

Town Council Regular Meeting



May 19, 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. Hometown Hero Presentation - Scott Aaron
2. Proclamation for Public Works Week (May 18-24)

E. PUBLIC COMMENT

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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. Next Meeting Dates:

June 2 Regular Meeting

June 16 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 - 5/14 & 5/15 - Consider approval of the minutes from a special meeting held on May 14, 2025, and a work session held on May 15, 2025.
2. PARM Revision - Consider approval of a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 2, Recruitment and Employment.
3. Purchase of Aerial Lift Truck - Consider approval of the purchase of one 2025 Dodge 5500 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Vendor Quote from Global Rental Co., Inc. through Sourcewell contract #040924-ALT for Public Works in the amount of \$175,441.00.
4. Consider approval of a Professional Services Agree - Consider approval of a Professional Services Agreement with Plummer Associates, Inc., Inc. for development of a Utility Services Risk and Resiliency Assessment in the amount of \$51,223.00; and authorization for the Mayor to execute same on behalf of the Town.
5. TXDOT Grant Resolution - Consider approval of a resolution authorizing the application of a grant proposal to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program 2025 Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.
6. TCA Grant Funds - Consider approval of a resolution authorizing the acceptance of grant funds from the Texas Commission on the Arts (TCA), which will be used to pay a portion of the performance costs for the Town's annual Arts Festival.

K. REGULAR ITEM(S)

1. Leonard & Helen Johns Community Park - Public Hearing to consider recommendation and approval of a conceptual Master Plan for Leonard & Helen Johns Community Park, a 38.11-acre park located at 1850 Timber Creek Road.
2. MISC25-0002 - The Peninsula at Twin Coves Entry Sign - Consider a request for an exception (MISC25-0002 – Peninsula at Twin Coves Entry Sign) as authorized by Section 82-340 “Residential subdivision entry and signage” to Section 86-4 “Prohibited signs,” and Section 86-67 “Ground Signs,” of the Code of Ordinances in order to allow an electronic message board sign. The subject sign is generally located south of Wichita Trail and east of Peninsula Drive. (PZ recommended approval by a vote of 6 to 0 at its May 12, 2025, meeting)
3. SP24-0009 - Golf Everywhere - Consider a request for a Site Plan (SP24-0009 – Golf Everywhere) to develop an amusement and recreation center (indoors), a restaurant and two health club or athletic club buildings subject to meritorious design exceptions in accordance with Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located north of Aberdeen Drive and east of Long Prairie Road. (PZ recommended approval by a vote of 5 to 1 at its May 12, 2025, meeting.)
4. Overview of Hotel Occupancy Tax Allowable Uses.

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, including real property located north of FM 1171 and west of US 377, 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, construction of public improvements, requests for incentive related

proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

5. Update on the application process for the Town Secretary position.

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: May 16, 2025, at 12:20 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

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

Office of the Mayor

roclamation

WHEREAS: public works services provided in our community are an integral part of our citizens' everyday lives; and,

WHEREAS: these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, waste water treatment and other structures and facilities essential for our citizens; and,

WHEREAS: the health, safety, and comfort of this community greatly depends on these facilities and services; and,

WHEREAS: the quality and effectiveness of these facilities, as well as their planning, design, construction, and maintenance is vitally dependent upon the efforts and the skill of public works staff; and,

WHEREAS: the mission of public works is to provide a superior quality of life to the citizens of the Town by managing current resources dedicated to the provision of water utilities and the maintenance of streets and drainage while always planning for the future,

NOW, THEREFORE, I, Cheryl Moore, Mayor of the Town of Flower Mound, Texas and on behalf of the members of the Town Council, do hereby proclaim the week of May 18th through May 24th, 2025, as

“NATIONAL PUBLIC WORKS WEEK”

in the Town of Flower Mound, and we call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

PROCLAIMED AND SIGNED on this the 19th day of May, 2025

CHERYL MOORE, MAYOR

Town Council Special Meeting



May 14, 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 6:01 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
John Zagurski, Chief Financial Officer
Ray Watson, Director of Economic Development

B. INVOCATION

Chaplain Jerry Speight 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

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	Speaker name and address	Subject (as written on the form)
1.	Scott Langley, 800 Carter Ct	Congratulations and thank you

E. 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: Ann Martin moved to approve Consent items E.1 - 2 as presented in the agenda caption. Adam Schiestel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes - 5/5 - Consider approval of the minutes from a regular meeting held on May 5, 2025.
2. Special Election Canvass - Consider approval of an ordinance canvassing the returns and declaring the results of a Special Election held on May 3, 2025, by the Town of Flower Mound, Texas.

ORDINANCE 17-25

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH.

F. ADMINISTER OATH OF OFFICE FOR REELECTED OFFICIALS; ISSUE CERTIFICATES OF ELECTION

Ms. Scott administered the Oaths of Office to Councilmembers Schiestel and Taylor. Mayor Moore presented them with the Certificates of Election.

1. Adam Schiestel, Place 1
2. Brian Taylor, Place 3

G. REMARKS FROM COUNCILMEMBERS ADAM SCHIESTEL AND BRIAN TAYLOR

Councilmembers Schiestel and Taylor provided remarks related to their new term.

H. 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, 551.074, for consultation with Town Attorney, and to discuss matters relating to personnel. 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 6:26 p.m., pursuant to Texas Government Code Chapter 551.074.

1. Discuss and consider election of Mayor Pro Tem; Deputy Mayor Pro Tem

I. RECONVENE TO SPECIAL MEETING

The Town Council reconvened into an open meeting at 6:30 p.m., to take action on the above items:

ACTION: Janvier Werner moved to elect Ann Martin as Mayor Pro Tem and Adam Schiestel as Deputy Mayor Pro Tem. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

J. REGULAR ITEM

1. 1171 Commercial Chapter 380 - Public Hearing to consider approval of a Chapter 380 Agreement with 1171 Commercial, LLC for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
Mayor Moore announced that the Town Council is convening into a closed meeting at 6:30 p.m., pursuant to Texas Government Code Chapter 551, Section 551.071.

The Town Council reconvened into an open meeting at 7:23 p.m.

Mr. Watson provided background information regarding the 380 Agreement, and he, Mr. Meredith, or Mr. Dalton responded to questions from Council regarding:

- building materials

Jack Furst reported on the status of the H.E.B., the overall plan for Furst Ranch, and their plans to visit multiple retailers at the upcoming International Council of Shopping Centers conference.

He responded to questions or comments from the Council regarding:

- reality matching the vision as it relates to materials

- Starwood Land's involvement

Mayor Moore opened the public hearing at 8:02 p.m. No one spoke. Mayor Moore closed the public hearing at 8:02 p.m.

ACTION: Adam Schiestel moved to approve the 1171 Commercial Chapter 380 as presented; however, contingent on the addition of a clause that no building permit will be issued for any structure that fails to conform to the Mixed Use (MU) ordinance standards for the term of the Tax Increment Reinvestment Zone # 2 (TIRZ). Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

K. ADJOURN

Mayor Moore adjourned the meeting at 8:10 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



May 15, 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 work session 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
Tommy Dalton, Assistant Town Manager
JP Walton, Chief Strategic Officer

B. PUBLIC COMMENT

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No one spoke.

