

Town Council Regular Meeting



February 17, 2025
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. Salvation Army Red Kettle Challenge Results
2. Hometown Hero Proclamation and Banner Presentation for Matthew Boettcher

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects

3. Organizational Updates
 - a. Employee Service Recognition

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. February 20 - Work Session
2. March 3 - 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 2/3 - Consider approval of the minutes from a regular meeting held on February 3, 2025.
2. PIR Software Purchase - Consider approval of an agreement for an online subscription to Just FOIA Public Information Requests software in the amount of \$62,451.15 over three years and authorization for the Mayor to execute it on behalf of the Town.
3. Vacuum Excavator Purchase - Consider approval of the purchase of one Ditch Witch HX30A Vacuum Excavator w/ listed options from Charles Machine Works/Ditch Witch, in the amount of \$87,297.61 utilizing the Sourcewell Cooperative Contract # 110421-CMW.
4. Dump Truck Purchase - Consider approval of purchasing a Mack GR64FR 12 Yard Dump Truck from Bruckner Truck Sales through HGAC Cooperative Contract # HT06-20, for \$237,804.00.
5. Washer Compactor Equipment Purchase - Consider approval for the purchase of Duperon Headworks Screen and Huber Washer Compactor Equipment from Duperon Corporation for the Wastewater Plant Preliminary Treatment Area in the amount of \$981,000.00; and authorization for the Mayor to execute same on behalf of the Town.
6. 2024 Annual Report - Consider approval of the 2024 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board unanimously approved by a vote of 5 to 0 at its February 5, 2025, meeting.)
7. Annual Fireworks Displays - Contract - Consider approval of the award of Request for Proposal 2025-2-A for the Annual Fireworks Display to Rushing's Pyrotechnics, LLC., in the annual amount of \$36,000, with the option of four one-year renewal terms; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. Wichita Trail Reconstruction - Consider approval of the purchase of concrete removal and replacement services from F&F Concrete Construction, LLC, for work associated with the Wichita Trail Reconstruction (Cardinal Drive and High Meadow) project, through Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$2,398,952.76.
2. SUP24-0006 - Scrivner Ranch Helistop - Public Hearing to consider an ordinance granting Specific Use Permit No. 495 (SUP24-0006 – Scrivner Ranch Helistop) to permit a helistop. The property is generally located south of Cross Timbers Road and west of Belle Drive. (On January 13, 2025, PZ tabled this item to its February 10, 2025, meeting by a vote of 4 to 3.) (PZ recommended denial by a vote of 6 to 0 at its February 10, 2025, meeting.)

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: February 13, 2025, at 11:00 a.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

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

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING; AND CRIME
CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**



February 3, 2025
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

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
Jake Speckhals, Environmental Review Analyst

B. INVOCATION

Mayor Moore 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. 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.

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

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

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

	Speaker name and address	Subject (as written on the form)
1.	Tom Cawthon, 2995 Lakeside Dr, Highland Village	Thank you
2.	Todd Bayuk, 10845 Pedernales Falls	Endorsements

** Indicates person did not wish to speak*

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Councilmember Drew announced various upcoming town events.

F. TOWN MANAGER'S REPORT

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

Mr. Childers reported that/on:

- the town received a \$750,000 Texas Parks and Wildlife grant, which will be used for improvements at Trotter Park;
- in 2024 the town had 92 businesses open, which created 1,100+ jobs;
- the substance abuse and mental health stakeholders group meeting.

G. FUTURE AGENDA ITEM(S)

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

There were no future request.

H. COORDINATION OF CALENDARS

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

1. February 17 - Regular Meeting
2. February 20 - Work Session

I. 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 consent items 1.1 - 8 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 - 1/21 - Consider approval of the minutes from January 21, 2025, regular meeting and Crime Control and Prevention District special meeting.
2. Calling General Election - Consider approval of a resolution of the Town of Flower Mound, Texas authorizing and calling for a General Election to be held on May 3, 2025, for the offices of Town Council Place 1 and Town Council Place 3 and, if required, a run-off election on June 7, 2025; approving a joint election with Denton County and Tarrant County; establishing procedures for the election; and providing an effective date.

RESOLUTION NO. 06-25

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS,
AUTHORIZING AND CALLING FOR A GENERAL ELECTION TO BE HELD ON
MAY 3, 2025, FOR THE OFFICES OF TOWN COUNCIL PLACE 1 AND TOWN
COUNCIL PLACE 3 AND, IF REQUIRED, A RUN-OFF ELECTION ON JUNE 7,
2025; APPROVING A JOINT ELECTION WITH DENTON COUNTY AND
TARRANT COUNTY; ESTABLISHING PROCEDURES FOR THE ELECTION;
AND PROVIDING AN EFFECTIVE DATE.

3. Granicus Video Streaming Contract - Consider approval of a Professional Service Agreement with Granicus in the amount of \$83,590.61 over three years; and authorization for the Mayor to execute same on behalf of the Town of Flower Mound.

4. Timber Creek Road Panel Replacement (Phase 2) - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the Timber Creek Road Panel Replacement (Phase 2) project through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$759,501.75.
5. Spring Lake Park Improvements - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the Spring Lake Park Improvements project, located at 4815 Windmill, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$130,569.28.
6. SAFER Grant - Consider approval of a resolution of the Town of Flower Mound, Texas authorizing the application for grant funds as part of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program issued by the U.S. Department of Homeland Security; authorizing the Town's Emergency Management Officer to take all actions necessary to accept a SAFER grant award in accordance with Program Requirements; pledging the Town of Flower Mound will comply with all Program requirements; and providing an effective date.

RESOLUTION NO 07-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE APPLICATION FOR GRANT FUNDS AS PART OF THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM ISSUED BY THE U.S. DEPARTMENT OF HOMELAND SECURITY; AUTHORIZING THE TOWN'S EMERGENCY MANAGEMENT OFFICER TO TAKE ALL ACTIONS NECESSARY TO ACCEPT A SAFER GRANT AWARD IN ACCORDANCE WITH PROGRAM REQUIREMENTS; PLEDGING THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

7. FY 2024-25 CIP Amendment No. 1 - Consider approval of Amendment No. 1 to the fiscal year 2024-2025 Capital Improvement Program.
8. Fire Hydrant Repair and Replacement Services - Consider approval of the award of the Fire Hydrant Replacement Services, Annual Contract Bid No. 2025-11-A to Palmer Hall Construction, LLC, for the repair and replacement of fire hydrants for an estimated annual amount of \$150,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with four one-year renewal options.

J. REGULAR ITEM(S)

1. Calling Bond Election - Consider approval of an ordinance calling a bond election to be held May 3, 2025, for the purpose of submitting to the qualified voters ballot propositions on whether to fund park and recreational facilities, including trail systems, park and sports fields and the Community Activity Center and to fund street improvements with general obligation bonds in the amount of \$112,000,000; resolving other matters incident and related to such election and providing a publication of notice.

Mr. Zagurski gave a presentation identifying or noting:

- proposition ballot language

and he, or Bob Dransfield, Norton, Rose, and Fulbright (Bond Counsel), responded to questions from Council regarding:

- public information resources
- repayment terms
- bond market
- next steps post election
- bond limits

ORDINANCE NO. 06-25

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE TOWN OF FLOWER MOUND, TEXAS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION.

ACTION:	Adam Schiestel moved to approve J.1. 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

2. MPA24-0005 - Pine Hill - Public Hearing to consider an ordinance amending the Master Plan (MPA24-0005 – Pine Hill) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Low Density Residential uses to Medium High Density Residential uses. The property is generally located south of Cross Timbers Road and east of Grace Pearl Lane. (PZ recommended denial by a vote of 5 to 1 at its December 9, 2024, meeting.) (Town Council tabled this item to a future date uncertain by a vote of 5 to 0 at its January 21, 2025, meeting.)

Mayor Moore opened items J. 2, 3, and 4 at the same time.

Ms. Murphy gave a presentation for all three items identifying or noting:

- general location

- land use and zoning
- master plan exhibit
- 12.9.24 conceptual plan
- revised conceptual site plan
- modifications
- exception request
- site photos
- revised conceptual plan
- existing approved site plan
- revised conceptual landscape plan
- boards and commissions recommendations
- tree survey
- MPA captions

and she, or Mr. Speckhals responded to questions from Council regarding (some of which were after public comment):

- changes since the last council meeting
- setbacks, including on the eyebrow lots
- zoning on PD 72
- overhead power lines
- retaining walls (lots 5 and 6)
- fencing
- trees

Applicant Presentation

Geoff Wescott, Brockett Street Capital, Dallas, Tx, gave a presentation identifying or noting:

- background information
- response to public comments from the last meeting, including timing, setbacks, privacy, trees, fencing

and he, or Edward Sedacco (property owner), responded to questions from Council regarding (some of which were after public comment):

- trees
- fencing
- timing
- setbacks
- power lines

Mayor Moore opened public comment for items J.2, 3, and 4 at 6:41 p.m. (note: the public hearing for these items was satisfied at the January 21, 2025, Town

Council meeting). She later invited the public to approach the podium to discuss their concerns, which included a dialogue between the residents, applicant, and council.

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.	None	Aditi Banerjee, 3800 Grace Pearl Ln with donated time from Melvin Stephen, 3920 Grace Pearl Ln	None
2.		Rajesh Veerapaneni, 3928 Grace Park Ln	

** Indicates person did not wish to speak*

Mayor Moore closed the public comment at 6:50 p.m.

Council Discussion

There was council discussion regarding:

- allowing more time for the applicant and residents to discuss setbacks, fence standards, and tree plantings
- timing for the project to date
- changes since the original concept plan
- how a nursing home is currently allowed by right
- adjacencies
- fencing

Administrative Note: These items were tabled at 7:32 p.m. to allow the applicant and residents an opportunity to discuss various requests and possible solutions prior to Council action. Council revisited these items after reconvening from the regular agenda closed session items at 8:09 p.m.

ORDINANCE NO. 07-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SECTION 1.0, "LAND USE PLAN," TO CHANGE THE CURRENT LAND USE

DESIGNATION ON THE LAND USE PLAN MAP FROM LOW DENSITY RESIDENTIAL USES TO MEDIUM HIGH DENSITY RESIDENTIAL USES ON APPROXIMATELY 4.281 ACRES OF LAND SITUATED IN THE PERRY MALONE SURVEY, ABSTRACT NO. 836, DENTON COUNTY, TEXAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Ann Martin moved to approve J.2. 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

3. ZPD24-0007 - Pine Hill - Public Hearing to consider an ordinance amending the zoning (ZPD24-0007 – Pine Hill) from Planned Development District No. 173 (PD-173) with Agricultural District (A) uses and a nursing or congregate care facility to Planned Development District No. 207 (PD-207) with modified Single Family District-5 (SF-5) uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Grace Pearl Lane. (PZ recommended denial by a vote of 6 to 0 at its December 9, 2024, meeting.) (Town Council tabled this item to a future date uncertain by a vote of 5 to 0 at its January 21, 2025, meeting.)

This item was opened and discussed at the same time as item J.2.

ACTION: Ann Martin moved to approve J.3.with the following additional conditions:

- Pine Hills lots 1 - 6 will have no windows on the 2nd floor on the west side
- the 8-foot board-on-board fence will be measured from grade at Pine Hills, and the poles will be on the side of Pine Hills on residential lots 1 - 6, and none will be less than 6 feet
- electrical lines will be buried as required inside the property
- and there will be a minimum of two trees consisting of a minimum 3-inch caliper to be planted in the backyard of Pine Hills lots 1 - 6

Chris Drew seconded the motion.

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

4. Public Hearing TRP24-0013 - Public Hearing to consider an application for a tree removal permit (TRP24-0013) for seven (7) specimen trees on property proposed for development as Pine Hill. The property is generally located south of Cross Timbers Road, west of Auburn Drive, and east of Grace Pearl Lane. (The Environmental Conservation Commission recommended approval of seven (7) trees and denial of one tree (#2968) by a vote of 6 – 0 at its December 3, 2024, meeting.) (Town Council tabled this item to a future date uncertain by a vote of 5 to 0 at its January 21, 2025, meeting.)
This item was opened and discussed at the same time as item J.2.

ACTION: Ann Martin moved to approve J.4. 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

K. 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 discussion or action taken.

L. 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 7:32 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. Oncor Electric Delivery Company NTU, LLC v. Town of Flower Mound, et al.
Cause No. 25-0139-158

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.

M. RECONVENE

The Town Council reconvened into an open meeting at 8:09 p.m., to take no action on the above items.

N. ADJOURN

Mayor Moore adjourned the meeting at 8:26 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: February 17, 2025
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of an agreement for an online subscription to Just FOIA Public Information Requests software in the amount of \$62,451.15 over three years and authorization for the Mayor to execute it on behalf of the Town.**

BACKGROUND: The Town receives approximately 1,500 - 2,000 public information requests (PIRs) annually. The current manual process used by the Town Secretary's Office and Police Department is time-consuming and inefficient. Just FOIA is web-based software that would allow for an automated workflow system, eliminating many manual steps. This software would alleviate duplicate data entry, reduce storage capacity, allow for better tracking, improve oversight, add an invoicing component, and advanced reporting features. Customer service would also be improved with faster response times and users would have the ability to track their request. Streamlining the PIR process will allow staff to allocate time to other projects, such as scanning archived paper documents.

This purchase was approved in the 2024/25 budget. Since October, the Town Secretary's Office, in coordination with the Police Department, as well as other key departments, has conducted research with companies that offer this product, with emphasis on functionality, price, and customer service. Just FOIA was selected because they met or exceeded our short and long-term needs, and was the most cost-effective product.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Staff would continue with the manual process.

FISCAL IMPACT: \$13,692.48 (3/3/25 - 11/14/25) - Just FOIA subscription proration & one-time services

\$15,466.67 (11/15/25 - 11/14/26) - Year 1 annual cost

\$16,240.00 - Year 2 annual cost

\$17,052.00 - Year 3 annual cost

\$62,451.15 (Total)

Proposed Expenditure/(Revenue)

\$62,451.15 (over 3 years)

Account Number(s):

100-610-10200-5130

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

ATTACHMENTS:

1. Master Service Agreement

2. Addendum-Just FOIA

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

MASTER SERVICES AGREEMENT NO. 19803

This Master Services Agreement No. 19803 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and the Town of Flower Mound ("**Client**"). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification, or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement. In no event shall the Company's liability be reduced or diminished due to any liability of a Company Affiliate.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each mutually approved Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

Payments for amounts due shall be in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. Interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251.

