

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



December 15, 2025

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGES

D. PRESENTATION

1. Announcement and recognition of 2025 Outstanding Citizen Award winners.

E. PUBLIC COMMENT

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

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

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

- Limited to three (3) minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Direct comments to the Town Council
- State your name and the municipality where you reside

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. Holiday Service Projects
 - b. Holiday Events
 - c. 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. December 18 - Work Session
2. January 5 - Regular Meeting
3. January 15 - Work Session

J. CONSENT ITEM(S)

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

1. Minutes - 11/20 - Consider approval of the minutes from a work session meeting held on November 20, 2025.
2. Minutes - 12/1 - Consider approval of the minutes from a regular meeting held on December 1, 2025.
3. Promoter Line Contract - Parks & Recreation - Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2026 Independence Fest, in an amount not-to-exceed \$344,000.00 and authorization for the Mayor to execute same on behalf of the Town.
4. PY2024 CAPER - Consider approval of a resolution authorizing the adoption of the Program Year 2024 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
5. Fire Hydrant Maintenance Contract - Consider approval of utilizing a utility service contract with Rey-Mar Construction LLC. for the repair and replacement of fire hydrants, in the amount of \$200,000; and authorization for the Mayor to execute same on behalf of the Town.

6. Timber Creek Bridge Water Line Lowering Construction Award - Consider approval of a Construction Agreement with Four Star Excavating Inc. for the Timber Creek Bridge Water Line Lowering project, in the amount of \$358,635.00; and authorization for the Mayor to execute same on behalf of the Town.
7. 2026 Toyota Highlander XL E AWD Hybrid purchase. - Consider approval of the purchase of one (1) 2026 Toyota Highlander for \$58,548.00 from Silsbee Toyota and upfitting.
8. 2026 Chevrolet Traverse LT FWD purchase - Consider approval of the purchase of (1) one 2026 Chevrolet Traverse for \$52,015.00 from Lake Country Chevrolet and upfitting.
9. Crime District FY 25-26 Budget Amendment #1 - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 22-25.
10. Fire District FY25-26 Budget Amendment #1 - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 23-25.
11. FY25-26 Budget Amendment #1 - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 32-25 for adjustments to the General Fund, Utility Fund, Library Development Fund, Street Maintenance Sales Tax Fund, Parks 4B Sales Tax Fund, Crime Control and Prevention District Sales Tax Fund, Fire Control, Prevention, and Emergency Medical Services District Sales Tax Fund, Justice Seizures Fund, Texas Parks and Wildlife Development Fund, Neighborhood Improvement Fund, COVID-19 Fund, and the Vehicle and Equipment Replacement (VERF) Fund.

K. REGULAR ITEM(S)

1. MPA25-0006 - Water Plan Amendment - Public Hearing to consider an ordinance amending Section 8.0 - Water Plan of the Master Plan (MPA25-0006 - Water Plan Amendment) to adopt amendments and additions to the 2009 Water Master Plan Update as a component of the Master Plan.
2. MPA25-0007 - Wastewater Plan Amendment - Public Hearing to consider an ordinance amending Section 9.0 - Wastewater Plan of the Master Plan (MPA25-0007 - Wastewater Plan Amendment) to adopt amendments and additions to the 2009 Wastewater Master Plan Update as a component of the Master Plan.
3. CSP25-0002 - Argyle ISD High School Stadium - Public Hearing to consider a request for a Comprehensive Sign Package (CSP25-0002- Argyle ISD High School Stadium) to allow two additional signs and two larger wall signs on the building. The property is generally located south of Canyon Falls Drive between

Denton Creek Boulevard and Stonecrest Road. (PZ recommended approval by a vote of 3 to 2 at its December 8, 2025, meeting.)

L. WORK SESSION ITEM

1. Value of Municipal Services: Environmental Services
2. Value of Municipal Services: Fleet

M. 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.

N. 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. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.
 - a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
2. **Section 551.072: Deliberation Regarding Real Property**
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. **Section 551.074: Personnel Matters**
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. **Section 551.087: Deliberation Regarding Economic Development Negotiations**
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.

O. RECONVENE

P. ADJOURN

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on December 9, 2025, by 5:00 p.m.

