAM SPECIFIC REQUIREMENTS

Introduction

The Town expects to receive no program income during PY 2024 and will expend all of its PY 2024 funds directly on low- to moderate-income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low- to moderate-income individuals.

Discussion

Please see above.



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

DATE: August 5, 2024

FROM: John Zagurski, Chief Financial Officer

ITEM: **Consider approval of an ordinance adopting the 2024-2025 annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.**

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

N/A

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

ATTACHMENTS:

1. Ordinance
2. Riverwalk PID-Annual SAP Update - 2024-25

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

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

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

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

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

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

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

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

SECTION 1

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

SECTION 2

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

ORDINANCE NO. _____

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

SECTION 3

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

SECTION 4

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

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 5th DAY OF AUGUST, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**RIVERWALK
PUBLIC IMPROVEMENT DISTRICT No. 1**

TOWN OF FLOWER MOUND, TEXAS

**ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/24 - 8/31/25)**

**AS APPROVED BY TOWN COUNCIL ON:
AUGUST 5, 2024**

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

RIVERWALK
PUBLIC IMPROVEMENT DISTRICT No. 1

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/24 – 8/31/25)

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I. INTRODUCTION

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

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the Town identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The Service and Assessment Plan was updated for the Series Refunding 2021 Bonds on February 9, 2021 (the “Updated Service and Assessment Plan”). Pursuant to Chapter 372, Texas Local Government Code, the Updated Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Updated Service and Assessment Plan for 2024-25 (the “Annual Service Plan Update”).

The Town also adopted an assessment roll (the “Assessment Roll”) identifying the Assessments on each Parcel within the PID, based on the method of assessment identified in the Updated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2024-25.

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

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

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

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

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

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

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

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

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

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

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

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

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Table II-A-1
Sources and Uses of Funds

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

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

Authorized Improvement Cost Variances

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

B. FIVE YEAR SERVICE PLAN

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

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

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

Table II-B-1
Projected Annual Installments (2014-2030)

Assessment Year ending 09/01	Annual Projected Cost	Annual Projected Indebtedness	Sources other than Bonds	Projected Annual Installments^{1,2}
2014-2024	\$16,000,000	\$14,635,000	\$0	\$12,313,165
2025	\$0	\$0	\$0	\$1,004,144
2026	\$0	\$0	\$0	\$999,778
2027	\$0	\$0	\$0	\$1,002,015
2028	\$0	\$0	\$0	\$1,000,560
2029	\$0	\$0	\$0	\$1,003,633
2030	\$0	\$0	\$0	\$1,001,072
Total	\$16,000,000	\$14,635,000	\$0	\$18,324,367

1 – Assessment years ending 2014 through 2025 reflect actual Annual Installments and are net of capitalized interest and include applicable investment fund income and applicable credits, if any. Assessment years 2026 through 2030 reflect projected Annual Installments and will be updated in future Annual Service Plan Updates.

2 – Projected Annual Installments for Assessments Years ending 2014-2021 were for the Series 2014 Bonds and projected Annual Installments for Assessment Years 2022-2030 are for the Series 2021 Refunding Bonds.

C. STATUS OF DEVELOPMENT

According to the Town, greater than 95 percent of the total building permits expected to be issued within the PID have been issued as of June 30, 2024. Pursuant to Section 4 (a)(vi) of the Continuing Disclosure Agreement of the Issuer, the Town is no longer responsible for reporting the number of new homes completed in the PID in the Annual Service Plan Update.

See Appendix C for 2024 assessed values of all Parcels within the PID.

D. SERIES 2021 REFUNDING ANALYSIS

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

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

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

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

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

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

Assessment Year ending 08/31	Series 2014 Projected Annual Installments ^{1,2}	Series 2021 Projected Annual Installments ^{1,3}	Projected Annual Installment Savings
2025	\$2,153	\$1,537	\$615
2026	\$2,114	\$1,534	\$580
2027	\$2,075	\$1,537	\$538
2028	\$2,037	\$1,535	\$502
2029	\$2,149	\$1,539	\$610
2030	\$2,100	\$1,536	\$565
2031	\$2,049	\$1,539	\$511
2032	\$1,998	\$1,541	\$457
2033	\$2,097	\$1,539	\$558
2034	\$2,035	\$1,537	\$499
2035	\$2,125	\$1,541	\$583
2036	\$2,052	\$1,536	\$516
2037	\$2,131	\$1,538	\$592
2038	\$2,048	\$1,541	\$507
2039	\$2,113	\$1,534	\$579
2040	\$2,016	\$1,541	\$475
2041	\$2,063	\$1,539	\$525
2042	\$2,099	\$1,534	\$565
2043	\$1,980	\$1,535	\$445
Total	\$39,434	\$29,213	\$10,222