C. WORK SESSION ITEM

1. The following Boards, Commissions, or Committees to provide status update reports relative to their duties and responsibilities and receive feedback from Town Council:

- a. Parks

Teresa Thomason, Chair, and Rick Kenyon, Vice Chair, provided a report on the work of the Parks Board, and they responded to questions or comments from Council regarding:

- Bond election passing
- project prioritization (i.e. tennis courts, turf field for tackle football)

- b. Transportation

Chris Reed, Chair, provided a report on the work of the Transportation Commission, and he responded to questions or comments from Council regarding:

- adaptive traffic signal technology
- interest in the Commission continuing to explore new technologies for traffic management
- road coatings
- road scoring

- c. Animal Services

Beth Soderberg, Chair, introduced Board members present. She provided a report on the work of the Animal Services Board, and responded to questions or comments from Council regarding:

- clarification regarding the work of the subcommittee

- d. Veterans Liaison

Si Simonson, Charlene Matthews, and Drew Glass provided a report on the work of the Veterans Liaison, and they responded to questions or comments from Council regarding:

- possible participation at Independence Fest

- e. Cultural Arts

Ron Miller provided a report on the work of the Cultural Arts Commission, and he responded to questions or comments from Council regarding:

- public turnout for the Meet the Artist event for the art wall at Town Hall
- Arts Festival
- permanent public art program

- cultural arts center

f. Historical

Jackie Narrell, Chair, provided a report on the work of the Historical Commission, including sub-committees, and she responded to questions or comments from Council regarding:

- their request to move their meeting date from the second Thursday to the third Tuesday of each month, starting in September 2025.

g. School Liaison

Mindy Bumgarner, Chair, provided a report on the work of the School Liaison Committee, and she responded to questions from Council regarding:

- PTA outreach
- educational savings account and possible outreach to parent home groups
- interest in hearing more about school funding changes coming out of the legislation, as applicable

h. Environmental Conservation

Marilyn Lawson, Chair, provided a report on the work of the Environmental Conservation Commission, and Mr. Bowman reported on the Acorns to Oaks project. They responded to questions from Council regarding:

- Certified Wildlife Habitat initiative
- Blackjack oaks

D. ADJOURN

Mayor Moore adjourned the meeting at 7:57 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: May 19, 2025

FROM: Lynda Bolitho, Director of HR

ITEM: **Consider approval of a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 2, Recruitment and Employment.**

BACKGROUND: The Town's Personnel and Administrative Regulations Manual (PARM) governs the standards by which each employee is held accountable during their employment with the Town. According to the Town Charter, the Town Manager shall "prepare personnel rules subject to the approval of the Council." [Town Charter, Article IV, § 4.02.03(7)]

To support sound employment practices, a six-month Introductory Period is proposed for eligible new employees, starting from their date of hire. This period will apply to full-time and part-time employees, but will exclude sworn police and fire personnel, as well as seasonal or temporary staff. The Introductory Period will give supervisors time to train and assess new employees, while also allowing new hires time to evaluate whether employment with the Town is a good fit. During this period, the standard rules of separation for regular employees will not apply, although the Town's at-will employment status will remain in effect.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: The Town Council may choose not to implement the proposed policy. Town employees will continue to be subject to existing policies.

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)

N/A

Account Number(s):

N/A

LEGAL REVIEW: Cara White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the policy as to form and legality.

ATTACHMENTS:

1. Title I, Chapter 2, Section 2.23 Introductory Period

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

2.23 Introductory Period

A. Every person appointed to a regular position (full-time and part-time) as a new hire or into a new position for the service of the Town, except for sworn Police and Fire personnel, shall be required to successfully complete an introductory period of six (6) months. During the introductory period, the supervisor shall closely observe and evaluate the work of all new employees and employees who have been transferred, promoted, or demoted into a new position, and encourage their effective adjustment to the position by providing necessary training, coaching and orientation to determine whether the employee has the skills and qualifications need to succeed. A supervisor may release the employee from his/her introductory period if the supervisor determines that the employee is not exhibiting the knowledge, skills, and abilities to be successful in the employee's position, department, and the Town.

B. The purpose of this policy is to allow the employee's supervisor time to train, instruct, review, and counsel the employee in the operations of the department, the expectations of the supervisor, the performance level required, and to identify and correct inadequate performance. The successful completion of an introductory period does not change the employee's employment at will status which states either party may terminate the employment relationship at any time, with or without notice.

1. All Regular FT and Regular PT employees, except for sworn Police and Fire personnel, shall serve an introductory period of 6 months.
2. All employees, except for sworn Police and Fire Personnel, classified as new hire, rehire, promotion, or transfer must successfully complete a 6-month introductory period before they are eligible for a promotion, and/or a transfer to another position.
3. Seasonal and /or Temporary employees who become Regular Full Time or Regular Part Time employees are subject to a 6-month New Hire introductory period.
4. During the introductory period, the Department Head, Division Head, or

Manager responsible for the employee shall indicate in writing through a memorandum (at the six-month mark) to the Human Resources Department:

- a. Whether the employee should be retained in the position.
- b. Whether the employee should be discharged.
- c. Whether the employee, if on an introductory period following a promotion should be reinstated to his former position, if available.
- d. Whether an additional three (3) months of an introductory period is warranted.

5. At the completion of the employee's introductory period, the employee's manager must submit to Human Resources a memorandum which shall include the status of the employee's introductory period.

Absence of a memorandum is an indication that the employee has successfully completed the introductory period if the memorandum is not received by the seventh month.

6. An employee may be dismissed at any time during the introductory period. If dismissed during the introductory period as a new hire, the employee shall not be entitled to appeal his/her termination except in cases involving alleged discrimination or harassment.

C. Employees on an introductory status begin accruing sick and vacation time as of their hire date, if their position is eligible for leave benefits. There are certain restrictions regarding the use of vacation and sick time usage. For specifics regarding paid time off, please refer to the Town's Sick Leave and Vacation Leave policies.

D. Employees serving an introductory period following a promotion, transfer or a demotion shall continue to receive the existing benefits provided after the successfully completion of the new hire introductory period and within the provisions outlined by policy.

E. Successful completion of the introductory period requires six (6) months of active service. Employees who receive a leave of absence during the introductory period will have the introductory period extended so that the six (6) month evaluation is satisfied.



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

DATE: May 19, 2025

FROM: David Stallings, ITS Manager

ITEM: **Consider approval of the purchase of one 2025 Dodge 5500 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Vendor Quote from Global Rental Co., Inc. through Sourcewell contract #040924-ALT for Public Works in the amount of \$175,441.00.**

BACKGROUND: The Traffic Operations Division of Public Works Department is requesting the purchase of one (1) 2025 Dodge F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Global Rental Co., Inc. Quote in the amount of \$175,441.00 from Global Rental Co., Inc. through an existing interlocal agreement with Sourcewell contract #040924-ALT.