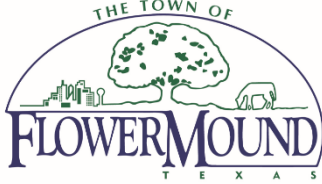
Anne Carnes, Deputy Town Secretary

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.

In accordance with section 551.043 of the Texas Government Code, the Taxpayer Impact Statement can be viewed by clicking [HERE](#).

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

Town Council Work Session



November 20, 2025
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

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

Town Council member(s) absent:

Town Staff present:

James W. Childers, Town Manager
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

B. PUBLIC COMMENT

There were no requests to speak from the public.

C. WORK SESSION ITEM(S)

1. Denco 9-1-1 Update

Town Manager James W. Childers introduced Greg Ballentine, Executive Director with Denco 911. Mr. Ballentine gave a presentation identifying or noting:

What is Denco 9-1-1; Board of Managers overview; emergency communications centers; emergency video presentation to council; technical services; back-up facilities; software defined-wide area network; system enhancements; public safety training academy; operations support; testing program; public engagement; automatic external defibrillator (AED) Registry; geographic information systems (GIS) services; and indoor mapping project.

Town Council and Mr. Ballentine discussed funding/revenue sources.

2. Value of Municipal Services: Parks and Recreation

Chuck Jennings, Director of Parks and Recreation Services, gave a presentation identifying or noting:

Mission; facilities/systems; core functions; metrics; organizational chart; financial overview; funded and unfunded requests and five-year staffing plan. In addition, budget/programming/services/staffing/participation levels overview of the Community Activity Center; Senior Center; Twin Coves Park; Special Events Division; Community and Cultural Events; Parks Services; and the Gibson-Grant Log House.

Town Council and staff discussed Twin Coves cost recovery; bond election; parks and trails master-plan update process; public input; capacity challenges; and partnership opportunities.

D. ADJOURN

Mayor Moore adjourned the meeting at 7:51 p.m.

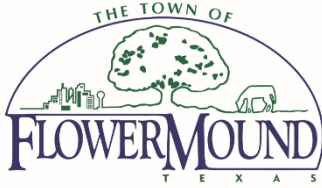
TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

Town Council Regular Meeting



December 1, 2025

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

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

Town Council member(s) absent:
Chris Drew, Councilmember Place 2

Town Staff present:
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

B. INVOCATION

Chaplain Plunk gave the invocation.

C. PLEDGES

Mayor Moore led the Pledge of Allegiance to the United States and Texas flags.

D. PRESENTATION(S)

1. Proclamation Community Wildfire Protection Plan

Mayor Moore recited the proclamation and presented it to Fire Chief, Paul Henley and Assistant Fire Chief, Brandon Barth.

2. Flower Mound High School Marching Band Certificate of Achievement Awards

Mayor Moore recited the proclamation and presented it to the following:

Band Directors:

Brent Biskup, Director of Bands

David Gronneberg, Director of Percussion

Ian Lewis, Color Guard Director

Tristan Willard, Director of Bands at Bonham

Drum Majors:

Evelyn Kim

Shalom Lee

Irene Park

Ethan Murray

Krish Venkatesh

E. PUBLIC COMMENT

	Speaker name, municipality where you reside	Subject (as written on the form)
1.	Robert Chick, Sanger	Republican Candidate - TX-26

F. ANNOUNCEMENTS

Mayor Moore shared that staff clarified a future agenda item on vaping in public spaces, noting the Town Ordinance prohibits vaping wherever smoking is banned.

G. TOWN MANAGER'S REPORT

There were no items for this category.

1. Capital Improvement Projects

2. Economic Development Projects
3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

There were no future agenda items requested.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Council members present, plan to be at the following meetings:

1. December 15 - Regular Meeting
2. December 18 - Work Session

J. CONSENT ITEM(S)

ACTION:	Adam Schiestel moved to approve items J.1 - J.7 as presented. Brian Taylor seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

1. Minutes - 11/17 - Consider approval of the minutes from a regular meeting held on November 17, 2025.
2. Bucket Truck Replacement - Parks (VERF) - Consider approval of the purchase of one (1) Ford F550 4x4 w/Altec AT40G Aerial bucket truck body per Town of Flower Mound specifications and vendor quote from Altec Industries through the Sourcewell Cooperative Contract #110421-ALT, for the Parks Division, in the amount of \$168,686.00.