Client is tax exempt and shall not be subject to or pay for any charges for taxes under the Agreement. All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a municipality, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical, and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may

reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

Notwithstanding any other provision to the contrary in the Agreement, all information, documents, feedback, and communications relating to the Agreement shall be subject to the Texas Public Information Act ("TPIA") and the Texas Records Retention Acts (the "Acts") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the TPIA. Specifically, any obligations contained in the Agreement or any Order or Change Order are subject to and superseded by Client's obligations under the TPIA and the Acts. In the event Client receives a request for any confidential information, Company shall be responsible to provide Client with information and arguments necessary to include in any letter to the Texas Attorney General requesting that the documents be exempt from required disclosure.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall notify Client prior to the disclosure of Personal Information. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third-parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11 AND THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined,

Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT. EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company

MCCi, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Attn: James Childers
Email: james.childers@flowermound.gov

15. Miscellaneous

(a) **Use of Open-Source Code.**

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(b) **Client Software Customizations.**

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(c) **Company Software Configuration Services.**

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations. Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(d) **Lar**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(e) **Excluded Parties List.**

To the extent required by law and applicable to Client, Company agrees to promptly, but no later than five (5) days, report to Client if an employee or contractor is listed by a federal agency as debarred, excluded, or otherwise ineligible for participation in federally funded health care programs.

(f) **Boycotts.**

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(g) **E-Verify**

Company uses E-Verify to verify the work authorization of all newly hired employees.

(h) **Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) **Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear reasonable costs associated with audits.

(j) **Assignment**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors

and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. If the dispute still exists after thirty (30) days, either Party may seek any remedy to include filing suit in a court of competent jurisdiction. Neither Party waives any right to a jury trial for any legal action arising out of or relating to this Agreement or the transactions contemplated herein.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

The Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country. Exclusive venue shall lie in Denton County, Texas.

(s) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(t) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the discovery of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

TOWN OF FLOWER MOUND ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

2121 CROSS TIMBERS ROAD
FLOWER MOUND, TX 75028

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 19803

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 19803 ("**Agreement**");

This Initial JustFOIA Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

JustFOIA, Inc

TOWN OF FLOWER MOUND ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING



850.701.0725
850.564.7496 fax

Client Name: Town of Flower Mound
Client Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Quote Number: 34523
Quote Type: New JustFOIA System

Bill to/Ship to: Theresa Scott
Theresa.Scott@flowermound.gov
cc AP Contact: Accountspayable@Flower-Mound.com

Quote Date: 1/23/2025

Subscription Period Start Date: 03/03/2025
Subscription Period End Date: 11/14/2026

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>DIR-CPO-5262</i>	<i>Total</i>
JustFOIA ANNUAL RECURRING SERVICES				
☒ JustFOIA Pro Plus	1	\$9,835.00	\$8,917.89	\$8,917.89
☒ Payment Portal for JustFOIA Pro Plus	1	\$1,475.25	\$1,337.68	\$1,337.68
☒ Laserfiche Integration for JustFOIA Pro Plus	1	\$1,967.00	\$1,783.58	\$1,783.58
☒ Single Sign-On (SSO)	1	Included	Included	Included
☒ Any & All Document Management	1	Included	Included	Included
☒ Unlimited Admins, Power Users & General Users	1	Included	Included	Included
☒ Unlimited Storage	1	Included	Included	Included
<i>Site Name:</i> Flower Mound		Included	Included	Included
<i>URL:</i> flowermoundtx.justfoia.com		Included	Included	Included
☒ JustFOIA Process Administration Support Services <i>Up to 20 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>	1	\$3,780.00	\$3,427.52	\$3,427.52
SUBTOTAL - RECURRING ANNUAL SERVICES				\$15,466.67

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>DIR-CPO-5262</i>	<i>Total</i>
JustFOIA SERVICE PACKAGES				
☒ Pro Implementation	1	Included	Included	Included
☒ Configuration of 2 Request Forms <i>1. General Records Requests 2. Police Department Records Requests</i>	1	Included	Included	Included
☒ Redaction Exemption Codes Configuration	1	\$1,500.00	\$1,360.13	\$1,360.13
☒ Payment Portal Configuration	1	\$750.00	\$680.06	\$680.06
☒ Single Sign-On Configuration	1	Included	Included	Included
☒ Any & All Document Management Configuration	1	Included	Included	Included
☒ Laserfiche Integration Configuration for JustFOIA Pro	1	\$750.00	\$680.06	\$680.06
☒ Remote End-User Training	1	\$500.00	\$453.38	\$453.38

☒	Dynamic Fields Configuration (up to 10/package)	2	\$370.00	\$335.50	\$671.00
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SUBTOTAL - ONE-TIME SERVICES					\$3,844.63
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☒	JustFOIA Subscription Proration for 20+ Months				\$10,847.85
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☒	JustFOIA One-Time Services Discount for MCCi Clients				(\$1,000.00)
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Discount is based on this quote and if the quote changes the discount amount is subject to change. Expires 01/31/2025

JUSTFOIA SUBSCRIPTION PRORATION (3/3/2025 - 11/14/2025) & ONE-TIME SERVICES					\$13,692.48
YEAR 1 RECURRING ANNUAL SUBSCRIPTION COST (11/15/2025 - 11/14/2026)					\$15,466.67
YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST					\$16,240.00
YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST					\$17,052.00

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "Solution").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

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BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ Initial Sale: Upon receipt of Order. ▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both Parties authorize this Order.

TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@justfoia.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

REDACTION EXEMPTION CODES CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide list of desired Exemption Codes for entry into JustFOIA with desired descriptions

JustFOIA TASKS & DELIVERABLES

- Configure Redaction Exemption Codes and Exemption Log
- Complete testing and training

PAYMENT PORTAL CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Payment Portal Guide](#)
- Set up an account with a valid Payment Processor (JetPay/NCR, NIC, PayPal or Authorize.net)*
*Recommended that merchant account application be completed at the time of JustFOIA contract execution to avoid project delays.
- Supply necessary credentials from Payment Processor. Examples include:
 - Client Key
 - Web Key
 - API Identifier
 - Payment Type Name
 - Allowed Payment Method
- Participate in testing process

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly

- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

LASERFICHE INTEGRATION CONFIGURATION

CLIENT TASKS & DELIVERABLES

- IT review and verification of prerequisites/requirements in the [Laserfiche Integration User & Configuration Guide](#)
- Attend all scheduled integration and configuration sessions and respond promptly to requests for information
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Delivery of installable Common Web Services API (CWS API)
- Conduct remote configuration sessions as required to complete the Laserfiche integration
- Complete testing and training

REMOTE END-USER TRAINING

CLIENT TASKS & DELIVERABLES

- Attend end-user training

JustFOIA TASKS & DELIVERABLES

- Conduct end-user training covering a variety of topics specific to the main duties performing by attending users. Example topics include:

▪ Dashboard	▪ Request List Page	▪ Routing Requests	▪ Uploading Response Docs
▪ Redaction	▪ Time & Materials	▪ Correspondence	▪ Discussions

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-

transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third-parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition

by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as “Certified” (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, “Certified” shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees or Service is negatively materially affected by such change.



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

DATE: February 17, 2025
FROM: Jeremy Jennings, Utility Line Main Manager
ITEM: **Consider approval of the purchase of one Ditch Witch HX30A Vacuum Excavator w/ listed options from Charles Machine Works/Ditch Witch, in the amount of \$87,297.61 utilizing the Sourcewell Cooperative Contract # 110421-CMW.**

BACKGROUND: The Public Works Department is requesting the purchase of a Ditch Witch HX30A Vacuum Excavator. The unit will be purchased from Charles Machine Works through Sourcewell Cooperative Contract # 110421-CMW in the amount of \$87,297.61. This is a replacement for a 2017 Ditch Witch Hydro Excavator unit number 92320-16 and is part of the approved Fiscal Year 24-25 Vehicle and Equipment Replacement Fund (VERF). This request is in accordance with the Fleet Department's recommendation.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$87,297.61

Proposed Expenditure/(Revenue)
\$87,297.61

Account Number(s):
565-450-84500-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Req
2. Quote
3. Bid Award Recommendation

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 10/8/2024
 Suggested Vendor: Ditch Witch/Charles Machine W
 Contact (if known): Kyle Anna
 Address (if available): _____
 Phone/Fax: 817-807-2178



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
					-
VERF	\$ 90,000	1	Ditch Witch FX30B Vacuum System equivalent	\$ 87,297.61	\$ 87,297.61
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 87,297.61

Name/Phone Ext.: Jeremy Jennings/6440
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 92320-16
 Spec Name: Hydro Excavator Trailer

APPROVALS:

Fleet Manager: Bill Sterner

Bid/Solicitation #: _____

Co-Op/Contract #: Sourcewell 110421-CMW

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



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

TOWN OF FLOWER MOUND
SOURCEWELL MEMBER 77514
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028

Quotation

Information

Quotation No. 20212491
Document Date 01/24/2025
Customer No. 512385
Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 02/24/2025

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 110421-CMW ***** HX30A - HX30A With the following configuration: Debris Tank 800 Gallon Water Tank 400 Gallons Filter Cyclonic Separator Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 3 Inch HX Boom None Water Heater No Options 6-4 Reducer Options Prospector Digging Lance Options Rear Work Lights Options Traffic Cone Storage Options Trailer Tongue Tool Box Options Water Air Gap Prospector Digging Lance Yes Water Air Gap Yes Traffic Cone Storage Yes			

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

TOWN OF FLOWER MOUND
SOURCEWELL MEMBER 77514
2121 CROSS TIMBERS ROAD
FLOWER MOUND TX 75028

Quotation

Information

Quotation No. 20212491
Document Date 01/24/2025
Customer No. 512385
Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 02/24/2025

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Trailer Tongue Tool Box Yes Hydraulic Oil Standard Color Standard			
1EA	301-5571 - REDUCED FHC BODY (64F-96F)			
1EA	HX30A-PREP - HX30A Vacuum Excavator Prep Ass embly			
1EA	190-2804 - REAR WORK LIGHTS			
1EA	025-1034 - VT24 800 GAL HEAVY TRAILER			
Corporate Account Price				85,879.61
Total Freight				1,098.00
Installation Charge				320.00
Total Amount				\$ 87,297.61

Confidentiality Notice:

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Bid Award Recommendation

Date: 1/28/2025– VERF – FY24-25

Description: **Hydro Excavation Trailer**

Qty.: 1

Replaces: 92320-16, a 2017 Ditch Witch Hydro Excavation Trailer – ULM Water

Bidder: Charles Machine Works (Ditch Witch), Kyle Anna 817-807-2178
kyle.anna@witchequipment.net

Item: 1 – Ditch Witch HX30A Hydro/Vacuum Excavation Trailer Assy and Options as Identified on Ditch Witch Corporate Quote 20212491 Which Cites Sourcewell Cooperative Contract 110421-CMV.

Total Cost of Vehicles, Equipment & Installation:

\$87,297.61

It is Fleet Services recommendation to award the bid to **Charles Machine Works/Ditch Witch** in the amount of **\$87,297.61** utilizing the **Sourcewell Cooperative Contract # 110421-CMW**.

Fleet Services Manager

1/28/2025

Date



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

DATE: February 17, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of purchasing a Mack GR64FR 12 Yard Dump Truck from Bruckner Truck Sales through HGAC Cooperative Contract # HT06-20, for \$237,804.00.**

BACKGROUND: The Public Works Department is requesting the purchase of a Mack GR64FR 12 Yard Tandem Axle Dump Truck with a Plow Hitch. The unit will be purchased from Bruckner Truck Sales through HGAC Cooperative contract #HT06-20 for \$237,804.00. This unit is a replacement for a 2011 7400 International Dump Truck. This purchase was approved for replacement under the FY25 vehicle replacement fund (VERF). This request is in accordance with the Fleet Department's recommendation.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$237,804.00

Proposed Expenditure/(Revenue)
\$237,804.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Req
2. Quote
3. Spec
4. HGAC Pricing Worksheet
5. Bid Award Recommendation

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 10/23/2024
 Suggested Vendor: Buckner Mack
 Contact (if known): Jake Maxwell
 Address (if available): 3611 Irving Blvd Dallas, Texas
75247
 Phone/Fax: _____



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$230,000	1	New Mack Dump Truck with Warren Dump Bed	\$237,804	\$ 237,804.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 237,804.00

Name/Phone Ext.: Ty Bickford Ext:6413
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 9410-29
 Spec Name: _____

APPROVALS:
 Fleet Manager: Bill Sterner

Bid/Solicitation #: _____
 Co-Op/Contract #: HGAC HT06-20

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



Bruckner's Truck & Equipment Retail Proposal

Date: **February 4, 2025**

CUSTOMER INFORMATION	
Name:	TOWN OF FLOWER MOUND
Name:	PO NUMBER TBD
Address:	2121 CROSS TIMBERS RD
CSZ:	FLOWER MOUND, TEXAS 75028
Phone:	940-765-0807
Cell:	940-765-0807
Fax:	Contact: KEITH GABBARD
Email:	keith.gabbard@flower-mound.com

EQUIPMENT INFORMATION	
Stock #:	TBD
UNITID	TBD
Year:	2026
BODY	DUMP/PLOW
Make:	MACK
Model:	GR64F
VIN:	TBD
Salesperson:	JAKE MAXWELL

EQUIPMENT SPECIFICATIONS			
Engine Make:	MACK	Wheelbase:	218"
Horsepower:	MP7-365HP	Frame:	9.5MM
Engine Brake:	MACK	Interior Trim:	PREFERRED TRIM STEEL GRAY
Transmission:	ALLISON 4500 RDS	Wheels Front:	WHITE STEEL
Front Axle:	23,000 SPRING	Wheels Rear:	WHITE STEEL
Rear Axle:	46,000 CAMELBACK	Tire Size:	425/65R22.5 / 11R22.5
Rear Suspension:	SS46 MACK CAMELBACK	Tire Front:	BRIDGESTONE
Ratio:	3.98	Tire Rear:	BRIDGESTONE

Chassis Includes the Following Local Extras:

PREP FOR DELIVERY
 HGAC
 13/15 YD WARREN DUMP BED PRICE INCLUDED
 CENTRAL HYDRAULIC SYSTEM INCLUDED
 MTE TRUCK PLOW HITCH INCLUDED
 BACK UP CAMERA
 8" BOLT ON APRON
 MONROE PLOW LIGHTS
 BIG BERTHA DUMP BODY VIBRATOR

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$233,524.00	\$233,524.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	1			
OTHER CHARGES:				
Title, and License Fees (Estimated):			-	-
Purchase Coverage	Type:	60/250 ENG2/AFT	3,400.00	3,400.00
Insurance	Type:	ALLISON 5YR WARRANTY	880.00	880.00
Dealer Inventory Tax and Doc Fees:			-	-
Cash Down Payment:				
TOTAL:			\$237,804.00	\$237,804.00

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

CUSTOMER PROPOSAL

MACK®



PREPARED FOR

TOWN OF FLOWER MOUND
2121 Cross Timbers Rd
LEWISVILLE
TX 750282602

DATE

2/4/2025

PREPARED BY

BRUCKNER TRUCK SALES, INC.
3611 IRVING BLVD
DALLAS
TX 75247-5919

QUOTE INFORMATION

BRUC2024000325F286
GRANITE 64FR MACK SPEC
Qty: 1



TECHNICAL SPECIFICATION

GRANITE 64FR MACK SPEC



				WEIGHT (LB)	
MODEL DEFINING		DESCRIPTION		FRONT	REAR
S	PB100K	PRICE BOOK LEVEL	2026A Pricebook	0	0
S	LAX05X	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT	0	0