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

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

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

E. ANNUAL BUDGET

Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal and interest beginning with the tax year following the issuance of the Series 2014 Bonds. The Series 2021 Refunding Bonds were issued in February 2021 to refund the Series 2014 Bonds. Nineteen (19) Annual Installments remain outstanding for the Series 2021 Refunding Bonds.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series Bonds commencing with the issuance of the Series Bonds. The effective interest rate on the Bonds is 3.60 percent for 2024-25. The Additional Interest Reserve was fully funded at the closing of the Series 2021 Refunding Bonds and the Town will not begin collecting Additional Interest until it is required to be collected pursuant to Section 6.7(b) of the applicable Indenture. These payments, the “Annual Installments” of the Assessments, shall be billed by the Town, or any other party designated by the Town, in 2024 and will be delinquent on February 1, 2025.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2024-25 and the Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that is payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Assessment Ordinance or Indenture of Trust, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

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

Annual Installments to be Collected for 2024-25

The budget for the PID will be paid from the collection of Annual Installments of the Assessments on the Assessed Property collected for 2024-25 as shown by Table II-E-1 on the following page.

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Table II-E-1
Budget for the Annual Installments
to be Collected for 2024-25

Descriptions	<u>Series 2021 Refunding</u> <u>Bonds</u>
Interest payment on March 1, 2025	\$230,072
Interest payment on September 1, 2025	\$230,072
Principal payment on September 1, 2025	\$505,000
<i>Subtotal debt service on bonds</i>	<i>\$965,144</i>
Annual collection costs	\$39,000
<i>Subtotal Expenses</i>	<i>\$1,004,144</i>
Available reserve fund income	\$0
Available collection costs account	\$0
<i>Subtotal funds available</i>	<i>\$0</i>
Annual Installment to be collected	\$1,004,144

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2025 in the amount of \$230,072 and on September 1, 2025, in the amount of \$230,072, which equal interest on the outstanding Assessments balance of \$12,796,344 for six months each and an effective interest rate of 3.60 percent. Annual Installments to be collected include a principal amount of \$505,000 due on September 1, 2025. As a result, the total principal and interest due in 2024-25 is estimated to be equal to \$965,144.

Annual Collection Costs

Annual Collection Costs for the PID include the annual administrative expenses. The administrative expenses include the Trustee, Dissemination Agent, Administrator, and contingency fees. As shown in Table II-E-2 below, the total administrative expenses to be collected for 2024-25 are estimated to be \$39,000.

Table II-E-2
Administrative Budget Breakdown

Description	2024-25 Estimated Budget (9/1/24-8/31/25)
Administrator	\$26,000
Trustee	\$7,000
Dissemination Agent	\$3,500
Contingency	\$2,500
Total	\$39,000

Available Reserve Fund Income

As of June 30, 2024, there is not a significant excess balance in the Reserve Fund. As a result, there is no Reserve Fund income anticipated to be available to reduce the 2024-25 Annual Installment.

Available Administrative Expense Account

As of June 30, 2024, there was \$41,104 in administrative expense funds available. The available balance is anticipated to be used for future administrative expenses. As a result, there are no funds anticipated to be available in the Administrative Expense Fund to reduce the 2024-25 Annual Installment.

F. ANNUAL INSTALLMENTS PER UNIT

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

According to the revised development plan, 662.76 total Equivalent Units were estimated to be built within the PID. According to the Trustee, fourteen Parcels representing 12.80 Equivalent Units have prepaid their Assessments in full, lowering the total outstanding Equivalent Units to 649.96. The Annual Installment due to be collected per Equivalent Unit within the PID for 2024-25 is shown in Table II-F-1 below.

Table II-F-1
Annual Installment Per Unit

Budget Item	Net Budget Amount ¹	Annual Installment per Equivalent Unit ²
Principal	\$505,000.00	\$776.97
Interest	\$460,144.00	\$707.95
Annual Collection Costs	\$39,000.00	\$60.00
Total	\$1,004,144.00	\$1,544.92

1 – Refer to Table II-E-1 of this report for additional budget details.

2 – Based on the current outstanding 649.96 Equivalent Units.