This purchase is to replace Unit No. 95200-03 and is part of the approved Fiscal Year 2024-2025 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$175,441.00

Proposed Expenditure/(Revenue)
\$175,441.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Req
2. Sourcewell Quote
3. Altec Body Quote and Specs
4. Bid Award Recommendation

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

FLEET VEHICLE/EQUIPMENT REQUISITION

Date: 4/24/2025
 Suggested Vendor: Altec/Global Rental Co, Inc
 Contact (if known): Carla Anglin
 Address (if available): _____
 Phone/Fax: 817-905-2089



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.	NEW Unit Description (Make, Model, Size, Color, Add-On's)	Updated Quote	Amount
VERF	\$ 200,000	1	5500 Aerial Bucket Truck with Utility Body-Traffic Specs	\$ 175,441	\$ 175,441
				TOTAL:	\$ 175,441

Name/Phone Ext.: David Stallings x6415
 Approved By: *David Stallings*
 Unit # to be replaced: 95200-03

APPROVALS:

FLEET

Billy Sterner

Spec Name: _____
Altec Aerial Bucket

Bid/Solicitation #:

Sourcewell

Co-op/Contract #:

040924-ALT

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



Quote Number: 421202502
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 4/21/2025

Quoted for: Town of Flower Mound
Quoted by: Brittini Rodrigues
Phone: / Email: (303) 519-2143 / brittini.rodrigues@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
AT40-G 4x2		\$147,560	\$152,124	3%
(A.) Sourcewell Options On Contract				
1				
2				
3				
SOURCEWELL OPTIONS TOTAL:		\$147,560	\$152,124	3%

(A.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Unit to be Altec AT37-G in lieu of AT40-G	-\$3,180
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2025 model year in lieu of 2023	\$17,144
8	OTHER	Unit Modifications including CTech Manufacturing drawer pack, two white top compartment boxes, four LED strobe lights, and four LED surface mount strobe lights	\$11,047
9			
OPEN MARKET OPTIONS TOTAL:			\$25,011

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$172,571
Delivery to Customer: \$2,870
TOTAL FOR UNIT/BODY/CHASSIS: \$175,441

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.50/ mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

*This quote does not include City, County, State or Federal taxes.

April 7, 2025
Our 96th YearQuoted for: Town of Flower Mound
Quoted by: Brittini Rodrigues
Phone: / Email: (303) 519-2143 / brittini.rodrigues@altec.comAttn:
Phone: 816-676-4098
Email:

Altec Sales Order:	6604983	X7 Discrete Job:	91991035
Altec Quotation Number:	1678014 - 1	X7 Configured Item:	970150000-20149040
Run Number:	1274122	Quantity:	1
Account Manager:	Jared E. Braswell	X4 Discrete Job:	92014930
Technical Sales Rep:	Ashleigh Thompson	X4 Configured Item:	970149508-20149030
Reference WO:	-	System Engineer:	Eric Cueva
Customer Inspection:		Structural Engineer:	Mary Brophy
Customer Truck Number:		Line Set Date:	08/22/2024

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	AT37G Unit Model	1
2.	ALTEC Model AT37G telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features:	1
3.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1
4.	Post style pedestal mounting	1
5.	Single, One (1) Man, Fiberglass Platform; End Mounted with 180 degree rotator. 24 x 30 x 42 inches, includes hydraulic tilt.	1
6.	Platform Capacity, 350LBS.	1
7.	Platform leveling at lower controls	1
8.	Two (2) Platform Steps	1
9.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1
10.	Platform liner for a 24 x 30 x 42 inch platform	1
11.	Altec Patented ISO-Grip Insulating 4 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Forward/back operates upper boom in/out, tiller operates rotation CW/CCW, up/down operates lower boom up/down, and twist operates articulating arm up/down. Platform leveling is controlled with a separate interlocked control handle.	1
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	the operator to lower the boom to the ground	
13.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary Stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.	1
14.	Powder coat unit Altec White.	1
<u>Unit and Hydraulic Acc.</u>		
15.	HVI-22 Hydraulic Oil (Standard).	9
16.	Standard Pump For PTO	1
17.	Hot shift PTO for automatic transmission	1
<u>Body</u>		
18.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Tailshelf to Meet the Following Specifications:	1
A.	Basic body fabricated from A40 grade 100% zinc alloy coated steel	
B.	All doors are full, double paneled, self-sealed with built-in drainage.	
C.	Stainless steel hinge rods extend full length of door.	
D.	Door hinges are zinc alloy material attached with rivets	
E.	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.	
F.	Heavy-gauge welded steel frame construction with smooth galvanneal floor.	
G.	Possible contact edges are folded for safety.	
H.	Door header drip rail at top for maximum weather protection.	
I.	Neoprene or rolled fenders on wheel fender panels.	
J.	Steel treated for improved primer bond and rust resistance.	
K.	Automotive underseal applied to body.	
L.	Automotive type non-porous door seals fastened to the door facing.	
M.	108 Inch Body Length	
N.	40 Inch Body Height (Standard)	
O.	94 Inch Body Width (Standard)	
P.	20 Inch Body Compartment Depth (Standard)	
Q.	8 Inch Body crossmembers (Standard)	
R.	No Treadplate On Compartment Tops	
S.	6 Inch tall wooden tailboard installed at the rear of body cargo area	
T.	Stainless Steel Rotary Paddle Latch With Lock (Standard)	
U.	Master Body Locking System (Standard)	
V.	One (1) Double-Capacity Chock Holder On Curbside Of Body	
W.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)	
X.	Chains On Horizontal Doors	
Y.	B-Line Channel Installed In Compartments	
Z.	1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AA.	1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers	
AB.	Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks	
AC.	1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall	
AD.	1st Vertical Curbside (RH) - One (1) Adjustable Shelf With Adjustable Dividers On	