				WEIGHT (LB)	
APPLICATION PACKAGES		DESCRIPTION		FRONT	REAR
	MPK05K	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, LH BATTERY BOX, 11.8 GALLON (45L) DEF, SINGLE 22" LH FUEL TANK	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	002F52	CHASSIS (BASE MODEL)	GRANITE 64FR MACKSPEC	4,853	1,764
S	99X93X	ASSEMBLY PLANT	Made in Macungie, PA USA	0	0
	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
	013002	TYPE OF SERVICE	MUNICIPAL	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84043	INTENDED REGISTRATION LOCATION	TEXAS	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
	5FFB1X	BRAND ORNAMENT	BULLDOG, CHROME	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	DHX10X	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0	0
	0050M5	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW FRONT MOUNTED	0	0
	2KEC1X	TRAILER TYPE	FIXED DRAWBAR TRAILER AND CENTERED AXLES	0	0
	DKXJCX	GROSS COMBINATION WEIGHT (CA in PC29 only)	90,000 LB (41 TONNES) GROSS COMBINATION WEIGHT	0	0
S	7OBB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	0	0
	QCXA1X	TOPOGRAPHY	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%	0	0
S	E1BD1X	AMBIENT TEMP UPPER LIMIT	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	0	0
	032A79	OPERATING TERRAIN GRADE CONDITIONS	ON HIGHWAY, STARTING GRADES<16%	0	0
S	033A10	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE	0	0

				WEIGHT (LB)	
ENGINE/TRANSMISSIONS		DESCRIPTION		FRONT	REAR
	1004N0	ENGINE / MOTOR	MP7-365C MACK 365HP @ 1350-1700 RPM (PEAK) 1950 RPM (GOV) 1450 LB-FT, US'21	1,855	463
S	3GCB1X	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION	0	0
	136206	TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION	732	245
S	V4EZ9X	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
EXHAUST/EMISSIONS		DESCRIPTION		FRONT	REAR
	Z8FT1X	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
S	Y7BC1X	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR	0	0
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0	0
	MCF01F	CHASSIS MOUNTED EMISSIONS FINISH	PAINTED DEF & DPF COVER	0	0
	DF10M1	DIESEL EXHAUST FLUID TANK	11.8 GALLON (45 L) 22" LEFT SIDE FRAME MOUNTED	0	0
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-35	-17
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND	0	0
S	Q0AA1X	EXHAUST - BRIGHT FINISH	W/O BRIGHT FINISH EXHAUST	0	0
	78AAAX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2025	0	0

				WEIGHT (LB)	
ENGINE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	125045	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0
S	121AA5	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0
S	1130G3	AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	7	3
S	393AA2	BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)	-8	-4
	L5XF1X	BATTERY BOX COVER	POLISHED ALUMINUM	5	0
	LLXC1X	EMERGENCY START CONNECTIONS	EMERGENCY START STUDS, BATTERY BOX MOUNTED	7	0
	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	3	0
	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	31	0
	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	0	0
S	JMxB1X	VEHICLE/TRAILER STOP LAMP APPLICATION (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)	0	0
S	J2EAAX	ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC	0	0
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
S	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0
S	124AA3	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES	0	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
	36AD1X	TETHER DEV PKG, CAPS & COVERS	CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK, BATTERY BOX, AND TOOL BOX (IF FURNISHED)	0	0
S	2YBZ1X	EMERGENCY ENGINE STOP (CA)	WITHOUT ENGINE STOP, EMERGENCY	0	0

				WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT		DESCRIPTION		FRONT	REAR
	492007	GEAR SHIFTER	ALLISON DASH MOUNTED SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES)	0	0
S	MCB05B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0
	MRP003	MINIMUM REQUIRED DRIVELINE SIZE (KAX)	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS-L	0	0

PRICELIST DATE

20240812

QUOTATION

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TECHNICAL SPECIFICATION *(cont.)*



			WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT	DESCRIPTION		FRONT	REAR
195AB0	DRIVELINE - MAIN	MERITOR 18 MXL "XTENDED LUBE" (PROPS-L)	7	7
204AA5	DRIVELINE - INTERAXLE	MERITOR 17 MXL "XTENDED LUBE"	0	0
76AA1X	DRIVESHAFT MAIN U-JOINT	UNIVERSAL JOINT HALF-ROUND TYPE (where applicable)	0	0
S 8WAAAX	DRIVESHAFT INTERAXLE U-JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S 4LDA1X	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC	0	0
7RXAEX	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS	0	0
139008	TRANSMISSION OIL COOLER	ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES	0	0

			WEIGHT (LB)	
FRONT AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR
240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	428	0
244AB4	SPRINGS - FRONT	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	27	0
241081	BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+	29	0
U3XC9X	BRAKE DRUMS - FRONT	BRAKE, FRONT, DRUM LIGHT WEIGHT TRUTURN	0	0
U0AA1X	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC	0	0
V7AB1X	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0	0
0KXA1X	HUBS - FRONT	FERROUS	157	0
S 61500A	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE	0	0
S 1KAA1X	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE	0	0
245AB0	STEERING	SHEPPARD SD110 + HD94	206	0

			WEIGHT (LB)	
REAR AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR
2680D8	REAR AXLE	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	0	1,447
S 617003	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0	0
S 01800R	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0	0
254013	TRACTION DIFFERENTIAL	INTERWHEEL DIFFERENTIAL LOCK, ALL REAR AXLES	0	18
S 3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
TAXGHX	REAR AXLE RATIO	3.98 RATIO	0	0
1860K6	REAR SUSPENSION	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, HEAVY DUTY	0	1,991
402AA3	SPRINGS - ANTI-SWAY	SPRINGS, ANTI-SWAY	0	104
XZXA1X	TRUNNION BUSHING	BRONZE	0	36
S GWXABX	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)	0	0
2AAABX	SHOCK INSULATORS	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP	0	5
XYXZ1X	TRANSVERSE TORQUE RODS	WITHOUT TRANSVERSE TORQUE RODS	0	-66
S 237037	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS	0	20
S 253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)	0	-35
U4XC9X	BRAKE DRUMS - REAR	BRAKE, DRIVE REAR, DRUM LIGHT WEIGHT TRUTURN	0	0
S U1AA1X	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC (Total for QTY = 2)	0	0
V1AB1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down	0	0

PRICELIST DATE

20240812

QUOTATION

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TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
REAR AXLE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	300AS0	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
	0LXI1X	HUBS - REAR	ALUMINUM PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	212
	9GAABX	ABS SENSOR/CHANNEL OPTION	6S/6M SYSTEM SENSING BOTH REAR AXLES W/WHEEL END SENSORS	5	0
S	6980C8	ANTILOCK BRAKE SYSTEM	MACK ROAD STABILITY ADV.BENDIX ABS/ATC/RSA W/YAW CNTRLW/MUD/SNOW SW; REQ-TRUCK APPL 6S6M	0	0
S	URXD1X	AIR SYSTEM VALVE VENDOR	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0
S	3ZAA1X	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0

				WEIGHT (LB)	
FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION		FRONT	REAR
	271218	WHEELBASE	218"	133	133
	374063	AF (OVERHANG)	63"	-15	236
	MCE0CE	FRAME RAILS & LINERS	11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81"); RBM 2,820,000 LB-IN	0	0
	A0XF3X	FRONT FRAME LENGTH	BUMPER POSITION EXTENDED 20" (SNOW)	131	-13
S	281AA5	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	0	0
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-8	49
S	X6XA1X	TAPERED FRAME RAIL ENDS	WITHOUT TAPERED FRAME RAIL ENDS	0	0
	4DXN6X	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL BRIGHT FINISH	0	0
S	4ZAAAX	TRUNNION BRACKET	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT	0	0
S	4EXG1X	TOWING DEVICE, FRONT	HOOKS	0	0
S	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0
	288AD8	FUEL TANK - LH	88 GALLON (335 L) 22" ALUMINUM D-SHAPE	177	75
S	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	JHXB1X	FUEL LINE MATERIAL	BRAIDED HOSE	5	3
S	8520C2	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0	0
	12AA1X	FUEL SYSTEM - DUAL	W/O FUEL LINE OPTION	0	0
S	Q2AA1X	CAB ACCESS STEPS	STANDARD 2 STEP CAB ACCESS	0	0
S	223AA3	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0	0

				WEIGHT (LB)	
AIR/BRAKE		DESCRIPTION		FRONT	REAR
S	141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0
	UWXB1X	AIR TANK DRAIN VALVE	MANUAL DRAIN VALVES, WITH LANYARDS ON ALL TANKS	0	0
S	U2XB1X	AIR TANK MATERIAL & FINISH	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
	1JAABX	PARKING BRAKE VALVE	TWO (2) VALVE DUAL BRAKE SYSTEM - TRAILER SUPPLY AND TRACTOR-TRAILER PARK	0	0

				WEIGHT (LB)	
ELECTRICAL		DESCRIPTION		FRONT	REAR
	5RXA6X	BACK-UP ALARM	ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB	0	3
	EAXA1X	DASH MOUNTED SWITCHES	FURN. (1) EXTRA DASH MTD. ROCKER SWITCH (THRU IGNITION) FOR LOCAL INSTALLED ITEMS	0	0
	3120C2	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & TRUCKLITE SIDE MARKER LAMPS	5	3

PRICELIST DATE

20240812

QUOTATION

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TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
ELECTRICAL		DESCRIPTION		FRONT	REAR
	NJXAAX	AUXILIARY LAMPS (CA in PC29 only)	DASH CONTROL & POWER SUPPLY FOR LOCAL INSTALL OF AUX SNOWPLOW LAMPS OVERRIDE DAYTIME RUNNING LIGHTS	0	0
S	LJXCAX	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED, HEATED	0	0
S	LSXJ7X	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED	0	0
S	X2AA1X	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0	0
	NEXD2X	TAIL LAMPS	LED TYPE TAIL LAMP MODULE MTD BELOW REAR CROSSMEMBER	0	5

				WEIGHT (LB)	
TRAILER CONNECTIONS		DESCRIPTION		FRONT	REAR
S	WGXB1X	HAND CONTROL VALVE	W/O HAND CONTROL VALVE	-6	0
	WHXQ2X	TRAILER CONNECTIONS	TRAILER AIR BRAKE CONNECTIONS, END OF FRAME	23	23
	321031	TRAILER ELECTRICAL RECEPT	SINGLE 7 PINS STD SAE TYPE, END OF FRAME	0	0
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0

				WEIGHT (LB)	
PTO		DESCRIPTION		FRONT	REAR
	TYXE1X	PTO - CONTROL	TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION	3	0
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5

				WEIGHT (LB)	
SPECIALTY EQUIPMENT		DESCRIPTION		FRONT	REAR
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
S	2PEZ1X	DATA CAPTURE	WITHOUT DATA CAPTURE	0	0
S	1PAZ1X	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA	0	0

				WEIGHT (LB)	
CAB INTERIOR (A THRU G)		DESCRIPTION		FRONT	REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
	E1AAAX	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)	0	0
	I6AA1X	AUX.INCAB PNEUMATIC LINE	AUX. INCAB PNEUMATIC LINE CLEANOUT	0	0
S	4AXC1X	CLIMATE UNIT	ELECTRONIC CONTROLLED CLIMATE CONTROL AIR CONDITION	0	0
S	EEXA1X	CUPHOLDER	CUPHOLDER	0	0
S	I0XAHX	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	0	0
S	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"	0	0
	7860E6	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD	9	0
S	184AA2	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0	0

				WEIGHT (LB)	
CAB INTERIOR (H THRU R)		DESCRIPTION		FRONT	REAR
S	C52082	INSTRUMENT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0
	20XB1X	KEY TYPES FOR DOORS	ALL CHASSIS KEYED ALIKE- (M-001)	0	0

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				WEIGHT (LB)	
CAB INTERIOR (H THRU R)		DESCRIPTION		FRONT	REAR
S	13AA1X	KEYLESS ENTRY	W/O ELECTRONIC KEYLESS ENTRY	0	0
S	E3XD1X	OVERHEAD CONSOLE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0
S	1740D4	RADIO/RADIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
	73AJ1X	RADIO - ANTENNA	48" ANTENNA RIGHT SIDE MIRROR MOUNTED	0	0
	5BXC3X	RADIO ANTENNA - CB	PREP KIT FOR MOUNTING ON LT SIDE MIRROR (W/O ANTENNA)	3	0
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE	0	0
S	1WAB1X	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0
S	5JXAIX	RADIO - CB RADIO MOUNTING	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	5	0
	784054	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC	12	5

				WEIGHT (LB)	
CAB INTERIOR (S THRU Z)		DESCRIPTION		FRONT	REAR
S	004014	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0	0
S	196AAA	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR	71	16
S	MAP05P	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLENDED BLACK & GREY VINYL	0	0
S	197AA1	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK	40	9
S	MAQ06Q	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLENDED BLACK & GREY VINYL	0	0
	3PXA1X	SEAT ARM REST(S)	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY	3	3
	5920G2	SEAT BELT(S)	LAP & SHOULDER HEIGHT ADJUSTMENT D-RING SEATBELT RH/LH ORANGE IN COLOR	0	0
S	D8XC1X	SEAT BELT WARNING INDICATOR	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0	0
S	2QAA1X	STARTER SWITCH	KEY TYPE	0	0
S	161011	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0	0
S	WSXBAX	WINDSHIELD TYPE	TWO PIECE WINDSHIELD	0	0
S	145AA1	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)	0	0
S	JQXAAX	WINDSHIELD WASHER	W/O WINDSHIELD WASHER OPTION	0	0
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0

				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	MCY02Y	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0	0
S	MCG0AG	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE	0	0
	40000E	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0
S	MCD03D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR	3	0
S	2KXB1X	FENDER EXTENSIONS	FENDER EXTENSIONS	5	0
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0
	26XA1X	HOOD HATCH	WITH INSPECTION HATCH FOR SNOWPLOW HOOD	0	0
S	154AA2	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET	5	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	5	0

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			WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION	FRONT	REAR
152AB6	MIRRORS - EXTERIOR	AERO MIRROR - BODY COLOR, HEATED & MOTORIZED both sides, WIDE ANGLE both sides, W/O LAMPS	3	0
157037	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, STAINLESS STEEL (UNPAINTED)	9	0

			WEIGHT (LB)	
AERODYNAMIC DEVICES		DESCRIPTION	FRONT	REAR
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0

			WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION	FRONT	REAR
9004Y0	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)	336	0
5311Z1	WHEELS - FRONT	22.5x9.00 ACCURIDE 29039x WHITE POWDER COATED STEEL, 5.75" OFFSET, 5 HAND HOLE (Total for QTY = 2)	208	0
901601	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M713 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 8)	0	971
3462L6	WHEELS - REAR	22.5x8.25 ACCURIDE ACCU-LITE 51408x WHITE POWDER COAT STEEL, 6.60" OFFSET, 2 HAND HOLE (Total for QTY = 8)	0	565
15XAEX	VALVE STEMS & CAPS	TIRE INFLATION VALVE, STANDARD WITH MEYER V2B FLOW THRU CAPS	0	0
S	MCH03H	FRONT HUB/WHEEL TRIM WITHOUT FRONT HUB/WHEEL TRIM	0	0
S	MCI03I	REAR HUB/WHEEL TRIM WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)	0	0