The Annual Installment due to be collected from each Land Use Class in the PID for 2024-25 is shown in Table II-F-2 on the following page.

Table II-F-2
Annual Installment per Unit

Land Use Class	Annual Installment Per Equivalent Unit	Equivalent Unit Factor	Annual Installment Per Unit
1 - Single Family Villa	\$1,544.92	1.00	\$1,544.92
2 - Interior Townhome	\$1,544.92	0.90	\$1,383.75
3 - Multi-Family	\$1,544.92	0.24	\$370.78
4 - Assisted Living	\$1,544.92	0.21	\$324.43
6 - Retail ¹	\$1,544.92	0.69	\$1,066.00
7 - Office ¹	\$1,544.92	0.46	\$710.67
8 - Hotel	\$1,544.92	0.20	\$308.98
9 - Periphery Townhome	\$1,544.92	0.76	\$1,179.76

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

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Annual Collection Costs, and the Annual Installment to be collected for 2024-25 are shown in the Assessment Roll Summary attached hereto as Appendix D.

G. BOND REDEMPTION RELATED UPDATES

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

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

III. UPDATE OF THE ASSESSMENT PLAN

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

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

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

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

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IV. UPDATE OF THE ASSESSMENT ROLL

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

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

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

A. PARCEL UPDATES

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

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

Where the terms have the following meanings:

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

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

According to the Developer, Parcel 757920 is an open space parcel and should be a Non-Assessed Property. As a result of common ownership, the property owner has requested that the Assessment on Parcel 757920 be reallocated to Parcels 757921 and 757922. See Table IV-A-1 on the following page for the Assessment prior to and after reallocation.

Table IV-A-1
Assessment Reallocation - Parcel 757920

Prior to Reallocation				After Reallocation			
Parcel	Land Use Type	Equivalent Units	Outstanding Assessment	Parcel ¹	Land Use Type	Equivalent Units	Outstanding Assessment
757920	Open Space	16.74	\$329,509	757920	Open Space	0.00	\$0.00
757921	Office	13.68	\$269,331	757921	Office	22.05	\$434,086
757922	Various	37.50	\$738,345	757922	Various	45.87	\$903,100
Total		67.92	\$1,337,186			67.92	\$1,337,186

1 - Parcels 757920, 757921, and 757922 share common ownership. Assessment reallocated pursuant to the landowner's request on July 16, 2024.

B. PREPAYMENT OF ASSESSMENTS

According to the Trustee, fourteen (14) Parcels have prepaid their Assessments in full as of June 30, 2024. Please see Appendix B for a complete list of Parcels that have prepaid their Assessments in full.

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

APPENDIX A
PID MAP

APPENDIX B
PREPAID PARCELS

Appendix B
Prepaid Parcels

Parcel ID	Prepayment Date	Amount	Full/Partial
667648	01/17/18	\$21,353	Full
652931	03/27/18	\$23,840	Full
667645	01/02/19	\$20,946	Full
652930	02/05/19	\$23,386	Full
652972	03/20/19	\$23,386	Full
667418	07/26/19	\$20,946	Full
667635	02/06/20	\$20,537	Full
693521	04/28/20	\$20,537	Full
652932	01/29/21	\$22,471	Full
652959	07/01/21	\$21,048	Full
675223	08/20/21	\$16,155	Full
675239	02/15/22	\$15,445	Full
715579	09/19/22	\$18,977	Full
715553	10/13/23	\$18,316	Full
Total		\$287,342	

APPENDIX C
ASSESSED VALUE

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

PID	Parcels¹	2024 Assessed Value^{2,3}
Riverwalk PID No. 1	440	\$408,321,732
Total	440	\$408,321,732

1 - Parcels include 361 residential lots, 11 un-subdivided parent parcels and commercial lots, and sixty-eight open space and other unassessed lots.

2 - Parcel assessed values are in accordance with Denton Central Appraisal District online records as of 4.26.24

3 - Values shown reflect the 2024 Preliminary assessed values.