Item	Description	Qty
	4 Inch Centers.	
AE.	1st Horizontal Curbside (RH) - One (1) Adjustable Shelf With Adjustable Dividers On 4 Inch Centers. One (1) Fixed Shelf On Bottom Of Compartment With Adjustable Dividers On 4 Inch Centers	
AF.	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AG.	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments	
AH.	38 Inch Tailshelf with Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.	
<u>Body and Chassis Accessories</u>		
19.	Underride Protection bumper with integral fixed Grip Strut steps on curbside and streetside	1
20.	Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1
21.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1
22.	Rear Torsion Bar Installed On Chassis	1
23.	Appropriate counterweight added for stability.	1
24.	Platform Rest, Rigid with Rubber Tube	1
25.	Platform to be side stowed	1
26.	Boom Rest for a Telescopic Unit	1
27.	Mud Flaps With Altec Logo (Pair)	1
28.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
29.	U-Shaped Grab Handle	2
	Sales Text: One (1) installed on each side (CS and SS) of tailshelf - One of these grab handles comes with the body.	
	Last Updated By: Brooklyn Russell on 14-JAN-2022 12:32	
30.	Custom Grab Handle	1
	Sales Text: Pocket grab handle to be used at the rear of tailshelf to be used with SS ICC step.	
	Last Updated By: Brooklyn Russell on 14-JAN-2022 12:32	
31.	Slope Indicator Assembly For Machine Without Outriggers	1
32.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1
33.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
34.	Triangular Reflector Kit, Shipped Loose	1
35.	Vinyl manual pouch for storage of all operator and parts manuals	1
36.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
37.	Tire Pressure Monitoring System (Per Axle), 105 psi Tires	1
<u>Electrical Accessories</u>		
38.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
39.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1
40.	Remote Spot Light, LED, Permanent Mount with Programmable Wireless Remote	4
Sales Text: Two (2) Post Mounted on bulkhead, SS and CS facing to the outside of body - Two (2) Mounted at rear of body on SS and CS - All four go-lights are to be wired to the same upfitter switch Last Updated By: Brooklyn Russell on 14-JAN-2022 12:32		
41.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1
42.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1
Sales Text: Installed in place of the rear view mirror with bracket PN 990919883. Last Updated By: Brooklyn Russell on 14-JAN-2022 12:32		
43.	Rostra rear detection system. To include two sensors mounted on the rear most point of the body/tailshelf. To include a master audio/visual control in the chassis cab	1
44.	Install backup camera monitor on the front windshield in lieu of the rearview mirror.	1
45.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1
46.	Dodge Upfitter Switches (Supplied with Chassis)	1
47.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1
Sales Text: Additional switches per customer request. Last Updated By: Eric Cueva on 17-SEP-2024 10:55		
48.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1
49.	Install secondary stowage system.	1
50.	PTO Indicator Light Installed In Cab	1
<u>Finishing Details</u>		
51.	Powder Coat Unit Altec White	1
52.	Finish Paint Body Accessories Above Body Floor Altec White	1
53.	Altec Standard; Components mounted below frame rail shall be coated black by Altec.	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	
54.	Apply Non-Skid Coating to all walking surfaces	1
55.	Apply Non-Skid Coating to Curbside Compartment Top for use as a Non-Walking Surface	1
56.	Apply Non-Skid Coating to Streetside Compartment Top for use as a Non-Walking Surface	1
57.	English Safety And Instructional Decals	1
58.	Vehicle Height Placard - Installed In Cab	1
59.	Placard, HVI-22 Hydraulic Oil	1
60.	Dielectric test unit according to ANSI requirements.	1
61.	DOT Certification Required	1
<u>Sales Text:</u> 33 Inverness Center Parkway Birmingham AL 35242 Last Updated By: Ashleigh Thompson on 12-MAR-2025 11:00		
62.	Stability test unit according to ANSI requirements.	1
63.	Regional Build	1
64.	Delivery Of Completed Unit	1
65.	Globalized Per Global Rental's Specification To Include Following:	1
	A. Global Key Rings Installed on Keys B. Global Decal Kit C. Full Discrete Job Numbers Located on Front Streetside and Curbside Rear of Vehicle D. Fuse Kit in the Manual Pouch E. Completed Service Sticker Located Next to the DOT Sticker F. Weight Slip G. Signed/Dated Dielectric and Stability Test H. Completed Unit Condition Reports I. Four (4) Pictures Showing the Front, Rear, Curbside and Streetside of the Full Truck J. Temp Tag	
66.	Inbound Freight	1
67.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1
68.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
69.	AT37G FA Installation	1
	<u>Chassis</u>	
70.	Altec Supplied Chassis	1
71.	Chassis	1
72.	2024 Model Year	1
73.	Dodge Ram 5500	1
74.	Dual Rear Wheel	1
75.	4x2	1
76.	Chassis Cab	1
77.	Regular Cab	1
78.	Chassis Color - White	1
79.	AM/FM Radio	1
80.	Bluetooth	1
81.	Cold Weather Group (Includes Block Heater)	1
82.	Limited Slip Rear Axle	1
83.	Power Mirrors with Heated Glass	1
84.	Snow Plow Package	1
85.	Air Conditioning	1
86.	Cruise Control	1
87.	Keyless Entry	1
88.	Power Door Locks	1
89.	Power Windows	1
90.	Tachometer	1
91.	Tilt Steering Wheel	1
92.	Tinted Windshield, Must meet Federal Motor Carrier Safety Regulations of 70% light transmission or higher per CFR 49 Section 393.60(d)	1
93.	60 Clear CA (Round To Next Whole Number)	1
94.	GVWR 19,500 LBS	1
95.	7,250 LBS Front GAWR	1
96.	13,500 LBS Rear GAWR	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
97.	Spring Suspension	1
98.	Cummins 6.7L Turbo Diesel (Dodge)	1
99.	Diesel	1
100.	Aisin AS69RC Automatic Transmission (Dodge Chassis)	1
101.	4.44 Axle Ratio	1
102.	NFH - RAM 52 Gallon Fuel Tank (Rear)	1
103.	RAM 9 Gallon DEF Tank (Under Cab Left Hand)	1
104.	Dodge 3500-5500 Single Horizontal Right Side Exhaust	1
105.	CARB Clean Idle Certification	1
106.	CARB Compliant	1
107.	225/70R19.5 Front Tire	1
108.	225/70R19.5 Rear Tire (Traction)	1
109.	Hydraulic Brakes	1
110.	Park Brake In Rear Wheels	1
111.	Dual Alternator (300 amp Minimum)	1
112.	AZB - Heavy Duty Front Suspension Group	1
113.	Dodge PTO Prep Package (Right Hand Side PTO) (LBN)	1
114.	Vinyl Split Bench Seat	1
<u>Additional Pricing</u>		
115.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1

Altec Industries, Inc.

BY _____

Ashleigh Thompson , Technical Sales Representative

<u>Item Number</u>	<u>Unselected Items</u> <u>Description</u>
970763958-	2023 Model Year

Unselected By:Austin Cardin on 29-AUG-2024 13:13

<u>Item Number</u>	<u>New Selected Items</u> <u>Description</u>
970763959-	2024 Model Year

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You
UTILITY EQUIPMENT AND BODIES SINCE 1929

970167512- **Created By:Austin Cardin on 29-AUG-2024 13:13**
Global Unit

970040019- **Created By:Ashleigh Thompson on 12-MAR-2025 11:00**
DOT Certification Required (Industry/Stock Preferred) - Full Address Required
33 Inverness Center Parkway
Birmingham AL 35242
Created By:Ashleigh Thompson on 12-MAR-2025 11:00



Bid Award Recommendation

Date: 04/24/2025

Description: **Altec AT37G Aerial Bucket/5500 Ram Chassis**

Qty.: 1

Replaces: 95200-03, a 2017 Ford F550 Bucket Truck – Traffic Operations/Signals

Bidder: Global Rental Co, Inc/Altec, Carla Anglin 817-905-2089, carla.anglin@altec.com
Quote# 421202502, via Sourcewell Cooperative Contract# 040924-ALT.

Item: Altec AT37G Aerial Bucket Body Mounted on a 5500 Ram Chassis with
Equipment and Options Identified on Altec Specification Dated 4/7/2025.

Total Cost of Vehicles, Equipment & Installation:

\$175,441.00

It is Fleet Services recommendation to award the bid to **Global Rental Co, Inc/Altec** in the amount of **\$175,441.00** utilizing the **Sourcewell Cooperative Contract # 040924-ALT.**

Fleet Services Manager

04/24/2025

Date



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

DATE: May 19, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of a Professional Services Agreement with Plummer Associates, Inc., Inc. for development of a Utility Services Risk and Resiliency Assessment in the amount of \$51,223.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: In October 2018, Congress passed the America's Water Infrastructure Act (AWIA). This Act requires community water systems serving more than 3,300 people to conduct a Risk and Resiliency Assessment (RRA) and to provide it to the United States Environmental Protection Agency. Based on Flower Mound's population, an assessment was performed and completed in October 2020. The AWIA requires the Town to recertify an updated Risk and Resilience Assessment and updated Emergency Response Plan every five years.