			WEIGHT (LB)	
COMMUNICATION SYSTEMS		DESCRIPTION	FRONT	REAR
S	3YAA1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1	0	0
S	M30060	TELEMATIC GATEWAY TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0

			WEIGHT (LB)	
ENGINE ELECTRONICS		DESCRIPTION	FRONT	REAR
S	WOXA1X	SHUTDOWN-ENG.OIL PRESSURE OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	SHUTDOWN-ENG.COOLANT TEMP COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENG /OIL TEMP SHUTDOWN ENGINE PROTECTION (SHUTDOWN)	0	0
	C7AABX	FAN ENGAGEMENT TIME-A/C ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0	0
S	K7XY1X	LOW IDLE ENGINE RPM IDLE CONTROL, 600 RPM	0	0
S	X0AB0X	IDLE RPM UP W/LOW VOLTAGE INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
	B1AZ1X	IDLE S/D WARNING TIME WITHOUT IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP 38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER 5 MIN. WARM UP TIME DELAY	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	M4CB1X	IDLE S/D OVERRIDE %ENGINE LOAD IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0
S	D2AAFX	AMBIENT TEMP MIN TRESHOLD AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0
S	B3ABAX	EHT, MAX ROAD SPEED ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)	0	0
S	B6ABAX	EHT, MAX ENG SPEED ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0	0

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				WEIGHT (LB)	
ENGINE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	B4ADAX	EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0

				WEIGHT (LB)	
TRANSMISSION ELECTRONICS		DESCRIPTION		FRONT	REAR
	7790O9	TRANSMISSION ELECTRONICS PACKAGE	DUMP/VOCATIONAL/PLOW(223) - REQUIRES SERVICE BRAKE TO ENGAGE GEAR (4TH GEAR LIMIT SECONDARY FOR PLOW	0	0
	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-ALLOWS THE DRIVER TO ENGAGE GEAR PRIOR TO DISENGAGING THE PARK BRAKE	0	0
	MAV0AV	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	FUELSENSE, FULL NEUTRAL AT STOP	0	0

				WEIGHT (LB)	
VEHICLE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	JCXE6X	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	Y3CC1X	PEDAL SPEED LIMITER	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	E5AACX	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	X2BB1X	ROAD SPEED LIMIT CONTROL TYPE	RSL CONTROL TYPE NORMAL	0	0
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0	0
	Q6FAHX	DIFF LOCK SPEED LIMIT	DIFFERENTIAL LOCK ROAD SPEED LIMIT 24KMH (15MPH)	0	0
S	W5BA1X	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0	0
S	A4BAAX	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	0PAZ1X	DRIVER PERFORMANCE & BONUS PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0
S	G5AAHX	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	G3AAPX	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0

				WEIGHT (LB)	
PAINT		DESCRIPTION		FRONT	REAR
S	950AD0	PAINT DESIGN	SINGLE COLOR	0	0
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188	0	0
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0
S	MPD944	HOOD COLOR	SAME AS FIRST COLOR - HOOD	0	0

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				WEIGHT (LB)	
PAINT	DESCRIPTION			FRONT	REAR
	940944	MIRROR COVER COLOR	SAME AS FIRST COLOR - MIRROR COVER	0	0
S	MPA998	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING	0	0
S	951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036	0	0
	958028	BUMPER	W/O OPTIONAL BUMPER PAINT	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

				WEIGHT (LB)	
CALCULATED CODES - KAX	DESCRIPTION			FRONT	REAR
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0
	D5EA1X	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES	DESCRIPTION			FRONT	REAR
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0
	M51E31	ENGINE WARRANTY	ENG PLAN 2: 60 MO/250K MI-EXT ENGINE COVERAGE MP7/MP8 <460HP	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0
	M53036	ENGINE AFTERTREATMENT SYSTEM	EATS: 60 MO/250K MI-ENGINE AFTERTREATMENT <460	0	0
	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)	0	0
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0

				WEIGHT (LB)	
CONNECTED SERVICES	DESCRIPTION			FRONT	REAR
	S03014	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 60 MONTHS	0	0
	S04014	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 60 MONTHS	0	0
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

FRONT / REAR AXLE WEIGHTS (LB)

9480 8308

TOTAL WEIGHT (LB)

17787

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CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

HT06-20

Date
Prepared:

2/5/2025

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Town of Flower Mound	Contractor:	Bruckner Truck Sales
Contact Person:	Keith Gabbard	Prepared By:	Bob Davie
Phone:	432-336-5085	Phone:	512-632-6622
Fax:		Fax:	210-666-7216
Email:	keith.gabbard@flower-mound.com	Email:	bob.davie@brucknertruck.com

Product Code:	18	Description:	GR64FR
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 42900

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
4500 RDS	18500	Transmission Cooler	3200
Double Reduction Rear Axle	4200	46K rear axle	8800
Traction Diff	3900	Wheelbase 218	5100
Upgrade to 46K Suspension	8800	Flaming River Battery Disconnect	3150
Lube Rear axle	3100	11.811 x 3.54 x .437	4200
PTO Control and Switch	1250	Warren Dump Bed	26000
GR Vocational Package	3800	Transverse Torque Rods	3250
20K Front Axle	8800	315/80R22.5 Front Tires	1950
20K Springs	8800	Allison Vocational Package	3500
Bronze Trunnion Bushings	3150	Full Liner	3808
MP7 365	4350	Subtotal From Additional Sheet(s):	
Transynde Fluid	3200	Subtotal B:	134808

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to Warren dump for snow/plow	25981	Aero Mirror Wide Angle	2100
MTE Truck Plow Hitch	14500		
Fuel Sense Full Neutral at Stop	942	Subtotal C:	43523

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 24%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Surcharge	11500		
Extended Warranty	4073	Subtotal D:	15573

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 236804

Quantity Ordered:	1	X Subtotal of A + B + C + D:	236804	=	Subtotal E:	236804
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F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 1000

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: **H. Total Purchase Price (E+F+G):** 237804



Bid Award Recommendation

Date: 2/5//2025– VERF – FY24-25

Description: **12 Yd Tandem Axle Dump Truck w/Plow Hitch & Hydraulics**

Qty.: 1

Replaces: 9410-29 a 2011 12 Yd Tandem Axle Dump Truck w/Plow Hitch and Central Hydraulic System – Drainage/ROW

Bidder: Bruckner Truck Sales, Jake Maxwell 214-551-6199, jmaxwell@brucknertruck.com
Via HGAC Cooperative Contract# HT06-20.

Item: 1 Mack GR64FR With Warren 12 Yd dump Bed, MTE Snow Plow Hitch, and Central Hydraulics as per HGAC Contract Pricing Worksheet dated 2/5/2025, Bruckner Truck & Equipment Proposal, and Technical Specification "Granite 64FR Mack"

Total Cost of Vehicles, Equipment & Installation:

\$237,804.00

It is Fleet Services recommendation to award the bid to **Bruckner Truck Sales** in the amount of **\$237,804.00** utilizing the **HGAC Cooperative Contract # HT06-20**.

Fleet Services Manager

2/5/2025

Date



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

DATE: February 17, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval for the purchase of Duperon Headworks Screen and Huber Washer Compactor Equipment from Duperon Corporation for the Wastewater Plant Preliminary Treatment Area in the amount of \$981,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Wastewater Preliminary Treatment Area (PTA) consists of two influent screens that remove large materials or solids flowing into the wastewater treatment plant (WWTP) and other treatment elements such as grit removal and filtration. One of the screens broke in May 2024 and was not repairable. The second screen failed in early August.

The PTA facility, including the screen replacement, is part of the WWTP Master Plan. This project was scheduled for construction in FY 2025. Due to the second screen failing and no longer functioning, an emergency purchase order to fast-track the repairs of the existing screens was initiated with Plummer Associates, Inc. Staff engaged Plummer Associates for an accelerated design of the screen portion of the PTA project. Now that the design is complete, staff reached out to Duperon System Solutions for a cost proposal for the headworks screens equipment.

Due to the importance of these preliminary treatment screens which remove large objects such as rags, metals, debris, etc. preventing damage to the wastewater treatment plant equipment, an emergency purchase order to fast-track the purchase of the screens was initiated with Duperon System Solutions. Town staff followed the Town's Emergency Purchase Order Policy that mirrors the State's criteria for an Emergency Purchase.

Duperon System Solutions has an excellent reputation with many wastewater facility owners both private and public. The Town's engineering consultant, Plummer Associates, recommended Duperon Headworks screens with Huber compactors. The new screens will be manufactured by Duperon Systems Solution and the model is the Deperon FlexRake series. The Duperon Screens and parts are all manufactured in Michigan, U.S.A. Town staff met with Duperon System Solutions representatives to learn about their products and quality control.

This request is only for the purchase of the Duperon headwork screens and Huber compactors. The construction and installation work for the headworks screens and compactors will be performed by a third-party contractor at a later date after a construction bid process. The construction project will include the demolition of the existing screens, installation of new screens, replacement of electrical infrastructure, structural repair, and improvements to the channels. A separate Town Council agenda item will be created and submitted for approval after the bid process.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve will result in continued equipment failures and possible TCEQ violations.

FISCAL IMPACT: \$981,000.00

Proposed Expenditure/(Revenue)

\$981,000.00

Account Number(s):

630-970-99250-6180

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Plummer Cover Letter
2. Duperon Proposal - WWTP PTA R1

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



2/10/2025

Manuel Palacios Jr.
Assistant Director of Public Works
Town of Flower Mound
972-874-6414
manuel.palacios@flowermound.gov (Email correspondence with no hard copy to follow)

Re: Town of Flower Mound Wastewater Treatment Plant
Emergency Screen Replacement

Dear Mr. Palacios:

Plummer recommends the Town move forward with procurement of the Duperon screens and Huber washer compactors for the emergency fine screen replacement project at the wastewater treatment plant. Attached is the vendor's not-to-exceed letter and the updated proposal.

The current WWTP fine screens have been out of service for extended periods the past couple of years, causing significant operational disruptions and reliability concerns for the Town. Immediate replacement is necessary to prevent accumulation of solids in downstream process units, maintain compliance with regulations, and ensure continuous operation of the facility.

The Duperon Flex Rake IQ screen has been recommended for this application for its durability and compatibility with the Town's existing infrastructure. The screen replacement will provide debris removal and seamless integration with minimal modifications.

Please reach out with any questions or concerns on my mobile phone, 214-223-8777.

Sincerely,

PLUMMER

Paula Monaco, PhD, PE
Wastewater Treatment Team Leader

Enclosure

cc: Mr. Jeff Caffey, PE - Plummer



February 11, 2025

To: **Manny Palacios Jr.**
Assistant Director of Public Works
Town of Flower Mound
manuel.palacios@flowermound.gov

Re: Mechanically Cleaned Bar Screen
Firm Price Proposal Number P12369 R9

Mr. Palacios Jr.,

Please find attached Duperon's Firm Price Proposal, Duperon Ref# P12369 R9 for two (2) Duperon Mechanically Cleaned Bar Screens, two (2) Huber Washer Compactors and related controls.

Please let us know if you have any questions or comments

Sincerely,

Mark Hickok
Regional Manager
Duperon Corporation
mhickok@duperon.com
(989)312-0289

cc: Chris Hanley, Vision Equipment
chris@visionequipment.net



DATE: February 7, 2025

Mechanically Cleaned Bar Screen
Firm Price Proposal Number P12369 R9
FlexRake® FR IQ
Flower Mound WWTP, TX

To:
Town of Flower Mound

Sales Representative:
Chris Hanley
Vision Equipment
(214) 354-8265
chris@visionequipment.net

From:
Brandon Dayton
Sales Project Manager
Duperon Corporation
(989) 754-8800
bdayton@duperon.com

Mark Hickok
Regional Sales Manager
Duperon Corporation
(989) 412-0289
mhickok@duperon.com



Thank you for considering Duperon® system solutions for your project. We appreciate the opportunity to provide you with a Budgetary Equipment Scope. Please do not hesitate to contact your Duperon® Team with any questions as we work with you through the design process and ensure a successful project.

Form ES-P19-F03-23

Printed: 2/7/2025 1:06 PM

Scope of Supply:

(2) Mechanical Bar Screen - Stainless Steel Link Driven, Front Cleaning, Front Return

- **Model FlexRake®**
 - **FR IQ**
 - **Outdoor Installation**
- Continuous Cleaning without an operator
- Head Sprocket Only Design – no critical components under water
- Continuous Cleaning, top to bottom, the entire width of scraper
- SSTL2205 Scrapers designed to handle rocks, stones and heavy grit
- SSTL316 side fabrications, dead plate and cross members
- SSTL316 full enclosure covering from deck to discharge
- 4" Enclosure knock out for future odor control
- SSTL316 enclosure access panels
- SSTL316 FlexLinks
- SSTL316 Vertical rake support
- Structural review by a licensed PE with a TX stamp
- Heat pads and thermostat suitable for Class I Div II areas (Power by Duperon)
- 1 HP Motor
- SSTL316 Drive Head:
 - Drive Sprockets and components SSTL316
 - Drive Shaft SSTL316

Dimensions and design criteria

- 4.00 ft channel width
- 5.58 ft channel height
- 4.20 ft discharge clearance into Washer Compactor
- 16 ft nominal length of FlexLink and scraper system
- 0.25 inch clear opening
- 0.25 inch x 0.75 inch x 0.13 inch SSTL316L tear drop bar screen
- 7.0 ft screen field length
- 30 degrees from vertical
- 5.60 ft of head differential structural design

Hydraulic Profile

- See attached models for hydraulic performance information.
 - Peak Flow = 12.00 MGD with designated 2.50 ft max USWL @ 25% blinding factor
 - Average Flow = 3.00 MGD with 1.00 ft minimum USWL @ 25% blinding factor

Estimated Anchors Needed for Mechanical Bar Screen:

Estimated Anchors Needed (not included in scope of supply –by Others/Contractor):

- 316 SSTL Anchors
 - Anchors for FlexRake toes and plates
 - 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500V3 Safe Set Adhesive System
 - Minimum concrete depth of 6-3/4 inches
 - Anchors for FlexRake Return Guide / Closeout
 - 9.5 mm (3/8 inch) diameter x 85 mm (3-3/8) inch long Embed HAS Rods w/ Hilti RE-500V3 Safe Set Adhesive System
 - Minimum concrete depth of 5-1/16 inches
 - Epoxy tube
 - Dispenser