APPENDIX D
ASSESSMENT ROLL SUMMARY – 2024-25

Appendix D
Assessment Roll Summary - Riverwalk PID
2024-25

Parcel	Lot Size	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Administrative Expense	Annual Installment
563269	Retail	6	25.39	\$499,913.11	\$19,728.77	\$17,976.37	\$1,523.61	\$39,228.74
655447	Multi-Family	3	85.92	\$1,691,577.44	\$66,757.08	\$60,827.41	\$5,155.50	\$132,739.99
705216	Retail	6	12.08	\$237,730.42	\$9,381.89	\$8,548.54	\$724.54	\$25,619.50
	Office	7	4.51	\$88,752.69	\$3,502.57	\$3,191.46	\$270.50	
705222	Retail	6	4.14	\$81,507.57	\$3,216.65	\$2,930.93	\$248.41	\$6,395.99
711952	Assisted Living	4	52.50	\$1,033,610.52	\$40,790.81	\$37,167.58	\$3,150.18	\$81,108.58
744740	Retail	6	14.49	\$285,276.50	\$11,258.26	\$10,258.25	\$869.45	\$22,385.97
744741	Retail	6	8.97	\$176,599.74	\$6,969.40	\$6,350.35	\$538.23	\$13,857.98
757920	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
757921	Office	6	22.05	\$434,085.93	\$17,130.94	\$15,609.29	\$1,322.98	\$34,063.21
757922	Various	Various	45.87	\$903,100.73	\$35,640.32	\$32,474.59	\$2,752.42	\$70,867.33
757923	Hotel	8	19.80	\$389,818.82	\$15,383.96	\$14,017.49	\$1,188.07	\$30,589.52
966339	Retail	6	20.84	\$410,254.78	\$16,190.46	\$14,752.35	\$1,250.35	\$53,513.12
	Office	7	13.80	\$271,691.91	\$10,722.16	\$9,769.77	\$828.05	
1011391	Retail	6	5.18	\$101,884.47	\$4,020.81	\$3,663.66	\$310.52	\$10,979.78
	Office	7	1.93	\$38,036.87	\$1,501.10	\$1,367.77	\$115.93	
496684	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
649981	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
649982	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
649992	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
649993	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
649994	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
649996	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
652930	Single Family Villa	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
652931	Single Family Villa	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
652932	Single Family Villa	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
652933	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652934	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652935	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652936	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652937	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652938	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652939	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652940	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652941	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652942	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652943	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652944	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652945	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652946	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652947	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652948	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652949	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652950	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652951	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652952	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652953	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652954	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652955	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652956	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652957	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652958	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652959	Single Family Villa	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
652963	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652964	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652965	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652966	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
652967	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93

Parcel	Lot Size	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
653030	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
653031	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
653032	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
653033	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
653034	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
653035	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
653036	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
653037	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
653038	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
655450	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
667418	Interior Townhome	2	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
667423	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
667598	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667599	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667600	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667601	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667602	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667603	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667604	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667605	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667606	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667607	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667608	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667609	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667610	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667611	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667612	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667613	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667614	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667615	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667616	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
667617	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
667618	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667619	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667620	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667621	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667622	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667623	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667624	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667625	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667626	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667627	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667628	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667629	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667630	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667631	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667632	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667633	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667634	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667635	Interior Townhome	2	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
667636	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
667637	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667638	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667639	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667640	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667641	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667642	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667643	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667644	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667645	Interior Townhome	2	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
667646	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
667647	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75

Parcel	Lot Size	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
675249	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675250	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675251	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675252	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675253	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675254	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675255	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675256	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675257	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675258	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675259	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675260	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675261	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675262	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675263	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675264	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675265	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675266	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675267	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675268	Periphery Townhome	9	0.38	\$7,517.17	\$296.66	\$270.31	\$22.91	\$589.88
1008382	Periphery Townhome	9	0.38	\$7,517.17	\$296.66	\$270.31	\$22.91	\$589.88
675269	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675270	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675271	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675272	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675273	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675274	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675275	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675276	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675277	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675278	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675279	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675280	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675281	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675282	Periphery Townhome	9	0.76	\$15,034.33	\$593.32	\$540.62	\$45.82	\$1,179.76
675283	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675284	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
675285	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
693466	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693467	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693468	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693469	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693470	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693471	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693472	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693473	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693474	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693475	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693476	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693477	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693478	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693479	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693480	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693481	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693482	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693483	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693484	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693485	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693486	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693487	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693488	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
693489	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75

Parcel	Lot Size	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Administrative Expense	Annual Installment
715616	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
715617	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
715618	Interior Townhome	2	0.90	\$17,633.85	\$695.91	\$634.10	\$53.74	\$1,383.75
715619	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
715620	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
715621	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
715622	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
744723	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
744724	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
744725	Single Family Villa	1	1.00	\$19,687.82	\$776.97	\$707.95	\$60.00	\$1,544.93
744738	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
744739	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
744742	0	Non-Assessed	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			649.96	\$12,796,344.43	\$505,000.00	\$460,143.55	\$39,000.00	\$1,004,143.55