The scope of the Professional Services Agreement provides for the development of a comprehensive inventory of all critical assets and processes, as well as a Financial/Enterprise Infrastructure Assessment. Using this data, the consultant will recommend high-level mitigation strategies based on industry best management practices.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$51,223.00

Proposed Expenditure/(Revenue)
\$51,223.00

Account Number(s):

630-960-96004-6070 - \$25,611.50
630-970-96004-6070 - \$25,611.50

LEGAL REVIEW: The Town's standard (construction agreement, professional service agreement, etc) 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. Form 1295_Flower Mound 0523-070-01
2. PSA Risk and Resilience Update_Plummer Signed

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Plummer**

This contract is entered into on this ____ day of _____, 2025, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Plummer**, (“hereinafter referred to as “CONSULTANT”) whose address is 1320 South University Drive, Suite 300, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to updating the Town’s Water System Risk and Resilience Assessment, and an updated Emergency Response Plan project; and

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

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to update the Town's Water System Risk and Resilience Assessment and an update to Emergency Response Plan including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Fifty One Thousand Two Hundred Twenty Three and No/100 Dollars (\$51,223). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Manny Palacios Jr.
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6414 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT

OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX. **Notice Information**

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Manny Palacios Jr.
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6414 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Paula Monaco, PhD, PE
Wastewater Treatment Team Leader
1320 S. University, Suite 300
Fort Worth, Texas 76107
817-806-1700 Telephone
817-806-1718 Direct
pmonaco@plummer.com

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Cheryl Moore
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
Plummer**

By: Paula Monaco
Name: Paula Monaco
Title: Wastewater Treatment Leader

Date Signed: April 16, 2025

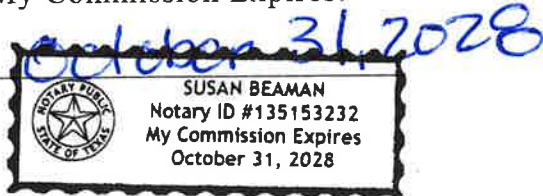
State of Texas §
 §
County of Tarrant §

This instrument was acknowledged before me on the 16 day of April, 2025, by Paula Monaco in his capacity as Team Leader of Plummer Associates Inc Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Authorized Agent.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16 DAY OF 04, 2025.

Susan Beaman
Notary Public, State of Texas

My Commission Expires:



ATTACHMENT A

Scope of Services

Exhibit A is part of the Agreement between Plummer Associates, Inc. (ENGINEER) and the Town of Flower Mound (OWNER) for a project generally described as:

TOWN OF FLOWER MOUND AMERICA'S WATER INFRASTRUCTURE ACT COMPLIANCE

The purpose of this Agreement is to furnish services generally outlined below:

- Update the OWNER's Risk and Resilience Assessment for the OWNER's water system;
- Update the OWNER's Emergency Response Plan.

BASIC SERVICES

The America's Water Infrastructure Act (AWIA) requires the OWNER to recertify an updated Risk and Resilience Assessment, and an updated Emergency Response Plan every five years. The ENGINEER agrees to furnish the OWNER with the following services:

- A. Facilitate two (2) meetings with the OWNER: one (1) during the Risk and Resilience Assessment phase and one (1) during the Emergency Response Plan phase. The initial meeting will be in-person and the second meeting will be remote.
- B. Review OWNER's previous Risk and Resilience Assessment and Emergency Response Plan completed in 2021.
- C. Update the list of OWNER's water system assets including: pipelines, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, computer systems, chemicals, and financial infrastructure.
- D. Review any OWNER noted updates to above ground water assets' security and any potential remaining vulnerabilities. Conduct a site assessment of OWNER's new or updated infrastructure. Updated recommendations will be documented in the RRA report.
- E. Document the updated Risk and Resilience Assessment (RRA) in a draft report. Provide one (1) electronic copy of the draft RRA to the OWNER for review. A final RRA will be prepared after incorporating comments from the OWNER. Three (3) physical copies of the final RRA and one (1) electronic copy will be delivered to the OWNER.
- F. The OWNER will certify completion of the Risk and Resilience Assessment using the EPA's online portal.
- G. Update the OWNER's existing Emergency Response Plan to comply with AWIA requirements. Provide one (1) electronic copy of a draft updated Emergency Response Plan to the OWNER. After the OWNER's review, a final version of the updated Emergency Response Plan will be prepared, incorporating comments from the OWNER. Three (3) physical copies of the final Emergency Response Plan and one (1) electronic copy will be delivered to the OWNER.
- H. The OWNER will certify completion of the Emergency Response Plan using the EPA's online portal.

ATTACHMENT B

COMPENSATION

This Attachment is part of the Agreement between Plummer Associates, Inc. (Plummer) (the “Engineer”) and the Town of Flower Mound (the “Town”) for the project generally described as:

TOWN OF FLOWER MOUND

AMERICA’S WATER INFRASTRUCTURE ACT COMPLIANCE

Fees

The fees listed below includes costs for the scope items listed in Exhibit B-Scope of Services. Plummer Associates will provide the following Scope of Services for a lump sum fee:

Task	Description	Labor	Expenses	Fee
1	Project Management, Kickoff Meeting, and Site Visit	\$14,270	\$1,840	\$16,110
2	Risk & Resiliency Assessment	\$17,330	\$431	\$17,761
3	Emergency Response Plan	\$16,920	\$431	\$17,351
	Total Estimated Cost:	\$48,520	\$2,703	\$51,223



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

DATE: May 19, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a resolution authorizing the application of a grant proposal to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program 2025 Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Every two years, the Texas Department of Transportation (TxDOT) advertises its Transportation Alternatives (TA) Set-Aside Program. The TA Program provides 80% matching grant funds for trail enhancements and non-infrastructure projects. TxDOT's 2025 TA Call for Projects features a two-step application process which includes a preliminary application and a detailed application.

The Town's preliminary application was submitted in February and includes construction of two trail segments: 1) "North Segment" or "Long Prairie Road Corridor" - 1.65 miles of 10'-wide concrete trail/shared-use path (SUP) along Long Prairie Road, south from Justin Road and then along College Parkway, which runs alongside Gaston Park and connects to the existing Pink Evening Primrose Trail; and 2) "South Segment" or "Timber Creek Trail Segment" - 0.53 miles of 12'-wide concrete trail/SUP from the Pink Evening Primrose Trail near Kirkpatrick Lane, connecting by way of the Timber Creek greenbelt to Blue Sky Lane. The project also includes 911 emergency signage, regulatory and wayfinding signage, a concrete boardwalk, three ped. bridges, 29 accessible curb ramps, and striping of 14 crosswalks. The preliminary application provided TxDOT with high-level proposed project information to determine eligibility and funding opportunities.

TxDOT notified Town staff in late April that the application was eligible for funding and approved the Town to move forward with the detailed application. The deadline to submit the detailed application for funding through this grant program is June 20, 2025. It is anticipated that the total cost of these projects will be \$16,200,000 and the Town's match would be up to \$3,240,000. With the passage of Proposition A in the 2025 Bond Election, the Town will have the necessary funds to cover the required 20% match. TxDOT will review all projects by August of 2025 and the Commission will consider funding projects in October of 2025. If the Town of Flower Mound is awarded grant funding, staff will bring the TxDOT Advance Funding Agreement to the Town Council for approval. More details about this grant opportunity can be found at the following [website](#).