(2) Controls Package: Main Panel

- **NOTE: Per NFPA 820, the main control panel shall not be in an NFPA-classified area.**
- Main fusible disconnect for incoming power 480V/60Hz/3Ph
- Wall mount NEMA 4X SSTL316 enclosure powder coated white
- Enclosure to be:
 - o Located indoors (outdoors) in an unclassified area
 - o Not located where temperatures drop below 0°C (32°F) frequently
 - o Located where temperatures exceed 40°C (105°F) frequently
- Enclosure to include equipment
 - o (1) FlexRake with 1.0 HP motor driven by AB PowerFlex 525 VFD with panel mounted keypad and line reactor
- Relay Based control, to include
 - o Pilot lights, push buttons and selector switches on front door
 - o Terminal blocks, ETM's, breakers, and relays where required
 - o Hand-Off-Auto selector switch uses PB station in Hand mode
 - o Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
 - o Adjustable on/off cycle timers
 - o Machine runs when remote start contact is made or run timer is active, it will speed up when level is at set point
 - o HydroRanger 200HMI transmitter
- Enclosure environmental controls and accessories
 - o Heater, thermostat, and panel air conditioner
 - o Dead front panel design
- Instrumentation
 - o Differential Level Control
 - (2) Siemens XPS-15F Ultrasonic Level Transducers (transducers must be installed at least 1.00 foot above the highest anticipated water elevation)
- Local to equipment mounted devices
 - o (1) Three hole NEMA 4X/7/9 enclosure with E-Stop maintained contact pushbutton, Jog-Reverse pushbutton, and Forward pushbutton

Bar Screen Spare Parts

- (10) Snap Rings
- (2) Link Clevis Pins
- (4) Button Head Cap Screw
- (4) 3/8"-16 Nylock Nut
- (1) Snap Ring Tool
- (1) 1 oz. Anti-Seize Lubricant

On Site Technical Assistance for Installation Certification, Start-Up, and Training

- (4) Trip(s)
 - (1) Technician
 - (8) 8 hour man-day(s) total onsite
- If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Warranty

- Two Year Standard material and workmanship **(FlexRake only)**
- Five year warranty on all rotating parts **(FlexRake only)**

(2) HUBER Wash Press: WAP

- SSTL316 construction
- SSTL316 Shafted screw with stainless backed nylon brush in wash and compaction zones
- 5mm perforated drain and 3.5 in. NPT drain connection
- Baldor/Bauer 5 HP motor 3 Phase, 60 Hz, 480 VAC
- Heat Tracing
- ***Reuse existing discharge chutes**

(2) HUBER Standard Control Panels

- NEMA 4x 316SSTL construction
- AB MicroLogix PLC
- AB PanelView 4" HMI
- NEMA Reversing motor starters

Warranty

- 24 months from completion of installation and start up

Estimated Anchors Needed for Washer Compactor: To be verified at time of submittal

Estimated Anchors Needed **(not included in scope of supply –by Others/Contractor):**

- 316 SSTL Anchors
 - o Anchors for toes and plates
 - o 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
 - o Minimum concrete depth of 6-3/4 inches

Price: \$981,000.00

Price is valid for 30 days.

Freight to Jobsite Included

Submittals: 6-8 weeks after approved purchase order, based on workload

Equipment Ship: 18-20 weeks after approval to release manufacturing, based on workload

Clarifications:

General Clarifications

- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 3 weeks' advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$1200 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for the services intended to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.
- All anchor bolts require a minimum concrete depth of 1.5 times the embedment

Bar Screen Clarifications

- The bar screen will be shipped fully assembled
- It is recommended on sites with solid plate/grating across channels; that channel ventilation connection points occur upstream of mechanical screening equipment as necessary to relieve the channel fumes from exhausting only through the equipment enclosure
- Field assembly of SSTL screen enclosure required.
- Dead plate heat pad(s) included are suitable for Class I Div II areas. If Class I Div 1 is required, additional costs will apply.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.

Washer Compactor Clarifications

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others
- Ball valves and WYE strainer to be provided by others

Controls Clarifications

- All conduit and field wiring between the equipment by others
- Mounting hardware by others

Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (i.e., unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchors.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Anchors by others.
- Discharge system.
- Stilling wells.

Payment Terms:

- 5% Due with placement of order
- 20% Invoiced upon submittal of engineering drawings
- 70% Invoiced at time of shipment
- 5% Invoiced upon successful start-up or 60 days after shipment, whichever is less.
- All payments are due Net 30 days
- Based upon review and approval by Duperon credit department.
- No retentions allowed.

Proposal Terms:

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements.
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

Duperon Corporation Terms and Conditions

The Terms and Conditions ("Terms") contained herein shall apply to any and all Equipment sales by Duperon Corporation, Inc ("Duperon Corporation") to Purchasers ("Purchasers"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by Duperon Corporation before becoming binding on either party. The sale and purchase of Equipment described herein shall be governed exclusively by the foregoing and the following Terms:

1. **ACCEPTANCE:** Any prior Duperon Corporation price quotation or pricing letter is for Purchaser's information only. Duperon Corporation shall only be bound by written confirmation of acceptance of the proposal. All Purchaser orders and agreements are expressly conditioned upon assent to these terms and conditions. Terms additional to or different from those in these terms and conditions are rejected. Duperon Corporation and Purchaser agree that these terms and conditions are accepted in good faith by both parties as the controlling terms and conditions notwithstanding Section 2-207 of the Uniform Commercial Code, as enacted. Duperon Corporation's commencement of performance is not to be construed as acceptance of any of Purchaser's terms or conditions. Duperon Corporation may commence performance in reliance on Purchaser's acceptance of these terms and conditions.
2. **SPECIFICATIONS:** The proposal or Equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The Equipment will meet the mechanical specifications as described by Duperon Corporation.
3. **ITEMS INCLUDED:** Duperon Corporation's offer includes only the listed Equipment and does not include erection, installation, accessories or associated materials such as controls, piping, etc.
4. **PARTIES TO CONTRACT:** Duperon Corporation is not a party to or bound by the terms of any other Purchaser contract, agreement, or understanding with third-parties and Duperon Corporation's duties are limited to this proposal with Purchaser to which there are no intended third-party beneficiaries.
5. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of a proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. Duperon Corporation or its supplier's shipping points with freight allowed. All claims for damage, delay or shortage shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the Equipment shipped, notifying Duperon Corporation of any damage or shortage within forty-eight hours of receipt. Failure to so notify Duperon Corporation shall constitute acceptance by Purchaser, relieving Duperon Corporation of any liability for shipping damages or shortages.
6. **PAYMENTS:** All invoices are net 30 days. Delinquencies and failure to pay after demand by Duperon Corporation are subject to a 1.5% service charge per month or the maximum permitted by law, whichever is less, on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when Duperon Corporation is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on percentage of completion. Unless specifically stated otherwise, prices quoted are for Equipment only. If at any time the financial condition of the Purchaser gives Duperon Corporation, in its judgment, doubt concerning the Purchaser's ability to pay, Duperon Corporation may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Duperon Corporation until such payment has been received or terminate its contract.
7. **CREDIT APPLICATION:** Purchaser must complete a credit application if it wishes credit terms. The provision of credit is subject to acceptance by Duperon Corporation's Credit Department and its requirements.
8. **RETENTIONS:** Retentions are not included, unless specifically noted. Purchaser agrees not retain payment or any part of a payment. Failure to make payment in accordance with the agreed upon terms will result in a 1.5% per month service charge.
9. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the contractually agreed upon normal shipment date, or if material price increases (or decreases) are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to a shared risk escalation adjustment. Any escalation less than plus or minus 5% shall be absorbed by Duperon Corporation. All escalation (increase or credit) that exceeds 5% shall be passed onto the Purchaser at cost and shall be based upon increases (or decreases) in material costs to Duperon Corporation that occur in the time period between quotation and material procurement by Duperon Corporation. Purchaser agrees to this potential escalation (or credit) regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a)The total quoted revised price is based upon changes in the indices as published by third party sources, such as, the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Price Indices.
 - (b)Price revision for items furnished to, and not manufactured by Duperon Corporation, which exceed the above escalation calculation, will be passed along by Duperon Corporation to Purchaser based upon the actual increase in price to Duperon Corporation for the period from the date of quotation to the date of material procurement. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
10. **BACKCHARGES:** Duperon Corporation will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Duperon Corporation furnished materials unless such back charge has been authorized in advance in writing by a Duperon Corporation employee, by a Duperon Corporation purchase order, or work requisition signed by Duperon Corporation
11. **APPROVAL:** If approval of Equipment submittals by Purchaser or others is required, a condition precedent to Duperon Corporation supplying any Equipment shall be such complete approval.

Duperon Corporation Terms and Conditions

12. **INSTALLATION SUPERVISION:** Unless specified, prices quoted for Equipment do not include installation supervision or on-site technical advice. Duperon Corporation recommends and will, upon request, make available, at Duperon Corporation's then current rate, an experienced installation supervisor to act as the Purchaser's agent to supervise installation of the Equipment. Purchaser shall at its sole expense furnish all necessary labor, Equipment, and materials needed for installation. Responsibility for proper operation of Equipment, if not installed by Duperon Corporation or installed in accordance with Duperon Corporation's instructions and inspected and accepted in writing by Duperon Corporation, rests entirely with Purchaser; and any work performed by Duperon Corporation personnel in making adjustment or changes must be paid by Purchaser at Duperon Corporation's then current per diem rates plus living and traveling expenses. Duperon Corporation shall not be responsible for results in connection with the installation of the Equipment or technical advice not provided or furnished by Duperon Corporation.
13. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of nonacceptance is received by Duperon Corporation within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Duperon Corporation unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of Equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
14. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be the responsibility of Purchaser.
15. **TITLE:** The Equipment shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Duperon Corporation until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Duperon Corporation's title and interest in and to such Equipment; and upon Purchaser's default, at Duperon Corporation's option, Duperon Corporation may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such Equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Duperon Corporation may suffer from any cause.
16. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Duperon Corporation's benefit, adequate insurance including, but not limited to, builders risk insurance on the Equipment against any loss of any nature whatsoever. Purchaser shall provide proof of said coverage prior to shipment.
17. **SHIPMENTS:** Any estimated delivery dates represent Duperon Corporation's best estimate. No liability, direct or indirect, is assumed by Duperon Corporation for failure to ship or deliver on such dates. Duperon Corporation shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Duperon Corporation may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Duperon Corporation that the Equipment is ready for shipment; and thereafter any storage or other charge Duperon Corporation incurs on account of the Equipment shall be added to Purchaser's account. If delivery is specified at a point other than Duperon Corporation or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Duperon Corporation's reasonable control and occurring at a location other than Duperon Corporation or its supplier's shipping points, Duperon Corporation assumes no liability for delivery delay. If Purchaser refuses such delivery, Duperon Corporation may store the Equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.
18. **WARRANTY:** DUPERON CORPORATION WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "DUPERON WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, DUPERON CORPORATION SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER. THE PARTIES AGREE AND STIPULATE THAT AN EXPRESS WARRANTY PROVIDED TO PURCHASER IN WRITING IS THE SOLE WARRANTY REGARDING THE PRODUCT AND ANY SERVICE PROVIDED BY DUPERON CORPORATION. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND DUPERON CORPORATION IS NOT LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, EXCEPT AS SET FORTH IN THESE TERMS AND THE EXPRESS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE EXPRESS WARRANTY.
19. **PATENTS:** Duperon Corporation agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said Equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement provided Duperon Corporation is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give Duperon Corporation needed information, assistance, and authority to enable Duperon Corporation so to do. In the event said Equipment is held or conceded to infringe such a patent, Duperon Corporation shall have the right at its sole option and expense to a) modify the Equipment to be non-infringing, b) obtain for Purchaser the license to continue using said Equipment, or c) accept return of the Equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Duperon Corporation will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Duperon Corporation's request. The foregoing states the entire liability of Duperon Corporation, with respect to patent infringement; and except as otherwise agreed to in writing, Duperon Corporation assumes no responsibility for process patent infringement.

Duperon Corporation Terms and Conditions

20. **CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by Duperon Corporation, the proposal, or Purchaser's order based on the proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Duperon Corporation to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Duperon Corporation's plant or elsewhere, shall be added to Purchaser's sole account. If Duperon Corporation stores Purchaser's product upon request, Purchaser agrees to be invoiced, and pay, as if the product shipped according to schedule and all risks incidental to storage shall be assumed by Purchaser. Duperon Corporation shall have the right to cancel any order or proposal without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.
21. **RETURN OF PRODUCTS:** No products may be returned to Duperon Corporation without Duperon Corporation's prior written permission. Said permission may be withheld by Duperon Corporation at its sole discretion.
22. **EXTENDED STORAGE:** Extended storage instructions will be part of the information provided at shipment. If Equipment installation and start-up is delayed more than 30 days, the storage instructions must be followed to keep WARRANTY in force.
23. **INDEMNIFICATION AND HOLD HARMLESS:** Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of Equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized, nor liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments caused in part by Purchaser's negligence or willful misconduct. Purchaser agrees to indemnify Duperon Corporation from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.
24. **LIMITATION OF REMEDIES:** Duperon Corporation's liability shall be limited to the obligation to repair or replace only those portions or parts of Equipment proven to have failed to meet in material respect the mechanical specifications as described by Duperon Corporation or for defects in workmanship or materials as described in the Duperon Corporation Warranty in Section 18. Duperon Corporation's cumulative liability in any way arising from or pertaining to any Equipment sold to Purchaser shall not in any case exceed the purchase price paid by Purchaser for said Equipment. IN NO EVENT SHALL PURCHASER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CLAIMS BASED ON DELAY, OR ANY CONTINGENT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER PURCHASERS' CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, EQUITY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AT LAW OR IN EQUITY.
25. **FORCE MAJEURE:** Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God; fire, explosions, hostilities or war (declared or undeclared, striking or work stoppage involving either party's employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of these Terms as promptly as possible.
26. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, either written or oral, and is not subject to modification except by a writing signed by an authorized officer of each party. Any terms and conditions of any purchase order or other offer issued by Purchaser in connection with the subject matter of Duperon Corporation's proposal, which are in addition to or inconsistent with these terms and conditions, will not be binding on Duperon Corporation in any manner whatsoever unless accepted by Duperon Corporation in writing.
27. **APPLICABLE LAW AND ARBITRATION:** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Any controversy or claim arising out of or relating to the performance of any contract resulting from the Equipment, the proposal, or the breach thereof, shall be settled by binding arbitration filed in Saginaw County, Michigan, in accordance with the Arbitration Rules of the American Arbitration Association and the parties agree to irrevocable personal jurisdiction in Michigan. Judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.
28. **NOTICES:** Unless otherwise stated, Purchaser shall deliver notices in writing via certified mail or reputable overnight courier (postage prepaid) to: Duperon Corporation, 1200 Leon Scott Court, Saginaw, MI 48601. Notices delivered in this manner become effective upon Duperon Corporation's actual receipt. Duperon Corporation's notices to Purchaser may be delivered via email, facsimile, ordinary or certified mail, reputable overnight courier, or invoice and are effective when sent.
29. **MISCELLANEOUS:** Titles and/or headings in these Terms are inserted for convenience only and are not intended to affect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. No assignment of any right or obligation under this Contract shall be made by either party without the prior consent of both parties and all others are void. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences. The parties deem that this Agreement was executed and to be fully performed in Saginaw, Michigan.