3. Annual Standards of Care Ordinance Update - Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code-Section 42.041 and to adopt an Ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 6, 2025 meeting).

ORDINANCE NO. 49.25

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. Design PSA - Marcus Dr, Marcus Ct, Prospect Dr Reconstruction - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Marcus Dr, Marcus Ct, Prospect Dr Reconstruction project, in the amount of \$398,000.00; and authorization for the Mayor to execute same on behalf of the Town.
5. Purchase a Chevy Tahoe 4WD PPV Police Pursuit Vehicle – Police (VERF) - Consider approval of the purchase of one (1) new 2026 Chevy Tahoe 4WD PPV Police Pursuit Vehicle with Vendor Quote from Sames Auto Group in the amount of \$57,350.00.
6. Denton County Hazard Mitigation Plan - Consider approval of a Notice of Intent to continue participation in the Denton County Hazard Mitigation Action Plan (HMAP) and authorization for the Mayor to approve same on behalf of the Town.
7. Easement Abandonment - Consider approval of an ordinance providing for the abandonment and release of the Town's interest in temporary construction easements and a permanent drainage easement, previously granted to the Town as recorded in the Real Property Records of Denton County, Texas, as document numbers 2020-12060, 2020-12061, and 2020-12062; authorizing the Mayor to execute and sign all documents releasing the easements to the owners of the fee estate; providing a severability clause; and providing an effective end date.

ORDINANCE NO. 50-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ABANDONMENT AND RELEASE OF THE TOWN'S INTEREST IN TEMPORARY CONSTRUCTION EASEMENTS AND A PERMANENT DRAINAGE EASEMENT, PREVIOUSLY GRANTED TO THE TOWN AS RECORDED IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AS DOCUMENT NUMBERS 2020-12060, 2020-12061, AND 2020-

12062; AUTHORIZING THE MAYOR TO EXECUTE AND SIGN ALL DOCUMENTS RELEASING THE EASEMENTS TO THE OWNERS OF THE FEE ESTATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

K. REGULAR ITEM(S)

1. Reinsurance Contract (Town Health Plan) - Consider approval of a reinsurance renewal for the Town's Group Health Plan with Voya Financial for the amount of \$2,072,401; and authorization for the Mayor to execute the same on behalf of the Town.

Lynda Bolitho, Director of Human Resources, introduced Sandy Brown, Senior Vice-President, McGriff, who gave a presentation identifying or noting:

Stop-loss insurance overview; types of coverage; current coverage carrier; historical claim analysis; Request For Proposal (RFP) results and considerations; quantifying specialty care; recommendations and next steps.

Town Council, the representative and staff discussed the applicability of certain conditions; risk mitigation; town financial obligations and cost comparisons over time; prescription/treatment costs; and future prevention wellness program.

ACTION:	Ann Martin moved to approve K.1 as proposed. Adam Schiestel seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

2. SSP24-0005 - Montalcino Estates Phase IV - Consider a request for a Subdivision Site Plan (SSP24-0005- Montalcino Estates Phase IV) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and west and north of Montalcino Boulevard. (On November 17, 2025, Town Council moved by a vote of 5-0 to table this item to the December 1, 2025, Meeting.) (PZ recommended approval by a vote of 5 to 1 at its November 10, 2025, meeting.)

Mayor Moore stated items K.2, K.3, and K.4 would be presented at the same time.

Lexin Murphy, Director of Development Services, presented Items K.2, K.3, and K.4 identifying or noting:

General and detailed location; land use; zoning; subdivision site plan; house pad

benching; lot-to-lot drainage; topographic slope; Environmental Conservation Commission and Parks Board recommendations; and tree map.

Applicant Darren Andrews, Senior Project Manager with McAdams was present to answer questions.

Jake Speckals, Urban Forester, discussed trees recommended for denial by the Environmental Conservation Commission; tree photos and tree numbers being 1184,1206,1217, and 1282.

Town Council, applicants and staff discussed slope exceptions and the height of retaining walls; the process for citizens to reach out to project managers; one home in foreclosure which could affect fencing completion.

Mayor Moore opened the public hearing.

	Speaker name, municipality where you reside	Subject (as written on the form)
1.	Cindy Clark, Flower Mound	Montalcino

There being no one else wishing to speak, Mayor Moore closed the public hearing.