BOARD REVIEW/CITIZEN FEEDBACK: These two trail segments were part of the bond proposition that was approved by voters on May 3, 2025.

ALTERNATIVES: The Town Council can decide not to submit a grant application at this time.

FISCAL IMPACT: \$3,240,000

Proposed Expenditure/(Revenue)
\$3,240,000

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

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

ATTACHMENTS:

1. Flower Mound Resolution

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

**A RESOLUTION SUPPORTING THE TOWN OF FLOWER MOUND’S APPLICATION TO
THE TEXAS DEPARTMENT OF TRANSPORTATION’S 2025 TRANSPORTATION
ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS**

Resolution #_____

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The Town of Flower Mound would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the Town of Flower Mound is desirous of authorizing an official to represent and act for the Town in dealing with the Department concerning the Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE FLOWER MOUND TOWN COUNCIL THAT: The Town of Flower Mound supports funding this project as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department’s direct state cost for oversight, and the required local match, if any) and is willing to commit to the project’s development, implementation, construction, maintenance, management, and financing. And hereby authorizes and directs the Director of Parks and Recreation to act for the Town in dealing with the Texas Department of transportation for the purposes of the Program, and that Chuck Jennings is hereby officially designated as the representative in this regard. The Town of Flower Mound is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19th DAY OF MAY, 2025.

Cheryl Moore, Mayor

ATTEST:

Theresa Scott, Town Secretary



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

DATE: May 19, 2025

FROM: Jeremy Brudwick, Grants and Financial Analyst

ITEM: **Consider approval of a resolution authorizing the acceptance of grant funds from the Texas Commission on the Arts (TCA), which will be used to pay a portion of the performance costs for the Town's annual Arts Festival.**

BACKGROUND: The Town applied for and was awarded a grant in the amount of \$1,400.00 from the Texas Commission on the Arts (TCA) as part of its Performance Support Grant Program. If approved, the grant will be used to cover part of the performance costs for the Town's annual Arts Festival. For administrative purposes, the Director of Parks & Recreation has been designated as the Authorized Official, because this official shall DocuSign a list of assurances as a requirement for accepting the grant. This is not a reimbursement grant, so the Town receives a check from TCA for \$1,400.00. All funds must be spent, and a final report submitted, within thirty (30) days of the performance.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0.00

Proposed Expenditure/(Revenue)

\$(1,400.00)

\$1,400.00

Account Number(s):

370-4605

Grant Fund

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

ATTACHMENTS:

1. Resolution
2. Assurances

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TEXAS COMMISSION ON THE ARTS FOR THE PURPOSE OF PAYING A PORTION OF THE PERFORMANCE COSTS FOR THE TOWN'S ANNUAL ARTS FESTIVAL; AUTHORIZING THE PARKS & RECREATION DIRECTOR TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") applied for and was awarded a grant in the amount of \$1,400.00 from the Texas Commission on the Arts as part of its Performance Support Grant Program, for the purpose of paying a portion of the performance costs for the Town's annual Arts Festival; and,

WHEREAS, the Town Council finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds to pay a portion of the performance costs for the Town's annual Arts Festival.

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

SECTION 1

The Town of Flower Mound approves and accepts the awarded grant amount of \$1,400.00 from the Texas Commission on the Arts as part of its Performance Support Grant Program.

SECTION 2

The Town Council designates the Parks & Recreation Director as the Town's authorized official. The authorized official is given the power to apply for, accept, alter, or terminate the grant on behalf of the Town, and may take any actions necessary to effectuate this resolution.

SECTION 3

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

SECTION 4

This Resolution shall become effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 19th DAY OF
MAY, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Grant ID: 77764091

Application Title: Performance Support

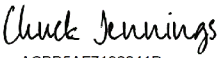
Application: Performance Support

Organization: Town of Flower Mound/Parks and Recreation Dept.

Assurances

Applicant organization ("Grantee") hereby gives assurance to the Texas Commission on the Arts that:

1. The activities and services for which financial assistance is sought will be administered by Grantee;
2. Any funds received as a result of this grant award will be used solely for the project described;
3. Grantee has read, understands and will conform to the intent outlined in the Guide to Programs and Services;
4. Grantee agrees to comply with regulations pertaining to federal grant recipients including the most recently amended versions of Title VI of the Civil Rights Act of 1964, Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, The Americans with Disabilities Act of 1990 (ADA), and the Drug Free Workplace Act;
5. Grantee agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783 (Uniform Grant and Contract Management Act), and the Texas Comptroller's Texas Grant Management Standards (TxGMS), including the Uniform Assurances and the Standard Financial Management Conditions included in TxGMS;
6. Grantee will comply with Texas Government Code, Section 444.021(b), which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting, or funding any project, production, workshop, and/or program which includes obscene material as defined in Section 43.21 Penal Code of Texas;
7. Grantee agrees that grant funds be expended, matched, and services performed within the State Fiscal Year; and unexpended, unmatched, and/or undocumented grant money be returned by Grantee.
8. The application has been duly authorized by an authorized official for the Grantee;
9. Grantee assures and certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Signed by:  4/9/2025
X  ACBB5AF7132241D...
signature

Authorizing Official Name:

Chuck Jennings

Town of Flower Mound/Parks and Recreation Dept.

1200 Gerault Rd.

Flower Mound, TX 75028

Signing this form indicates that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of your knowledge.



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

DATE: May 19, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Public Hearing to consider recommendation and approval of a conceptual Master Plan for Leonard & Helen Johns Community Park, a 38.11-acre park located at 1850 Timber Creek Road.**

BACKGROUND: The purpose of this item is to discuss and consider for approval the attached conceptual master plan. MHS Planning and Design (MHS) has utilized the feedback provided by the Parks Board and public during their April work session and May Public Hearing to create the proposed conceptual design which the Parks Board unanimously recommended for Town Council consideration. This item will be presented as a public hearing allowing residents the opportunity to comment on the proposed park master plan. The item will be a public hearing in which residents will again have an opportunity to comment on the proposed master plan.

Leonard & Helen Johns Community Park key meetings and dates:

- December 10, 2024 – Public Town Hall Meeting
- April 3, 2025 – Parks Board Work Session with public input
- May 1, 2025 – Parks Board Public Hearing
- May 19, 2025 – Town Council Public Hearing

Below is a timeline of the park from acquisition until Town Council approved the contract with MHS Planning and Design.

- 1985: Town Council acquired 31 acres of land known as Community Center Park.
- 1990: Town Council voted to rename Community Center Park to Leonard Johns Park.
- 1993: Town & Lewisville ISD entered into a land exchange agreement which provided five acres to LISD for their natatorium and 11+ acres of land to the Town at Gerault Park.
- 2019: Town Council voted to rename Leonard Johns Park to Leonard and Helen John Community Park.
- 2021: The Town purchased 7.4 acres of land from the Lewisville ISD adjacent to Leonard and Helen Johns Community Park.
- 2021: LISD Natatorium and the Communications building were removed.
- 2024: LISD Administration building was removed.
- 2024: Town Council approved a professional services agreement with design consultant MHS Planning & Design LLC for the master-planning of the park.