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

DATE: February 17, 2025
FROM: Melody Eby, Economic Development Manager
ITEM: **Consider approval of the 2024 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board unanimously approved by a vote of 5 to 0 at its February 5, 2025, meeting.)**

BACKGROUND: On September 19, 2005, the Flower Mound Town council established the TIRZ #1 by creating the zone, a Board of Directors, and a TIRZ fund. At the February 5, 2025 TIRZ #1 Board meeting, the Board unanimously voted to approve the 2024 Annual Report. The Annual Report provides a summary of the steps taken by the Board of Directors and Town Council for fiscal Year 2023-2024. It also outlines the net taxable value and captured appraised value within the zone as well as the increment for fiscal year 2023-2024, which is \$8,619,948. The Annual Report is required by law to be filed annually with Denton County and the Comptroller of Public Accounts in Austin before the 150th day following the end of the fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: The TIRZ #1 Board of Directors unanimously voted to approve the 2024 Annual Report.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. TIRZ 2024 Annual Report

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

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2024



Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1
(TIRZ #1)

ANNUAL REPORT

2024

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2024

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Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2024

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

During the period from October 1, 2023, through September 30, 2024, the Town of Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) Board of Directors met twice.

The first meeting was held on December 14, 2023 to approve the minutes from the November 22, 2022 TIRZ #1 board meeting, and the 2023 Annual Report. The Town of Flower Mound Director of Economic Development, Ray Watson, provided a brief overview of the 2023 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) and updated the board on the TIRZ Fund balance detail, as well as TIRZ revenue and projections. Furthermore, the Assistant Director of Engineering, Brian Waltenburg, provided an update on the status of each active project that the TIRZ is currently funding.

The second meeting was held on April 3, 2024 to approve the minutes from the December 14, 2023 meeting and to approve an amended and restated Project and Finance Plan, ratifying the previous TIRZ #1 Board actions relative to projects authorized and to add additional projects already approved by the TIRZ #1 Board.

Board members appointed and serving at the time of both meetings:

Town - Jim Engel, Tim Whisenant, Mark Hargreaves

County - Larry Lipscomb and David Johnson

Ex-Officio - Mayor Derek France and Town Manager James Childers

During the period from October 1, 2023, through September 30, 2024, the Flower Mound Town Council took the following action:

- At a meeting on December 18, 2023, the Town Council approved the 2023 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2024

PUBLIC INFRASTRUCTURE PROJECTS

2023-24

CURRENT STREET PROJECTS

FM 1171 Westbound Turn Lane at FM 2499 Intersection

The project includes the installation of a FM 1171 westbound turn lane at the FM 1171/FM 2499 intersection, providing for approximately 410 feet of paving, hike/bike trails, utility relocations and traffic signal upgrades. A design contract in the amount of \$55,000.00 was awarded to Kimley-Horn and Associates, Inc. on October 3, 2016. Since that time, initial design and right-of-way acquisition have been completed. After initial design was completed, federal funding for construction was received for the project. To more efficiently utilize the federal funding, TxDOT will be constructing the project. On November 15, 2021 a design amendment in the amount of \$47,400.00 was approved to modify the construction plans to meet TxDOT requirements and prepare the project for TxDOT bidding. The project bid in June 2023. Project is complete..

Karnes Road

The project consists of the improvement of Karnes Road from a 2-lane asphalt road to a 2-lane concrete road with curb and gutter, from Old Settlers to FM 1171. A professional services agreement for design services, in the amount of \$97,438.00, with Teague Nall and Perkins was approved by Town Council on December 5, 2022. Bids were received bids on July 18, 2023. A Construction Agreement, in the amount of \$474,797, was awarded at the September 18, 2023 Town Council meeting. Project is complete.

Rippy Road

Rippy Road will be completed in two phases. Phase 1 (Waketon Road to Pecan Meadows) included improvements of Rippy Road to its thoroughfare plan designated section, a two-lane concrete urban collector. On May 15, 2017, the Town Council approved a development agreement with CalAtlantic Homes, for construction of the improvements, providing reimbursement of the Town's share of the construction costs associated with the infrastructure improvements. Phase I of the project has been completed and the developer has received reimbursement in the amount of \$648,920.22 for the construction costs associated with Phase 1.

Phase 2 (Pecan Meadows to FM 2499) includes improvements to approximately 2,500 linear feet of existing two-lane open section asphalt roadway to its thoroughfare plan designated section, a two-lane concrete urban collector. The project also includes an enclosed storm water collection system to improve storm water collection in the area. The design contract was awarded to CP&Y, Inc. at the March 4, 2019, Town Council

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2024

meeting in the amount of \$298,645.75. On September 21, 2020 a design amendment in the amount \$38,140.00 of was approved by Town Council to provide additional drainage and flood calculations of the project area. On August 8, 2022, a construction award, in the amount of \$6,843,592, was approved by Town Council. Due to material delays, work started summer 2023. The project is expected to be complete early 2025.

CURRENT STORMWATER PROJECTS

East Waketon Rd Drainage Improvements

The project consists of channel excavation from FM 2499 to Waketon Road and culvert replacement under Waketon Road to alleviate the recurring flooding and traffic disruption of Waketon Road, east of FM 2499. A design contract was awarded to Halff Associates, Inc. on March 20, 2017 to complete a drainage study providing hydraulic modeling of existing conditions, analysis of alternatives and a final report. The initial drainage study was received. A design contract in the amount of \$212,790.00 was awarded to Halff Associates, Inc. on January 7, 2019 to complete design based on the drainage study. During design it was determined that a reassessment of the upstream hydrology was needed to better model the existing conditions. On December 7, 2020 a design amendment in the amount of \$55,000.00 was approved to reassess the drainage area and explore the possibility of minimizing the project limits to reduce the project's impacts. Design is complete. USACE 404 permitting application was submitted in summer 2022. USACE provided a draft permit approval fall 2024. Staff is currently reviewing the permit approval, project impacts, expected results, project costs, and coordinating with the property owner. The project is expected to be complete by summer 2025.

CURRENT WATER PROJECTS

Rippy Road Water Line Improvements

The project includes 2,000 linear feet of 12-inch waterline to be constructed with the Rippy Road project. The project begins at the intersection with Pecan Meadows and extends south and east to approximately 300 feet west of FM 2499. A design contract, in the amount of \$78,300 with Urban Engineers Group, Inc. was approved on November 21, 2016. On August 8, 2022, a construction award for the Rippy Road and Water Line project was approved by Town Council. Due to material delays, work started summer 2023. The water line work is complete.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2024

CURRENT PARKS PROJECTS

Peters Colony Memorial Park

This project is for the design and development of the 3.3-acre Peters Colony Memorial Park adjacent to the Library. The approved master plan for the park includes a remembrance wall, children's area and pavilion, water feature, nature trails and pedestrian pathways with access to the library. A professional services agreement with Mesa Design Associates, Inc., in the amount of \$158,000, for design services was approved on June 15, 2020. Design is complete. The Town has been working with Texas Parks and Wildlife Department (TPWD) for on a grant funding application since design was complete. The Town has received approval from TPWD for the additional funding. A Construction Agreement, in the amount of \$3,562,629.67, was awarded at the August 5, 2024 Town Council meeting.. The project is expected to be complete by fall 2025.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2024

CAPITAL IMPROVEMENT PLAN BUDGET

Project	Estimated Cost
STREETS	
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267
Chinn Chapel (FM 407 to Dixon)	1,387,500
Chinn Chapel (Dixon to Waketon)	941,305
Waketon Road (Rippy to Chinn Chapel)	4,885,748
Rippy Road (FM 2499 to Waketon)	8,500,000
Churchill (East end to Yucca)	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	1,048,000
FM 1171 at FM 2499 Eastbound Right Turn Lane	432,752
FM 2499 at Waketon Intersection	1,900,000
Karnes Rd.	830,000
East Waketon Rd Drainage Improvements	1,900,000
Subtotal	\$24,910,572
SIGNALS	
Adaptive Traffic Signal Upgrade	\$178,000
College Parkway at FM 2499	\$115,000
Subtotal	\$293,000
WATER	
FM 2499 west side from FM 1171 to Dixon	\$907,092
Rippy Road Water Line Improvements	400,000
FM 407 from FM 2499 to Country Meadows Addition	438,039
Morris Waterline Project PH II	2,317,153
Subtotal	\$4,062,284
FACILITIES	
Town Hall	\$11,267,118
Senior Citizen Activity Center	4,886,092
Library renovation/expansion	12,027,609
Subtotal	\$28,180,819
PARKS	
Peter's Colony Memorial Park	\$2,955,000
Chinn Chapel Park	\$628,126
Pink Evening Primrose Trail Connection (Bridge & Trail)	\$915,000
Subtotal	\$4,498,126
Improvements in Forum (Riverwalk) Area	\$730,000
Parking Structure	1,000,000
Subtotal	\$1,730,000
Other Projects	\$464,566
Town Center Master Plan	50,685
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	180,000
Subtotal	\$695,251
TOTAL	\$64,370,052

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2024

BUDGET VS EXPENDITURES

Project	Current Budget	Expended Costs to Date	Remaining Balance
STREETS			
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267	\$2,685,267	\$0
Chinn Chapel (FM 407 to Dixon)	1,387,500	1,387,500	0
Chinn Chapel (Dixon to Waketon)	941,305	941,305	0
Waketon Road (Rippy to Chinn Chapel)	4,885,748	4,885,748	0
Rippy Road (FM 2499 to Waketon)	8,500,000	5,851,490	2,648,510
Churchill (East end to Yucca)	400,000	400,000	0
FM 1171 at FM 2499 Westbound Right Turn Lane	1,048,000	254,811	793,189
FM 1171 at FM 2499 Eastbound Right Turn Lane	432,752	432,752	0
FM 2499 at Waketon Intersection	1,900,000	1,507,410	392,590
Karnes Rd	830,000	561,361	268,639
East Waketon Rd Drainage Improvements	1,900,000	311,961	1,588,039
Subtotal	\$24,910,572	\$19,219,605	\$5,690,967
SIGNALS			
Adaptive Traffic Signal Upgrade	\$178,000	\$122,222	\$55,778
College Parkway at FM 2499	\$115,000	\$115,000	\$0
Subtotal	\$293,000	\$237,222	\$55,778
WATER			
FM 2499 west side from FM 1171 to Dixon	\$907,092	\$907,092	\$0
Rippy Road Water Line Improvements	400,000	400,000	0
FM 407 from FM 2499 to Country Meadows Addition	438,039	438,039	0
Morriss Waterline Project Ph II	2,317,153	2,317,153	0
Subtotal	\$4,062,284	\$4,062,284	\$0
FACILITIES			
Town Hall	\$11,267,118	\$8,787,268	\$2,479,850
Senior Citizen Activity Center	4,886,092	4,886,092	0
Library Renovation/Expansion	12,027,609	9,227,009	2,800,600
Subtotal	\$28,180,819	\$22,911,169	\$5,269,650
PARKS			
Peter's Colony Memorial Park	\$2,955,000	\$379,103	\$2,575,897
Chinn Chapel Park	628,126	628,126	0
Pink Evening Primrose Trail Connection (Bridge & Trail)	915,000	630,413	284,587
Subtotal	\$4,498,126	\$1,637,642	\$2,860,484
Improvements in Forum (Riverwalk) area			
Parking Structure	\$730,000	\$0	\$730,000
Subtotal	\$1,730,000	\$1,000,000	\$730,000
Other Projects			
Town Center Master Plan	\$464,566	\$0	\$464,566
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	50,685	50,685	0
	180,000	180,000	0
Subtotal	\$695,251	\$230,685	\$464,566
TOTAL	\$64,370,052	\$49,298,607	\$15,071,445

Highlighted values indicate changes from 2023

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2024

TIRZ FUND

Beginning Balance:

<i>October 1, 2023</i>	\$20,636,815
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Revenues:

Property Tax	\$8,619,948
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PID Closeout	\$591,725
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Interest	<u>\$1,170,112</u>
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TOTAL REVENUES	\$10,381,785
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Expenditures:

Construction/Improvements	\$3,992,195
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Debt Service	<u>\$2,638,750</u>
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TOTAL EXPENDITURES	\$6,630,945
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Ending Balance:

<i>September 30, 2024 (unaudited)</i>	\$24,387,655
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Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1

As of September 30, 2024

ANNUAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the attached financial statements.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$10,381,785 Total Revenue

2. Amount and purpose of expenditures from the fund:

\$6,630,945 Total Expenditures

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

\$2,638,750 Total Principal and Interest

- I. Contributions /Advances from developers: None
- II. Bonds issued and payment schedule to retire bonds:

2017COTIRZ:	Fiscal Year	Principal	Interest	Total
	2025	1,145,000	94,850	1,239,850
	2026	1,190,000	49,050	1,239,050
		<u>\$ 2,335,000</u>	<u>\$ 143,900</u>	<u>\$ 2,478,900</u>

2018COTIRZ:	Fiscal Year	Principal	Interest	Total
	2025	1,305,000	94,400	1,399,400
	2026	1,345,000	55,250	1,400,250
		<u>\$ 2,650,000</u>	<u>\$ 149,650</u>	<u>\$ 2,799,650</u>

4. Tax Increment base and current captured appraised value retained by the zone:

Taxing Jurisdiction	Net Taxable Fiscal Year Value 2023 - 2024	Base Year* Value Jan 1, 2005	Captured App. Value Fiscal Year 2023 - 2024
Town of Flower Mound	\$1,852,127,811	\$228,290,889	\$1,623,836,922
Denton County	\$1,766,989,920	\$229,382,705	\$1,537,607,215

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2023-2024:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of 2023-2024 Increment
Town of Flower Mound (100%)	\$0.387300	\$6,289,120
Denton County (80%)	\$0.151588	\$2,330,828
Total	\$0.538888	\$8,619,948

- B. Amount of tax increment received in 2024 from the municipality and the other taxing jurisdictions based on 2023 valuations: \$8,619,948

- C. Other information: None

* Base Year Value as of January 1, 2005 is for Fiscal Year 2005-2006.



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

DATE: February 17, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of the award of Request for Proposal 2025-2-A for the Annual Fireworks Display to Rushing's Pyrotechnics, LLC., in the annual amount of \$36,000, with the option of four one-year renewal terms; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND:

This contract will provide for all labor, equipment, and supervision necessary to set-up, fire, and dismantle the Town's annual fireworks display for both Independence Fest and the Christmas Tree Lighting Ceremony. The length of the fireworks displays will be approximately 20-22 minutes for Independence Fest and 5 minutes for the Christmas Ceremony and both will be choreographed to music.

A scope of services was developed and the proposal was distributed to potential vendors for this service. Two (2) proposals were received by the due date and time. An evaluation committee consisting of representatives from the Parks and Recreation Services Department evaluated the proposals based on the following evaluation criteria:

- Fireworks Display Package
- References
- Company Background/History
- Meets All Criteria in RFP

After completion of the evaluation process staff recommends award of the proposal to Rushing's Pyrotechnics, LLC. The annual expenditure for this service is \$36,000.00, with the option of four one-year renewal terms.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The Town Council can deny approval of the service contract and ask staff to rebid or not provide a fireworks display as part of the 2025 Independence Fest and Tree Lighting Ceremony.