Rodrick Middlebrooks and Lance Proctor with Lenart Development, and Jack Dawson with Centurian American were present and available to answer questions.

ACTION: Ann Martin moved to approve K.2 as presented, including staff's stipulations, with the addition that the retaining walls be no greater than five feet tall. Adam Schiestel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

3. TRP25-0001 Montalcino Phase IV - Public Hearing to consider an application for a tree removal permit (TRP25-0001) for eleven (11) specimen trees on the property known as Montalcino Estates Phase IV for the proposed development. The property is generally located north of Cross Timbers Road, and west and north of Montalcino Boulevard. (The Environmental Conservation Commission recommended approval of seven (7) trees and denial of four (4) trees by a vote of 6 to 0 at its April 1, 2025, meeting. The Town Council postponed this item to the December 1, 2025, meeting by a vote of 5 - 0 at its November 17, 2025, meeting.)

This item was presented with items K.2 and K.4.

The public hearing for this item was opened and closed when presented with items K.2 and K.4.

ACTION: Ann Martin moved to approve K.3 with the exclusions stipulated by the Environmental Conservation Commission (ECC) for tree numbers 1184, 1206, 1217 and 1282. Janvier Werner seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

4. Parks Board Recommendation Montalcino Phase IV - Consider approval of a Parks Board Recommendation (PBR25-0002) for cash, in the amount of \$22,680.00, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$24,984.00 for the Montalcino Phase IV residential development generally located north of Cross Timbers Rd. and west of Tour 18 Dr. (The Parks Board recommended approval by a vote of 6 to 0 at their December 5, 2024, meeting.)

ACTION: Ann Martin moved to approve K.4 as proposed. Adam Schiestel seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

L. WORK SESSION ITEM

1. Presentation and discussion on land use assumptions, growth rates, and capital improvements

Mayor Moore recessed the meeting due technical difficulties at 6:56 p.m.

Mayor Moore reconvened the meeting at 7:00 p.m.

Bob Pegg, Town Engineer, introduced Pete Kelly, Transportation Engineer,

Kimley-Horn gave a presentation identifying or noting:

Land use assumptions overview; service areas; methodology; summary and results. Capital Improvements Plans (CIP) overview; impact fee CIPs for roadway.

Kyle Sanderson, Project Engineer, Kimley Horn, gave a presentation identifying or noting:

Water impact fee CIP, potable and reuse systems; potable water/reuse map; wastewater impact fee CIP, single Denton Creek service area; wastewater impact fee map; and timeline of next steps.

Town Council, the representatives and staff discussed analysis/methodology for rate setting with potential legislative changes; growth assumptions; infrastructure needs; and five-year history overview of impact fees.

2. Value of Municipal Services: Development Services

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

Planning Services and Building and Inspections Services — overview; missions; strategic links; organizational charts; core functions; accomplishments; goals; five-year staffing plans; metrics; projects and permits five-year overview; budgets; departmental requests and future challenges.

Town Council and staff discussed complements of department and staff; cloud migration resulting in potential staffing; and pain points.

3. Value of Municipal Services: Engineering Services (Development)

Bob Pegg, Town Engineer, gave a presentation identifying or noting:

Mission; strategic links; organizational chart; core functions; accomplishments; goals; budget; funded and unfunded decision packages; five-year staffing plan; and metrics.

Town Council and staff discussed drainage and development lifecycle.

M. BOARDS/COMMISSIONS

1. Discuss and consider approval of a resolution casting a vote for a candidate in the election of the Tarrant Appraisal District (TAD) Board of Directors.

Town Secretary, Traci Henderson presented the item.

Town Council took no action on this item.

2. Discuss and consider approval of a resolution to nominate an individual to be voted on by taxing jurisdictions to fulfill a vacancy for the Tarrant Appraisal District (TAD) Board of Directors.

Town Secretary, Traci Henderson presented the item.

Town Council took no action on this item.

N. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

Mayor Moore announced that the Town Council is convening into a closed meeting at 8:10 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

Mayor Moore left the meeting at 8:10 p.m.

1. Section 551.071: Consultation with Town Attorney

Consultation with Town Attorney.

a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas

b. Chapter 6, Division 1: Dangerous Dogs and Dangerous Animals

c. Possible boundary adjustment matter

2. Section 551.072: Deliberation Regarding Real Property

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. Section 551.074: Personnel Matters

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. **Section 551.087: Deliberation Regarding Economic Development Negotiations**

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.