The creation of a conceptual master plan for the park will guide staff and the architect in the design and provide the Town with an opinion of probable costs for budgeting purposes.

A website dedicated to the Leonard and Helen Johns Community Park Master Plan was launched, offering residents an avenue to stay updated on the plan's development. Accessible at www.flower-mound.com/LHJPMasterPlan, this platform provides a comprehensive resource for residents interested in learning about the Park's history, exploring past presentations, delving into summaries of the public input meeting outcomes, next steps, and more.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval at their May 1, 2025, regular meeting with a vote of 6 to 0. Citizen feedback was received at various public input meetings and at the public hearing.

ALTERNATIVES: The Town Council can make changes to the proposed master plan by adding or deleting park elements/amenities.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Leonard & Helen Johns Park - Proposed Conceptual Plan

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

Site Master Plan





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

DATE: May 19, 2025

FROM: Chuck Russell, Principal Planner

ITEM: **Consider a request for an exception (MISC25-0002 – Peninsula at Twin Coves Entry Sign) as authorized by Section 82-340 “Residential subdivision entry and signage” to Section 86-4 “Prohibited signs,” and Section 86-67 “Ground Signs,” of the Code of Ordinances in order to allow an electronic message board sign. The subject sign is generally located south of Wichita Trail and east of Peninsula Drive. (PZ recommended approval by a vote of 6 to 0 at its May 12, 2025, meeting)**

BACKGROUND:

- Size of sign – Subject sign is approximately 15 inches high by 38 inches wide
- Location of sign – Subject sign is attached to the back side of the subdivision entry sign wall that is located on an HOA owned and maintained x-lot.
- Zoning – Single-Family Estate (SF-E) District
- Request – Approve an exception to the Town’s sign standards to allow an existing electronic message board sign to remain at the entrance to the Peninsula at Twin Coves subdivision.
- SMARTGrowth – N/A
- Traffic Analysis – N/A
- Incentives - N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its May 12, 2025, meeting with the following conditions:

1. The subject sign must receive a permit and be inspected to ensure it is in compliance with any applicable building codes.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

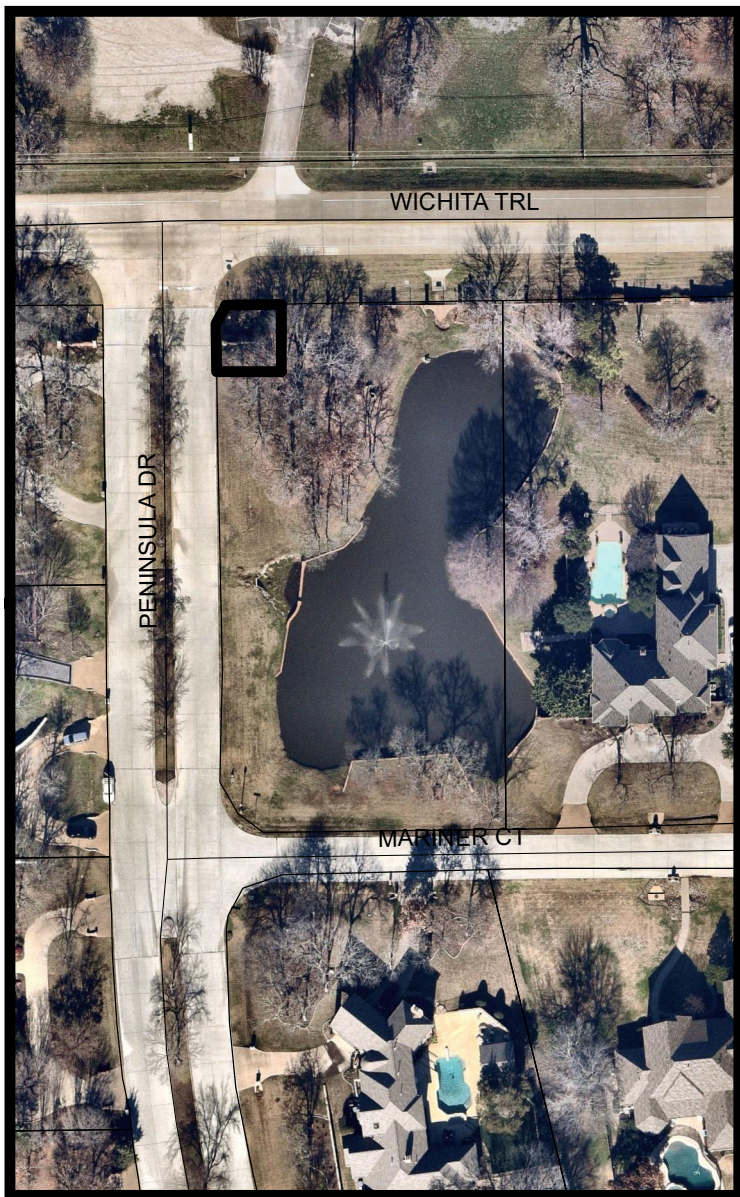
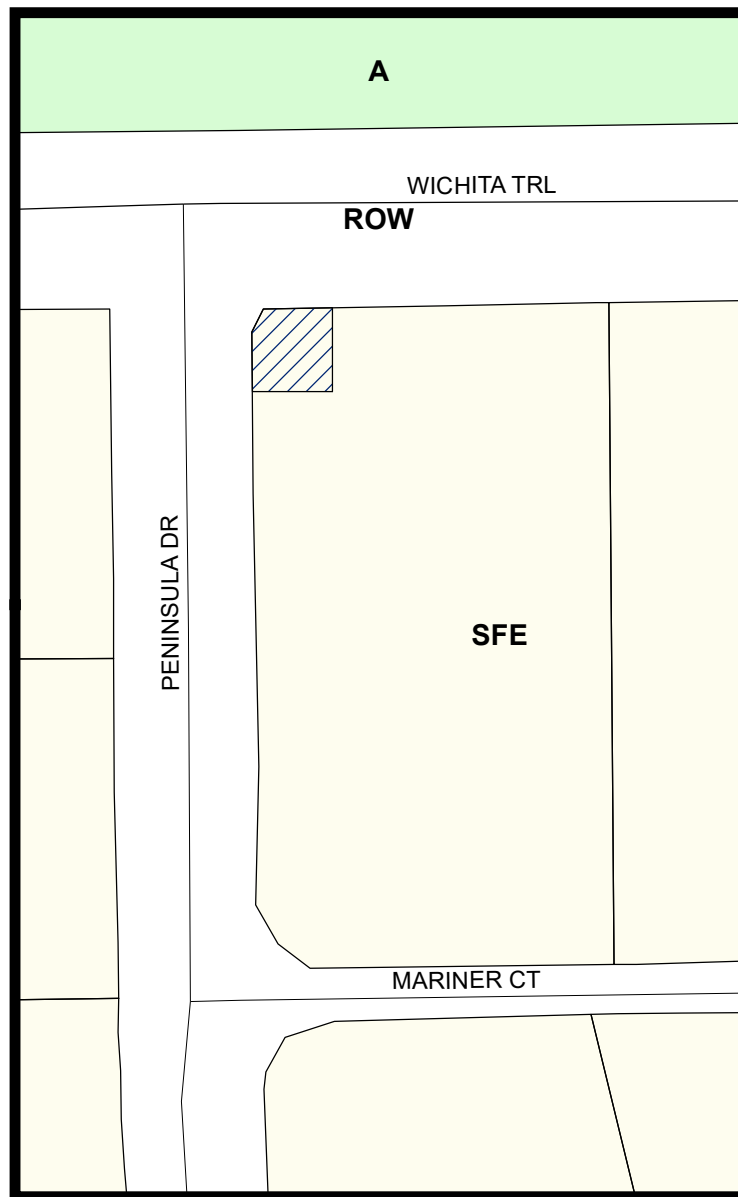
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