APPENDIX E
PID ASSESSMENT NOTICE

PID Assessment Notice

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

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Flower Mound, Texas (the "Town"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Riverwalk Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Town or MuniCap, Inc., the District Administrator for the Town, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Date: _____

Signature of Seller

Signature of Seller

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

Signature of Purchaser

Signature of Purchaser

STATE OF TEXAS

§

§

COUNTY OF _____

§

ONCE RECORDED WITH THE COUNTY, PLEASE SEND A COPY TO TXPID.DISCLOSURES@MUNICAP.COM

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas



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

DATE: August 5, 2024

FROM: Meg Jakubik, Director of Budget Services

ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23, Ordinance No. 20-24, and Ordinance No. 30-24 for adjustments to the Library Development Fund and the Justice Seizures Fund.**

BACKGROUND: The attached budget amendment represents the fourth proposed adjustment of the FY 2023-2024 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures. This amendment will also account for the additional interest proceeds that have been received by the town based on those funds.

This budget amendment is to add budget amounts for purchases identified by the Police Department as appropriate uses of their Justice Seizure Fund and for purchases requested by the Library utilizing donations to their Library Development Fund. Additionally, this amendment will add to the revenue received by both these funds throughout the year. The funds have sufficient available fund balance to support the total expenditure budget requested

The Police Department would like to utilize funds for the following purchases:

- **Terradyn Armored Tactical Vehicle, \$300,000** - This vehicle will provide protection in dangerous scenarios, including active shooter, barricaded suspects, response and rescue and high-risk warrants.
- **Four (4) Chevrolet 1500 Crew Cab Trucks, \$200,000** - These vehicles will be assigned to the Captains, which will ensure they have a vehicle available to respond to incidents at all times and assignment of a take-home vehicle is consistent with these positions in other agencies. The purchase of these vehicles will result in the discontinuation of the car allowance for these personnel. The budget amount includes the vehicle and related equipment.
- **50 RMR HD Firearm Sights, \$28,000** - This is to purchase optics for departmental-issued firearms.

The Library would like to add funding for purchases to support their operations in the following amounts:

- **Additional 3D Printer and warranty, \$5,500**
- **Interactive Plaque near Friends of Library Statue, \$10,000**

- **Additional funding for ebooks and audiobooks, \$70,000**

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: These are one-time purchases utilizing funds restricted to these type of purchases.

Proposed (Revenue)

(\$63,000)

(\$535,500)

Proposed Expenditure

\$85,500

\$558,000

Account Number(s):

Fund 300 Library Development Fund

Fund 332 Justice Seizure Fund

Account Number(s):

Fund 300 Library Development Fund

Fund 332 Justice Seizure Fund

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

ATTACHMENTS:

1. Ordinance- Budget Amendment-4th FY 23-24

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AS ADOPTED BY ORDINANCE NO. 37-23 AND AMENDED BY ORDINANCE NO. 52-23, ORDINANCE NO. 20-24, AND ORDINANCE NO. 30-24, BY PROVIDING FOR ADJUSTMENTS TO THE JUSTICE SEIZURE FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 37-23 on September 18, 2023 and amended by Ordinance No. 52-23, Ordinance No. 20-24, and Ordinance No. 30-24; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, as heretofore adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23, Ordinance No. 20-24, and Ordinance No. 30-24, is hereby amended to provide for adjustments to the **Library Development Fund** and the **Justice Seizure Fund**, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 5th DAY OF AUGUST, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2023-2024**

REASON FOR ADJUSTING THE LIBRARY DEVELOPMENT FUND APPROPRIATION:

In the Library Development Fund, revenues will increase by \$63,000 to account for actual contributions received.

On the expense side, budget amounts will be added to include budget authorization for requests by the Library to support their operations, including an additional 3D printer, an interactive plaque, and additional amount for purchasing ebooks and audiobooks.

<u>Library Development Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Revenues:				
Contributions/Memorials	\$ 15,000	\$ 15,000	\$ 78,000	\$ 63,000
Interest Income	3,000	3,000	3,000	-
Total	\$ 18,000	\$ 18,000	\$ 81,000	\$ 63,000
Expenditures:				
Library Development	\$ 20,000	\$ 20,000	\$ 105,500	\$ 85,500
Total	\$ 20,000	\$ 20,000	\$ 105,500	\$ 85,500

REASON FOR ADJUSTING THE JUSTICE SEIZURE FUND APPROPRIATION:

In the Justice Seizure Fund, revenues will increase by \$535,500 to account for actual interest proceeds and seizure funds received.