O. RECONVENE

Mayor Pro Tem Martin reconvened into the open meeting at 9:17 p.m.; There was no action taken as a result of the closed meeting.

P. ADJOURN

Mayor Pro Tem Martin adjourned the meeting at 9:17 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: December 15, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2026 Independence Fest, in an amount not-to-exceed \$344,000.00 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On December 2, 2024, Town Council approved a professional services contract with Promoter Line, Inc. (PLI) to provide professional event production and planning services related to the 2025 Independence Fest. The new proposed contract term will be for twelve months, beginning December 15, 2025, and ending on December 14, 2026.

Due to the size and scope of the event, which regularly hosts between 20,000 and 30,000 attendees, staff is requesting the continuation of the professional services of PLI to assist staff in organizing, planning, and operating the festival. PLI was selected by staff due to their continued experience with the Town, other municipalities, and the quality of special events produced in the area. PLI has worked with numerous cities including Lewisville, Grapevine, Ft. Worth, Southlake, Mesquite, Bedford and Addison.

PLI has done an excellent job over the last 17 years working with the Town to produce the Wild About Flower Mound Festival (2009 & 2010) and the Independence Fest (2011-2025), at Bakersfield Park. Last year's celebration was a huge success and drew a large crowd, with over 20,000 spectators coming to help the Town celebrate the country's independence. Attendees enjoyed food vendors, exhibitors, a kid's play area, a car show, great live music headlined by Pat Green and a spectacular fireworks display to end the festival.

Overall, PLI handles many aspects of organizing and managing the festival as noted in the proposed contract. Town staff will be responsible for obtaining festival sponsorships, holding planning meetings, monitoring the event budget, and providing manpower during the festival. Promoter Line will be paid in eight monthly installments for their professional services fee of \$32,500 and all budgeted costs as outlined in the contract to organize and manage the festival, which comes to \$311,500. The necessary funds to host the 2026 Independence Fest were appropriated through the FY25-26 budget process and adopted into the Town's overall budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$344,000.00

Proposed Expenditure/(Revenue)
\$344,000.00

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

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

ATTACHMENTS:

1. Promoter Line Contract - 2026 Ind. Fest

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

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on this 15th day of December 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 Town Manager or his designee, and **PROMOTER LINE, INC.**, whose address is PO Box 2028, Colleyville, Texas, 76034-2028 (hereinafter referred to as “CONSULTANT”).

WITNESSETH:

WHEREAS, TOWN desires to obtain professional services relative to acting as a Promoter/Producer for the TOWN’s Independence Fest event and Children’s Activity Area at Parade (“Event”), which professional services are hereinafter referred to as “Services”; and

WHEREAS, CONSULTANT is qualified to provide such Services and is willing to undertake such Services for TOWN in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT 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 its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT 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 or national professional standards.

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 consultants, and that the doctrine of respondeat superior shall not apply between TOWN and CONSULTANT, its officers, agents, employees, Contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

II.

Scope of Services

The Services to be performed by CONSULTANT include the Services listed in Exhibit A, attached hereto and incorporated by reference as if written word for word. In the event of discrepancy or conflict between Exhibit A and this Contract, this Contract shall be binding and

control. Deviations from this scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

Consistent with the Services identified in Exhibit A, the TOWN will pay CONSULTANT the amount budgeted for the Event in an amount not to exceed Three Hundred Eleven Thousand Five Hundred and 00/100 Dollars (\$311,500.00) for the Event ("Event Funds"). The Event Funds shall be paid on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$38,937.50 and thereafter on or about the 1st of each month with final payment to be made in the amount of \$38,937.50 on the first day of the Independence Fest event. CONSULTANT shall use said Event Funds for the Event purposes identified in Exhibit A other than CONSULTANT's Fee, which Fee is provided for in section III. If additional services are requested, CONSULTANT will not initiate work on such additional services until authorized by the Town Manager, in writing, to proceed.