FISCAL IMPACT: \$36,000

Proposed Expenditure/(Revenue)
\$36,000

Account Number(s):
100-630-34200-5110

LEGAL REVIEW: The Town's standard services 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. TOFM Contract No. 2025-2-A

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

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

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) and Rushing's Pyrotechnics, LLC (“Contractor”). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Annual Independence Day and Christmas Fest Fireworks Display (hereinafter referred to as “Services”) in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the Fireworks Display Proposal may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew
5. **COMPENSATION.** Contractor’s total compensation for products or services to be performed and expenses to be incurred is specified in the Fireworks Display Proposal.
6. **PAYMENTS.** The Town will pay 40% down for the Independence Fest Display by March 1st and for the Christmas Display by November 1st each contract year. The following 60% of the display costs shall be paid no later than seven (7) days upon completion of the displays.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The Town has the right to cancel the Display at any time. If the Town cancels the event 21 days before the Display date, the Town agrees to pay the Contractor 30% of the Display cost. If the Display is canceled due to a Burn Ban, inclement weather conditions and cannot be rescheduled within 180 days, the Town shall pay 30% of the total Display amount.

e. The Town has the right to choose a rainout date/s within 180 days of the display date contingent on contractor availability. If this date/s are not fulfilled, the Town will agree to pay 30% of display cost.

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

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

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

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

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

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

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

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

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

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

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

☒ **Yes, Others can purchase**

☐ **No, only the Town can purchase**

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

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.

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

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

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

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

Name: Tyler Rushing
Title: Owner/President
Company: Rushing's Pyrotechnics, LLC
Address: 2330 W Peterson Circle
City, State, Zip: Iowa Park, TX 76367

ADDITIONAL VERIFICATIONS

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

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

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

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

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

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

AGREED TO BY: RUSHING’S PYROTECHNICS, LLC

Signature _____
Tyler Rushing, Owner/President

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Cheryl Moore

Date: _____



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

DATE: February 17, 2025
FROM: Dale Crown, Senior Project Engineer
ITEM: **Consider approval of the purchase of concrete removal and replacement services from F&F Concrete Construction, LLC, for work associated with the Wichita Trail Reconstruction (Cardinal Drive and High Meadow) project, through Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$2,398,952.76.**

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 is utilizing this contract for the Wichita Trail Reconstruction (Cardinal Drive and High Meadow) project as identified on the capital improvement plan. The project includes full reconstruction of Wichita Trail from approximately 550-feet south of Cardinal Drive to approximately 250-feet west of High Meadow Road. The project also includes replacing multiple deteriorating concrete panels along Wichita Trail beyond both of the limits of full reconstruction.

F&F Concrete Construction has an excellent history with the Town for concrete road construction and is available for this project. Town staff has verified F&F Concrete's project cost estimate based on contract 2023-56-A Concrete and Drainage Improvement Service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The existing concrete street also has significant cracking in multiple locations. A decision not to approve Purchase Order would result in pavement failures worsening over time.

FISCAL IMPACT: \$2,398,952.76

Proposed Expenditure/(Revenue)
\$2,398,952.76

Account Number(s):
316-560-78063-6160

LEGAL REVIEW: The Town's standard 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. Wichita Trail Reconstruction - Estimate 7815

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

F & F Concrete, LLC

P.O. Box 1592

Rowlett, Texas 75030-1592

Phone #	Fax #
972-202-9202	469-304-0399

Proposal

Date	Estimate #
2/6/2025	7815

Name / Address
Town of Flower Mound Account Payable 2121 Cross Timbers Road Flower Mound, Texas 75028

Project
Concrete & Drain Improvements - 9427

Description	Cost	Qty		Total
Location: Wichita Trail Reconstruction Flower Mound, Texas Contact Person: Keith or Manny Concrete and Drain Improvements Services 2023-56A				
Wichita Trail - Panel Replacement				
(5) Excavate 6"-8" dirt - 824 SY	20.52	1,294		26,552.88
(31) Cut and remove 6"-8" reinforced concrete pavement - 800 SY	47.03	1,225		57,611.75
(40) Place 8" concrete pavement (4200 PSI) - 800 SY	94.05	1,225		115,211.25
(76) Install geogrid Tensar - 824 SY	11.28	1,294		14,596.32
(83) Flexbase install and compact - 184 CY	105.60	288		30,412.80
Subtotal				244,385.00
Wichita Trail - Full Replacement				
(6) Excavate 6"-8" dirt - 10953 SY	20.52	10,953		224,755.56
(33) Cut and remove 6"-8" reinforced concrete pavement - 10640 SY	34.65	10,640		368,676.00
(41) Place 8" concrete pavement - 10640 SY	89.10	10,640		948,024.00
(76) Install geogrid Tensar - 11830 SY	11.28	11,830		133,442.40
(84) Flexbase install and compact - 2447 CY	103.40	2,447		253,019.80
(134) Hydroseeding with fiber mulch per specs - 5000 SY	27.50	5,000		137,500.00
(137) Install Top Soil - 700 CY	104.50	700		73,150.00
Install 4' x 4' Y Inlet apron included - 2 EA	4,500.00	2		9,000.00
Curb Inlet w/ opening in the back and apron - 1 EA	7,000.00	1		7,000.00
Subtotal				2,154,567.76
Subtotal				2,398,952.76

Signature:

Total

F & F Concrete, LLC

P.O. Box 1592
Rowlett, Texas 75030-1592

Phone #	Fax #
972-202-9202	469-304-0399

Proposal

Date	Estimate #
2/6/2025	7815

Name / Address
Town of Flower Mound Account Payable 2121 Cross Timbers Road Flower Mound, Texas 75028

Project
Concrete & Drain Improvements - 9427

Description	Cost	Qty		Total
** Barricades will be provided by Contractor** ***Traffic Lights to be provided by Town of Flower Mound*** Time Frame: Weather Permitting: Phase 1 - 60 days (will start from east to west due to the traffic direction) Phase 2 - 40 days ** Does not include the extra panel replacements **				

Signature: _____

Total

\$2,398,952.76



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

DATE: February 17, 2025
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 495 (SUP24-0006 – Scrivner Ranch Helistop) to permit a helistop. The property is generally located south of Cross Timbers Road and west of Belle Drive. (On January 13, 2025, PZ tabled this item to its February 10, 2025, meeting by a vote of 4 to 3.) (PZ recommended denial by a vote of 6 to 0 at its February 10, 2025, meeting.)**

BACKGROUND:

- Property Size – Approximately 7.74 acres
- Zoning – Agricultural (A) District
- Proposed use – Helistop
- Helistop Pad Size – 36-feet by 36-feet
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: At its January 13, 2025, meeting, the Planning & Zoning Commission moved to table this item to its February 10, 2025, meeting, by a vote of 4 to 3. The Planning & Zoning Commission recommended denial by a vote of 6 to 0 at its February 10, 2025, meeting. The recommendation for denial by the Planning and Zoning Commission triggers three-fourths vote of the Town Council for this project to pass.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

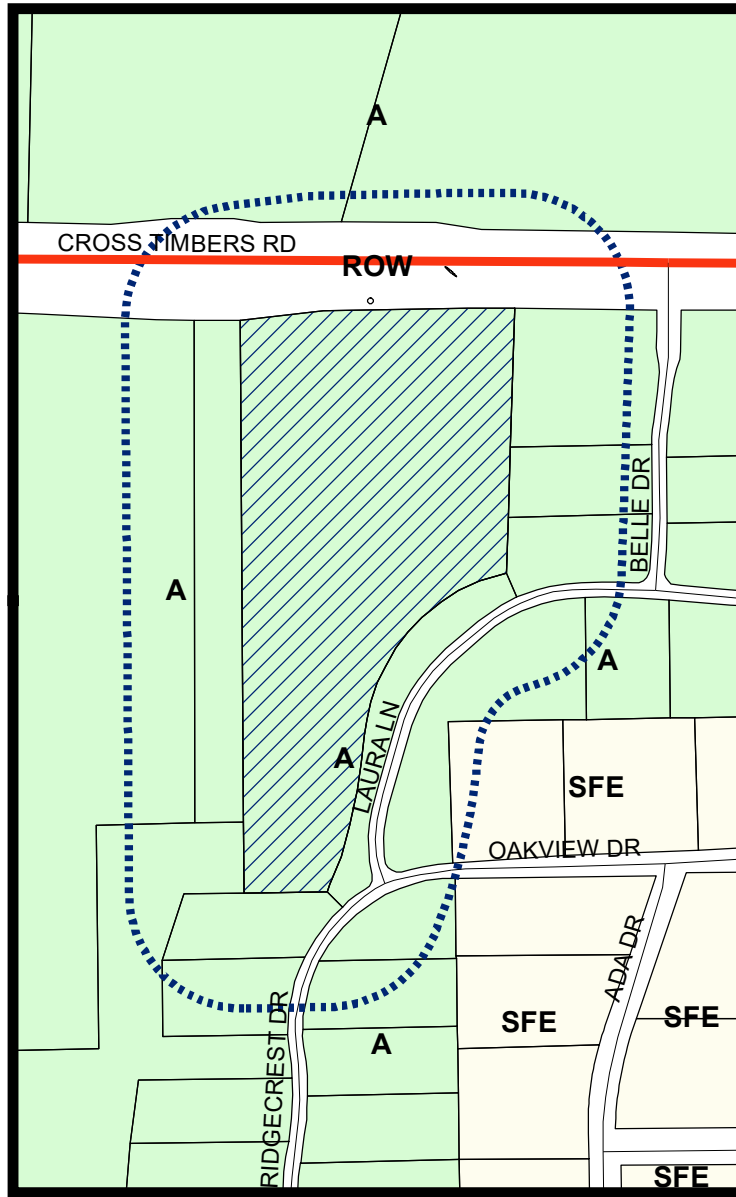
ATTACHMENTS:

1. Map - Zoning & Aerial
2. Draft Ordinance
3. Draft Exhibits

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

Vicinity Map

SUP24-0006: Scrivner Ranch Helistop



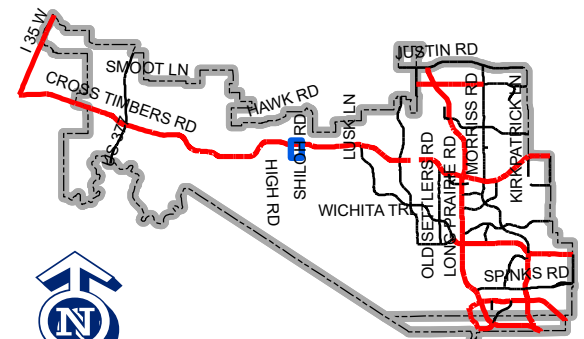
LEGEND

Agriculture Single Family Estate

Subject Property
 200 ft Notification Buffer around Property

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

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location

0 250 500 1,000 Feet

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 495 (SUP-495) FOR A HELISTOP USE ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 7.74 ACRE TRACT OF LAND IN THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, ABSTRACT NO. 1618, DENTON COUNTY, TEXAS, AND ZONED A AGRICULTURAL DISTRICT USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as an approximately 7.74 acres tract of land in the Texas and Pacific Railway Company Survey, Abstract No. 1618, Denton County, Texas (the "Property") has filed an application for a Specific Use Permit to allow a helistop use; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on January 13, 2025, and February 10, 2025, and the Town Council of the Town held a public hearing on February 17, 2025, with respect to the Specific Use Permit described herein; and,

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

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE

TOWN OF FLOWER MOUND, TEXAS, THAT:**SECTION 1**

The Land Development Regulations of the Town, as amended, are hereby amended on the hereinafter described Property and area as shown below:

7.74 acres tract of land in the Texas and Pacific Railway Company Survey, Abstract No. 1618, Denton County, Texas, as more fully described in Exhibit "A" attached hereto and incorporated herein.

The Property shall remain in A Agricultural District zoning and Specific Use Permit No. 495 (SUP-495) is hereby approved to allow a helistop use as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. Helicopters shall only touchdown on or lift-off from the area designated as the Touchdown and Lift-Off Area on the attached Conceptual Site Plan.
2. The Touchdown and Lift-Off Area shall only be operational between the hours of 7:00 a.m. to 10:00 p.m., Monday through Sunday.
3. Helistop lighting shall be limited to nine flush green pad boundary lights designed for visual approach. These lights shall be low voltage solar driven LED lights activated by the pilot when needed.
4. There shall be no overnight storage of helicopters on the helistop.
5. There shall be no storage of fuel or equipment related to the helistop.
6. Upon approval of the subject SUP, the Property owner shall make an application for a permit of variance in accordance with Section 34-154 of the Town Code, as amended.

SECTION 2

The Conceptual Site Plan of the proposed helistop, attached hereto as Exhibit "B" and incorporated herein for all purposes allowed by law, is hereby approved as the Conceptual Site Plan for this Specific Use Permit No. 495 (SUP-495).

SECTION 3

The official zoning map of the Town is amended and the Director of Development Services is directed to revise the official zoning map to reflect the approved Specific Use Permit No. 495 (SUP-495), as set forth above.

SECTION 4

The use of the Property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town including the regulations contained in A Agricultural District zoning and the SUP conditions provided herein.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY
OF FEBRUARY, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

LINE	BEARING	DISTANCE
L1	N 79°32'24" E	48.14'
L2	S 89°40'27" E	131.24'
L3	S 85°18'59" E	131.61'
L4	N 85°58'05" E	40.67'
L5	N 85°45'02" E	92.30'
L6	S 89°47'45" E	32.02'
L7	S 20°25'48" W	15.10'



6949 Cross Timbers Road

Being a tract of land situated in the Texas and Pacific Railway Company 307 acre Survey, Abstract No. 1618, Town of Flower Mound, Denton County, Texas, same being a portion of a tract of land conveyed to Jea L. Shim, a married person, by deed recorded in Instrument Number 2008-102113, Official Public Records of Denton County, Texas, and being a tract of land conveyed to Jea L. Shim, a single person, by deed recorded in Instrument Number 2015-23237, Official Public Records of Denton County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set stamped "CBG Surveying" for corner, said corner being the Northeast corner of that tract of land conveyed to Hanmi Realty, Inc., by deed recorded in Instrument Number 96-R0042291, Official Public Records of Denton County, Texas, same being the Southeast corner of a tract of land conveyed to Denton County, Texas, by deed recorded in Instrument Number 2011-7812, Official Public Records of Denton County, Texas, and being along the South line of Cross Timbers Road (variable width right-of-way);

THENCE North 79 degrees 32 minutes 24 seconds East, along the South line of said Cross Timbers Road, a distance of 48.14 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner;

Thence along the South line of said Denton County tract and along the South line of said Cross Timbers Road the following 4 courses and distances:

South 89 degrees 40 minutes 27 seconds East, a distance of 131.24 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner;

South 85 degrees 18 minutes 59 seconds East, a distance of 131.61 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner;

North 85 degrees 58 minutes 05 seconds East, a distance of 40.67 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner;

North 85 degrees 45 minutes 02 seconds East, a distance of 92.30 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner;

THENCE South 89 degrees 47 minutes 45 seconds East, along the South line of said Cross Timbers Road, a distance of 32.02 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner, said corner being the Northwest corner of Lot 1X, of Hillside of Flower Mound, an Addition in the Town of Flower Mound, Texas, according to the Plat thereof recorded in Document Number 2018-59, Plat Records of Denton County, Texas;

THENCE South 01 degrees 46 minutes 38 seconds West, along the West line of said Hillside of Flower Mound, a distance of 454.63 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner, said corner being an "ell" corner of said Hillside of Flower Mound, and being the beginning of a non-tangent curve turning to the left, with a radius of 315.00 feet, a delta angle of 72 degrees 25 minutes 04 seconds, a chord bearing of South 41 degrees 09 minutes 34 seconds West, and a chord length of 372.16 feet;

THENCE along said curve to the left, along a Northwest line of said Hillside of Flower Mound, an arc length of 398.14 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner, and being the beginning of a reverse curve to the right, with a radius of 960.00 feet, a delta angle of 15 degrees 54 minutes 36 seconds, a chord bearing of South 12 degrees 54 minutes 21 seconds West, and a chord length of 265.72 feet;

THENCE along said curve to the right, along a Northwest line of said Hillside of Flower Mound, an arc length of 266.58 feet to point for corner;

THENCE South 20 degrees 25 minutes 48 seconds West, along a Southwest line of said Hillside of Flower Mound, a distance of 15.10 feet to a point for corner, said corner being an "ell" corner of said Hillside of Flower Mound;

THENCE South 89 degrees 18 minutes 24 seconds West, along a North line of said Hillside of Flower Mound, a distance of 140.05 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner, said corner being an "ell" corner of said Hillside of Flower Mound;

THENCE North 00 degrees 36 minutes 37 seconds West, along the East line of said Hillside of Flower Mound, passing at a distance of 124.40 feet to a 5/8 inch iron rod found on-line for reference, and continuing at a total distance of 1002.68 feet to the POINT OF BEGINNING and containing 337,180 square feet or 7.74 acres of land.

SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor (J.T. Thompson) hereby certifies to the Client, that, (a) this survey and the property description set forth hereon were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on the ground.

Executed this 16th day of April, 2018

J.T. Thompson
J.T. Thompson
Registered Professional Land Surveyor No. 4604

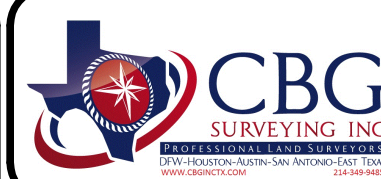


NOTE: According to the F.I.R.M. in Map No. 48121C0520G, this property does lie in Zone AE and DOES lie within the 100 year flood zone, EXCEPT AS SHOWN.

ACCEPTED BY: _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

REVISIONS		
DATE	BY	NOTES

LEGEND
CM CONTROLLING MONUMENT 1/2" IRON ROD FOUND 1/2" IRON ROD SET 1" IRON PIPE FOUND 5/8" ROD FOUND FENCE POST CORNER "x" FOUND / SET UNDERGROUND ELECTRIC OVERHEAD ELECTRIC POWER POLE GRAVEL/ROCK ROAD OR DRIVE PE - POOL EQUIPMENT AC - AIR CONDITIONING FIRE HYDRANT DES - DES CHP - CHP POINT FOR CORNER ASPHALT PAVING CHAIN LINK FENCE WOOD FENCE 0.5" WIDE TYPICAL BARBED WIRE IRON FENCE PIPE FENCE COVERED PORCH, DECK OR CARPORT OVERHEAD ELECTRIC SERVICE OVERHEAD POWER LINE CONCRETE PAVING DOUBLE SIDED WOOD FENCE



12025 Shiloh Road, Ste. 230
Dallas, TX 75228
P 214.349.9485
F 214.349.2216
Firm No. 10168800
www.cbginctx.com

SCALE 1" = 60'

DATE 04/16/18

JOB NO. 1805844

G.F. NO. N/A

DRAWN CAJ

METES AND BOUNDS

T & PRR COMPANY SURVEY, ABSTRACT NO. 1618

DENTON COUNTY, TEXAS

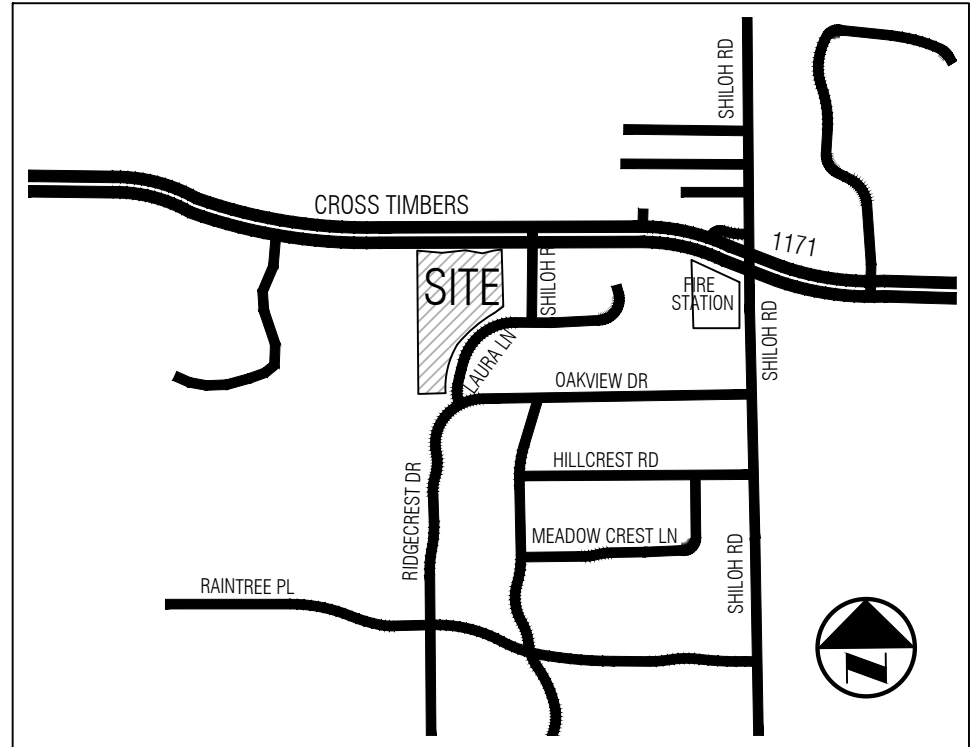
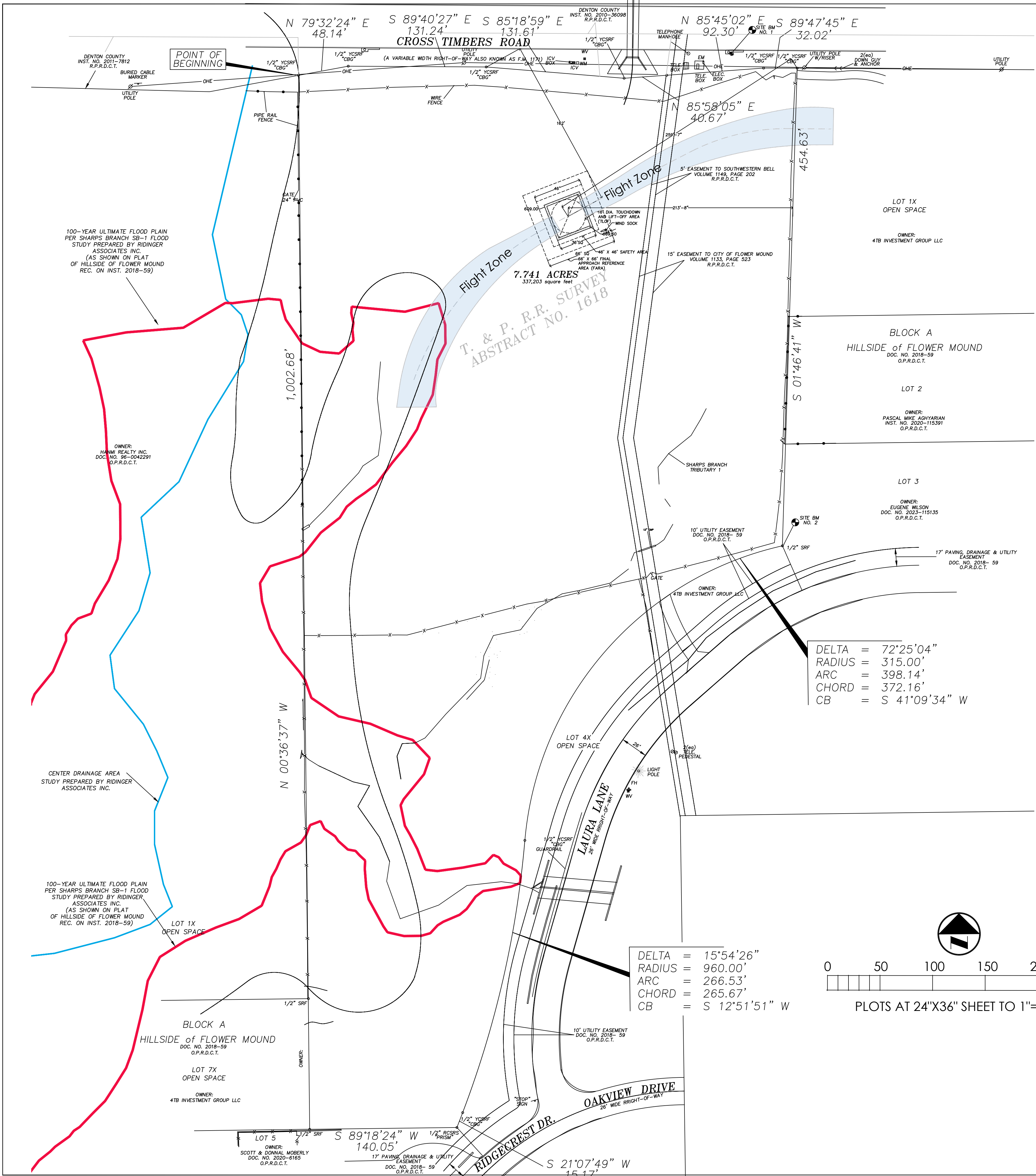
6949 CROSS TIMBERS ROAD

NOTE: This survey is made in conjunction with the information provided by the client, CBG Surveying, Inc. has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

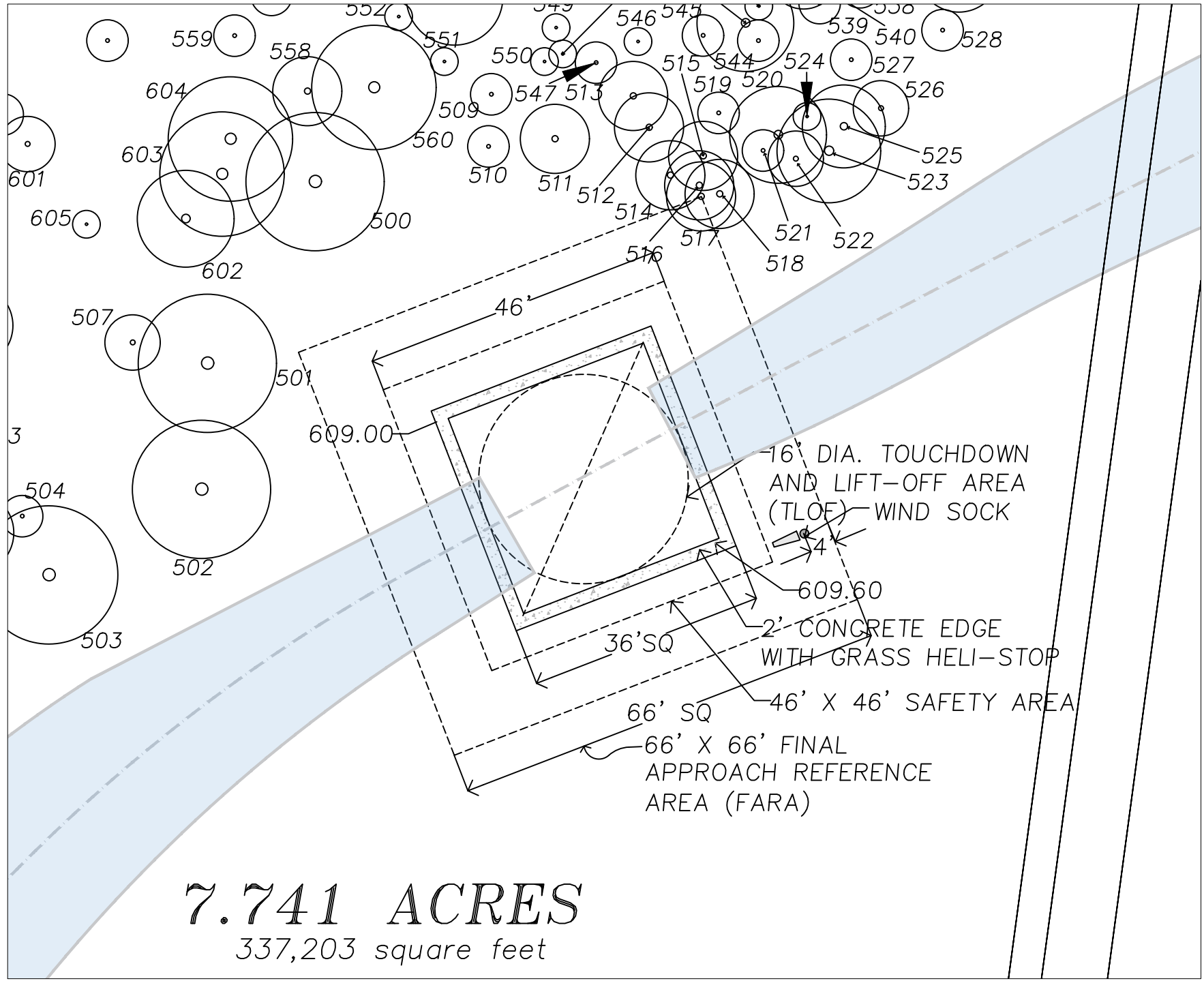
NOTE: BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE

NOTES:
EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

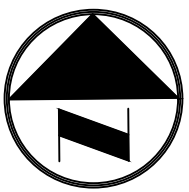
Exhibit B
Conceptual Site Plan



VACINITY MAP N.T.S.

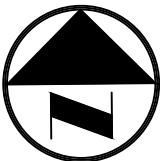


7.741 ACRES
337,203 square feet



0 10 20 30 40 50 100 FEET

PLANNED SITE HELI-STOP



0 50 100 150 200 250 FEET

PLOTS AT 24'X36" SHEET TO 1"=50'

T. H. Pritchett / Associates

LANDSCAPE ARCHITECTS / SITE PLANNERS
1218 Camino Lago - Irving, Texas 75039 214.697.2580
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PLANNED SITE HELI-STOP PLAN

SCRIVNER RANCH
6949 CROSS TIMBERS, FM 1117
BLOCK X, LOT 1
FLOWER MOUND, TEXAS

SCALE: 1"=50'

DATE: NOVEMBER 26, 2024 REVISED 12/10/2024

DRAWING NO.

HELI-1