On the expense side, budget amounts will be added for purchases requested by the Police Department that are appropriate use of these funds, including a Terradyne Armored Tactical Vehicle (\$330,000), Four Chevrolet 1500 Crew Cab Trucks and equipment (\$200,000), and 50 RMR HD Firearm Sights (\$28,000).

<u>Justice Seizure Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Revenues:				
Fine and Forfeitures	\$ -	\$ -	\$ 521,000	\$ 521,000
Other Revenue	-	500	15,000	14,500
Total	\$ -	\$ 500	\$ 536,000	\$ 535,500
Expenditures:				
Police Services	\$ 75,014	\$ 75,014	\$ 633,014	\$ 558,000
Total	\$ 75,014	\$ 75,014	\$ 633,014	\$ 558,000



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

DATE: August 5, 2024
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval of a quotation from Texas Air Systems for turnkey replacement of six existing AAON Indoor & Outdoor Air units at Animal Adoption Center utilizing BuyBoard Supplier contract #720-23, in the amount of \$432,642.00.**

BACKGROUND: The Flower Mound Animal Adoption Center was constructed in 2006. There are a total of nine HVAC units located throughout this facility. HVAC Units 1, 2, and 3 which provide heating and cooling to the office areas, lobby, and the main dog kennel, have been replaced. HVAC units 4, 5, 6, 7, 8, and 9 provide heating and cooling for the animal areas and the medical room. These units operate 24 hours daily, and are 100 percent outside air units and provide a complete air exchange approximately every 9 minutes. Indoor air quality is dependent upon the proper operation of these units. The units are 15 years old, and replacement parts are no longer available. Considering the age, use, and environment, these six units are operating, but replacement has become a necessity. The Facilities Management Division hired Summit Consulting Inc. to review and ensure the equipment specifications for these new HVAC units meet all requirements for the intended application at the Animal Adoption Center. The total cost for the work is \$432,642 and includes an add alternate to replace HVAC unit 4. Texas Air Systems will utilize BuyBoard Supplier contract #720-23. The work is a turnkey project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$432,642

\$432,642

Account Number(s):

100-655-59200-4030

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Flower Mound Animal Adoption Center HVAC Replacements 7-29-24

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

QUOTATION



Date: July 29th, 2024

To: City of Flower Mound
Attn: Estimating
By: Team Salter

Project: City of Flower Mound – Animal Adoption Center HVAC Split System Replacement
Engineer: Summit Consultants
Based on Plans Dated: May 16th, 2004
Up to Addendum: NA
Project Description: Replace 5 AAON Indoor & Outdoor Air unit

PER: BuyBoard Supplier contract #720-23. Effective December 1, 2023 – November 30, 2026

PRICING SUMMARY-BASE BID

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
PROVIDE AND INSTALL: AAON cooling only 100% outdoor air units	5	CU/AHU -5 thru 9	\$387,621
RTU 16-20 WEEK LEAD TIME			

Add alternate to replace CU /AHU-4 Trane Unit \$45,021, not shown on dwgs but shown during the site walkthrough

TURNKEY SERVICE SCOPE

Professional Services

- On-site professional project manager from the General Contractor, Texas AirSystems
- On-site supervisor will be a commercial HVAC technician, specializing in custom DX DOAS and a factory trained and certified AAON equipment and controls specialist
- In-house, licensed, professional engineers assisting with project designs
- In-house, licensed, NEBB certified test, balance and commissioning personnel reviewing systems
- Engineering review and report of system performance: Full psychrometric, capacity, static pressure, horsepower, and airflow evaluation
- Fully manned and licensed crew of pipefitters, electricians, plumbers and sheet metal capable of all work required

Equipment, Products & Tools

- Hoisting of equipment and haul off from site
- Mineral Oil Clean existing refrigerant piping systems, micron vacuum with new filters & dryers
- Standby rental equipment available through our rental division

Standards

- Fully insured and bonded
- Payment performance bond
- PPE compliance per OSHA
- Buy Board Fees Included
- Permits

Final Project Review and Completion

- Final start up and test & balance of performance
- Post inspection remediation (punch list)

Project Scope – Regular working hours:

- Pre Construction Air Measurement by T&B Contractor

- Recovery of Refrigerant
- Demo 5 Existing AAON Units
- Demolish One Concrete Pad & Replace with 6" thick per notes for ACCU-9
- Provide 5 new AAON DOAS units described below
- Cut refrigerant piping wall covers to accommodate raising the existing refrigerant lines
- Reinstall refrigerant piping on new elevated rack to prevent trash & debris accumulation
- Provide new insulation (exposed outdoor only) and cover with embossed aluminum jacket
- Fabricate and Install New HVAC Plenums
- Sheet Metal Work Required to reconnect ductwork
- Condensate Pans & Drain Piping Required for reconnecting pipe
- Electrical Work Required Whips where needed, existing electrical is assumed in correct wire size and in good condition
- All Labor required for complete unit replacement
- Factory Authorized Start-Up
- Owner Training
- Labor and Parts Warranty – One Year from Start Up

EXCLUDES: Controls integration (we will reinstall what is existing) Schneider should have a contract with the City, fire alarm, Existing Duct detector on 2K CFM unit to be reused all other below CFM requirement, Overtime working hours, balance of existing systems outside of scope of work, mold/mildew remediation if present and Sales Tax

AAON DX Split Systems – BASIS OF DESIGN

TAG: CU/AHU-05 thru 09

AAON Model Qty(5) V3, & Qty(5) CFA air-cooled, 460V-3 phase, electric cooling complete as follows:

- **Double wall, 1" thick, insulated galvanized steel construction with gray polyurethane finish**
- R-410a scroll type compressor with thermal overload protection
- 6-row "DX" coil section with copper tube, aluminum finned cooling coil
- Modulating hot gas reheat
- Direct drive, backward inclined, plenum supply fans provided with VFDs
- VFD condenser section with direct drive fans
- 2" Filter rack
- Standard 1st year parts only warranty
- Five (5) year compressor parts only warranty
- **AAON** Factory Start-Up
- Owner training

EXCLUSIONS: other controls, options, accessories, features not listed above.

Services and Warranties:

- Freight to Jobsite
- Standard One Year Warranty on All Parts
- Five Year Compressor Parts Warranty

-This quotation is subject to change without notice and void after 15 days.
 -Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
 -F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
 -Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.
 -Texas AirSystems equipment will be supplied based upon approved submittal data.
 -Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.
 -Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
 -Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.
 -Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.

1. General Liability:

UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE MAXIMUM LIABILITY (INCLUDING ATTORNEYS FEES) THAT TEXAS AIRSYSTEMS, LLC MAY HAVE TO CUSTOMER IS FOR REFUND OF FEES ACTUALLY PAID PURSUANT TO THIS PURCHASE ORDER.



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

DATE: August 5, 2024

FROM:

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 19, 2024, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 16, 2024, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

BACKGROUND: The purpose of this agenda item is to schedule the August 19, 2024, public hearing on the Town of Flower Mound Crime Control and Prevention District (Crime District) budget and schedule the September 16, 2024, adoption of the FY 2024-2025 Crime District budget.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



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

DATE: August 5, 2024

FROM:

ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 19, 2024, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 16, 2024, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

BACKGROUND: The purpose of this agenda item is to schedule the August 19, 2024, public hearing on the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) budget and schedule the September 16, 2024, adoption of the FY 2024-2025 Fire District budget.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

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



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

DATE: August 5, 2024
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of a Construction Agreement with Millis Development and Construction - Dallas, LLC., for the Peters Colony Memorial Park project, in the amount of \$3,562,629.67; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The bid opening for Bid No. 2024-99-B was held on June 20, 2024. A total of 5 bids were received, of which (4) four bids were verified and determined responsive. The (4) four responsive bids were tabulated, and the lowest qualified bidder was Millis Development and Construction - Dallas, LLC, with a base bid of \$3,016,563.65 and is the lowest responsive, responsive bidder. The selected Bid Alternates increase the total awarded bid amount to \$3,562,629.67; which is well within the construction budget for this project. The selected bid alternates include legacy memorial monuments, a children's memorial area, aesthetic concrete pavers, tree lighting, and artificial turf playground surfacing.

The funding for this project includes a matching grant from the Texas Parks and Wildlife Department of \$750,000.00, which received final federal approval in September 2022. This grant is set to expire in September 2025, with the ability to request a one-year extension through September 2026.