CONSULTANT shall collect any and all monies due and payable to the TOWN for participation in the Event and shall turn such monies over to the TOWN within fourteen (14) days of receipt. All participants shall be required to make their check or money order payable to the TOWN. Further, CONSULTANT shall meet regularly with Town as directed by TOWN to discuss the Event budget and expenses, provide to TOWN updated budget spreadsheets and receipts for all expenses incurred for the Event and paid on behalf of the TOWN, and make such expenditures as are authorized and required for the proper functioning of the Event within the parameters of the funding approved by the TOWN Council for such purpose.

III.

Compensation

For and in consideration of the Services performed hereunder, TOWN agrees to compensate CONSULTANT in a total amount not to exceed Thirty-Two Thousand Five Hundred and no/100 Dollars (\$32,500.00) as CONSULTANT's "Promoter's" or "Producer's" fees ("CONSULTANT'S Fee"). Such CONSULTANT'S Fee shall be paid to CONSULTANT on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$4,062.50 and thereafter on or about the 1st of each month with last payment to be made in the amount of \$4,062.50 once the final event invoice has been submitted to the Town no later than 60 days after the event.

The Scope of Services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the original proposed amount unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

IV.

Term

The term of this Contract shall be twelve (12) months, beginning December 15, 2025 and ending December 14, 2026.

V.

Performance Cancellation

If any Artists' performance which has been booked by CONSULTANT for the Event is prevented or rendered impossible or unfeasible due to illness or accident of the Artist; any act or regulation of any public authority; civil uprising, act of God, labor disputes; interruption, delay, or failure of transportation services; war conditions, terrorist attack or emergencies; interruption of utility services; or any other cause beyond the reasonable control of CONSULTANT, the Artist, or TOWN then neither party to this Contract, nor the Artist, shall have any claim for damages due to the performance cancellation.

VI.

Insurance

CONSULTANT shall 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 it has obtained all the insurance required under the Contract and such insurance has been approved by TOWN; nor shall CONSULTANT allow any subcontractor to commence work on his 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.

1. Workers' Compensation, as required by law, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Medical Payments, Independent Contractor's and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, 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. Automobile Liability Insurance, covering all vehicles to be used in performance of this contract with minimum limits equal to or greater than required by State law.

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

- (a) Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
- (b) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (c) Allow the Town the right to review the insurance requirements of this section during the effective period of the Contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the Town based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONSULTANT.

- (d) Name the Town of Flower Mound and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- (e) Allow the Town to be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto.
- (f) Notify the Town in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.
- (g) Provide a Certificate of Insurance evidencing the required coverages to:

TOWN OF FLOWER MOUND
Attn. Purchasing Division
2121 Cross Timbers Road
Flower Mound, TX 75028
Fax: 972-874-6478
Email: purchasing@flower-mound.com

VII.

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 during the term of 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.

VIII.

Indemnity

THE CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN AND 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 THE CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONSULTANT IS LEGALLY LIABLE, AND THE CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE TOWN FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

TO THE EXTENT ALLOWED UNDER TEXAS LAW, THE TOWN DOES HEREBY COVENANT AND CONTRACT TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CONSULTANT AND ITS OFFICERS, AGENTS, EMPLOYEES AND INVITEES, 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 THE TOWN AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE TOWN IS LEGALLY LIABLE, AND THE TOWN WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CONSULTANT FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

IX.

Default; Termination

A. TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONSULTANT. 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 and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN.

B. TOWN may terminate without cause with sixty (60) days written notice. CONSULTANT will provide TOWN with all Contract information and return any unpaid funds. CONSULTANT shall cooperate with TOWN to renegotiate with all third parties to recuperate expenses.

X.

Changes

TOWN may, from time to time, require changes in the scope of the 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.

XI.

Conflict 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.

XII.

Mailing Address

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

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn.: Chuck Jennings
Telecopy: 972.874.6471
Telephone: 972.874.6273

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:

Promoter Line, Inc., a Texas corporation
PO Box 2028
Colleyville, Texas 76034-2028
Attn.: Jerry R. Thompson
Phone: 817.312.6101
Federal ID# 75-2976232
Email: jtpresents@promoterline.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 by the sending party.

XIII.

Successors and Assigns

TOWN and CONSULTANT each binds themselves and their respective successors, executors, administrators and assigns to the other party of this Contract and to the successor, 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.

XIV.

Applicable Law

This Contract is entered into subject to the Charter and ordinances of TOWN as they 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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

XV.

Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason 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.

XVI.

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 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.

XVII.

Entire Agreement

This Contract embodies the complete 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.