MISC25-0002: The Peninsula at Twin Coves



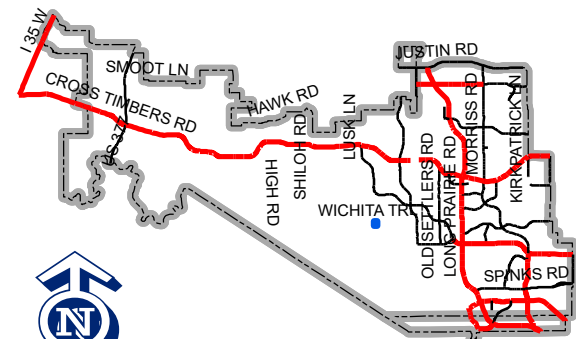
LEGEND

 Agriculture  Single Family Estate

 Subject 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 62.5 125 250 Feet



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

DATE: May 19, 2025

FROM: Chuck Russell, Principal Planner

ITEM: Consider a request for a Site Plan (SP24-0009 – Golf Everywhere) to develop an amusement and recreation center (indoors), a restaurant and two health club or athletic club buildings subject to meritorious design exceptions in accordance with Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located north of Aberdeen Drive and east of Long Prairie Road. (PZ recommended approval by a vote of 5 to 1 at its May 12, 2025, meeting.)

BACKGROUND:

- Size – 7.739 acres
- Zoning - Planned Development District-157 (PD-157) for Retail District-2 (R2) uses
- Building Sizes:
 - 37,279 square feet (one-story amusement and recreation center)
 - 7,161 square feet (one-story health and wellness center)
 - 4,964 square feet (one-story golf teaching center)
 - 5,911 square feet (one-story restaurant with 2,000 square feet of open patio space)
- SMARTGrowth - Passed
- Traffic Analysis – Completed with Zoning Application
- Exceptions – Exception to Section 98-1163(2) of the Town Code, “Unified design theme” and Section 98-1163(5) of the Town Code, “Roofs and pitch”
- Incentives – None requested
- Planning and Zoning Commission Staff Report Link

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission moved to recommend approval by a vote of 5 to 1 at its May 12, 2025, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

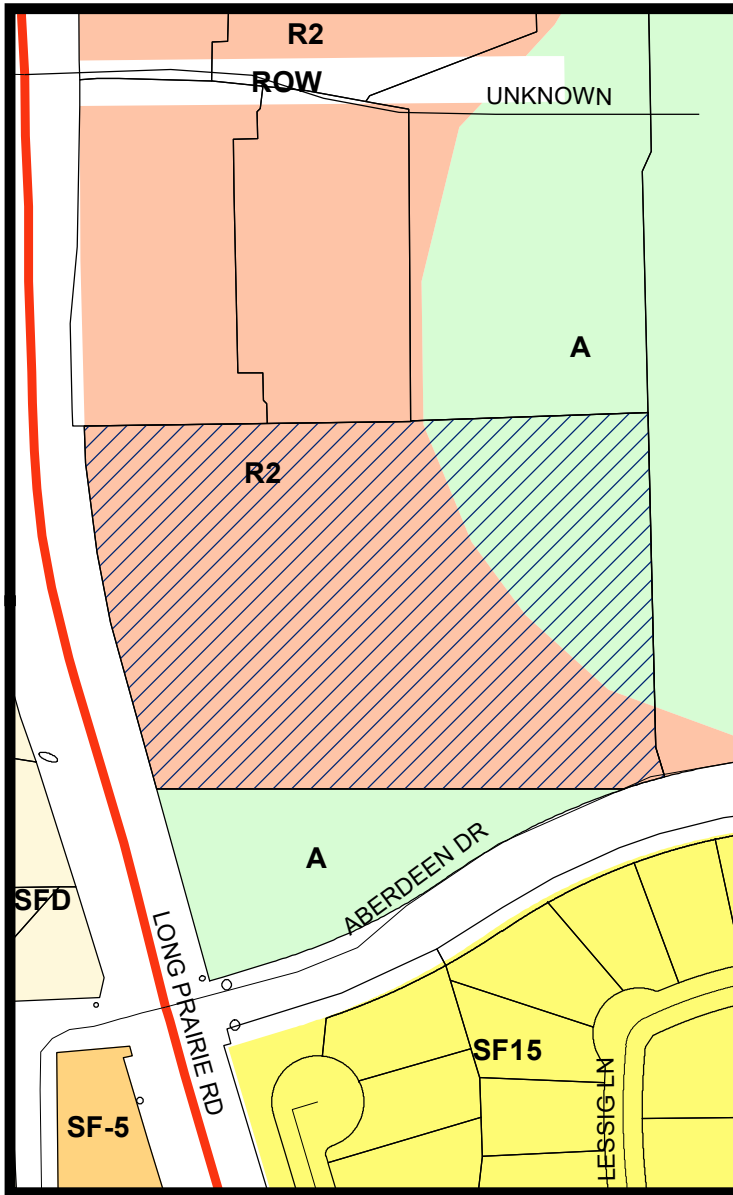
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

SP24-0009: Golf Everywhere



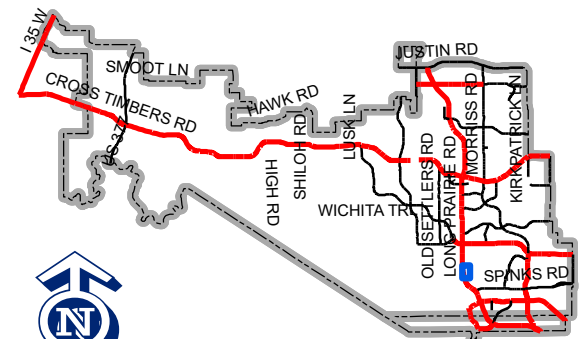
LEGEND

Agriculture
 Retail 2
 Single Family 5
 Single Family 15
 Single Family Detached

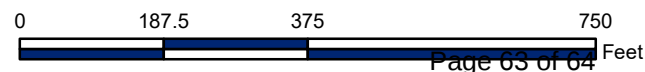
Subject Property

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

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Map Location





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

DATE: May 19, 2025
FROM: John Zagurski, Chief Financial Officer
ITEM: **Overview of Hotel Occupancy Tax Allowable Uses.**

BACKGROUND: During the budget presentation to the Town Council, many questions were asked about the allowable uses of the Hotel Occupancy Tax revenue. This presentation will provide an overview of the restricted uses of the funds and lay out potential future uses.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: No action is required by the Town Council on this item.