BOARD REVIEW/CITIZEN FEEDBACK: The Master Plan for the park was recommended by the Parks Board at the October 3, 2019, meeting and approved by Town Council on November 4, 2019. The Professional Services Agreement (PSA) with Mesa Design Associates, Inc., to implement the Master Plan for the dedicated park land of 3.3 acres located adjacent to the Flower Mound Public Library was approved at the June 15, 2020 Town Council meeting.

ALTERNATIVES: If this item is not approved, the park project will not be constructed.

FISCAL IMPACT: \$3,562,629.67

Proposed Expenditure/(Revenue)

\$ 258,238.52
\$2,554,391.15
\$ 750,000.00
\$3,562,629.67

Account Number(s):

310-320-90731-6210
308-110-90731-6210
350-110-90731-6210

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. Construction Agreement

2. Bid Tabulation
3. Form 1295 (Internal Use Only)

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

TOWN OF FLOWER MOUND
PETERS COLONY MEMORIAL PARK

Bid # 2024-99-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 5th day of August, 2024, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and Millis Development and Construction – Dallas, LLC, a Limited Liability Company, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

PETERS COLONY MEMORIAL PARK,
Bid # 2024-99-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;
- E. Supplementary Conditions;

- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Three Million**

Five Hundred Sixty-Two Thousand Six Hundred Twenty-Nine and Sixty-Seven cents (\$3,562,629.67) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Three Hundred (300) calendar days, and final completion of Three Hundred Thirty (330) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage's required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on

federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress

payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 5th day of August, 2024.

TOWN OF FLOWER MOUND

CONTRACTOR

Cheryl Moore, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



**Town of Flower Mound
Verified Bid Tab**

Bid No: 2024-99-B – Peters Colony Memorial Park

Bid Opening: 6/20/2024 at 11:00 AM

Company	Total Base Bid
Millis Development and Construction - Dallas LLC	\$ 3,016,563.65
Tegrity Contractors	\$ 3,167,776.98
C Green Scaping LP	\$ 3,177,107.10
2L Construction LLC	\$ 3,639,928.60
TF Harper and Associates LP	\$ 3,842,516.61

****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



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

DATE: August 5, 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 Bordeaux Way Reconstruction project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$1,439,864.63.**

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 Bordeaux Way Reconstruction Project as identified on the capital improvement plan. The project includes replacing multiple deteriorating concrete panels on Bordeaux Way, Bordeaux Circle, and Bordeaux Court. Apex Concrete Construction has an excellent history with the Town for concrete road construction and is available for this project.

BOARD REVIEW/CITIZEN FEEDBACK: On June 13, 2024, a neighborhood meeting was held to discuss the project with the residents of the Vineyard Subdivision. The planned concrete panel reconstruction, project schedule, and traffic control were discussed. The addition of an asphalt overlay to extend the life of the pavement was also discussed. The residents responded in favor of the concrete reconstruction and not in favor of the asphalt overlay.

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

FISCAL IMPACT: \$1,439,864.63

Proposed Expenditure/(Revenue)
\$1,439,864.63

Account Number(s):
316-560-78048-6160

LEGAL REVIEW: None

ATTACHMENTS:

1. Est_985_from_Apex_Concrete_Construction_Inc_24940 7-24-24

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 #
6/21/2024	985

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

Ship To
Bordeaux Way /Bordeaux Circle/ Bordeaux C

Project

Qty	Item	Description	Rate	Total
2,875	demo	Bordeaux Way		
		Item # 30 Cut and Remove 6" Concrete Pavement	49.50	142,312.50
2,875	excavation	Item # 3 Excavate 6" dirt	27.00	77,625.00
617	road base	Item # 82 Install and Compact Type I Flex Base 6"	55.00	33,935.00
1,897.5	misc	Item # 75 Install Geofric Tensar NX 750	10.25	19,449.38
2,875	concrete	Item # 36 Place 6" Reinforced Concrete Pavement (4000 PSI)	97.00	278,875.00
		Bordeaux Circle/Court		
4,657	demo	Item # 30 Cut and Remove 6" Concrete Pavement	49.50	230,521.50
4,657	excavation	Item # 3 Excavate 6" dirt	27.00	125,739.00
876	road base	Item # 82 Install and Compact Type I Flex Base 6"	55.00	48,180.00
3,073	misc	Item # 75 Install Geofric Tensar NX 750	10.25	31,498.25
4,657	concrete	Item # 36 Place 6" Reinforced Concrete Pavement (4000 PSI)	97.00	451,729.00
		Pricing per RFB No.2023-56-A		
			Total	\$1,439,864.63