XVIII.

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.

XIX.

Headings

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

XX.

Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Denton County, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXI.

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. Further, nothing contained in this

Contract is intended to waive nor should it be interpreted as waiving or otherwise deemed to waive the TOWN's sovereign immunity or governmental immunity as it applies to any third person or entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

THE TOWN:

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
Cheryl Moore, Mayor

CONSULTANT:

PROMOTER LINE, INC.,
a Texas Corporation

By: _____
Name: Jerry R. Thompson
Title: President

Date Signed: _____

Exhibit “A”

1. Promoter Line, Inc. will work with Town staff in development and design of an Event concept and theme.
2. Promoter Line, Inc. will develop and oversee all existing logistical elements going into Event.
3. Promoter Line, Inc. will hold a series of meetings to begin in February each year and occur monthly until the Event.
4. Promoter Line, Inc. will secure entertainment related items in cooperation with the budget.
5. Promoter Line, Inc. and the designated Town of Flower Mound's “Key” staff will oversee budget preparation. The budget will include, at a minimum, the following:

<u>Services To Be Provided</u>	<u>Projected Budget</u>
Entertainment	\$130,000.00
Catering/Rider for Headliner	\$ 3,000.00
Hotel for Headliner	\$ 3,000.00
Transportation for Headliner	\$ 1,500.00
ASCAP	\$ 250.00
BMI	\$ 250.00
Forklifts/Light Towers	\$ 12,000.00
Fence/Golf Carts	\$ 10,000.00
Food/Catering	\$ 2,400.00
Décor/scaff	\$ 2,800.00
Generators	\$ 38,000.00
Kid Zone	\$ 16,000.00
Portalets/Cleaning & Servicing	\$ 5,500.00
Producer fee	\$ 32,500.00
Radio Rentals	\$ 700.00
Security	\$ 10,500.00
RV Rental	\$ 1,000.00
Sound & Lights main stage	\$ 29,500.00
Stage-Main	\$ 7,500.00
Stagehands	\$ 12,000.00
Spotlights/Stage Barricades	\$ 800.00
Tents/Tables/Chairs	\$ 13,000.00
Traffic Control	\$ 7,800.00
Volunteer/Staff Golf Shirts	<u>\$ 4,000.00</u>
Total:	\$344,000.00

6. Promoter Line, Inc. to manage budget and obtain services in accordance with the budget that is approved by the Town of Flower Mound.
7. Promoter Line, Inc. will secure all arts, crafts, and food vendors.
8. Promoter Line, Inc. will secure all payments and any insurance required from vendors.
9. Prepare and distribute vendor packets to vendors secured by Promoter Line, Inc., in cooperation with Town.
10. Promoter Line, Inc. will oversee all on site sponsor logistics for sponsors secured by the Town of Flower Mound. Promoter Line, Inc. will not be responsible for securing any sponsors for event.
11. Promoter Line, Inc. will secure all purchase/rental items, delivery, and timing of them. Promoter Line, Inc. will compile a list of Town equipment that will be needed and provided by the Town.
12. Promoter Line, Inc. will hire and oversee production items and staffing on all stages.
13. Promoter Line, Inc. will direct and manage overall staffing and placement of staffing for events.
14. Promoter Line, Inc. will jointly handle with the Town of Flower Mound all marketing, advertising, and promotion.
15. Promoter Line, Inc. will manage and execute overall festival accounting, subject to Town of Flower Mound approval of the final budget. Promoter Line, Inc. will oversee and maintain approved budget. This would include making timely payments to all vendors and contractors.
16. Promoter Line, Inc. will oversee and secure talent for entertainment on all stages.
17. Promoter Line, Inc. will develop, implement, and maintain a schedule timeline in coordination with all Town departments.



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

DATE: December 15, 2025
FROM: Jeremy Brudwick, Grants and Financial Analyst
ITEM: **Consider approval of a resolution authorizing the adoption of the Program Year 2024 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.**

BACKGROUND: This item is to consider approval of a resolution adopting Flower Mound's Program Year 2024 Consolidated Annual Performance & Evaluation Report (CAPER). The CAPER is required under the Town's Community Development Block Grant (CDBG). It describes the Town's progress in carrying out the housing and community development strategies identified in the Program Year 2020-2024 Consolidated Plan, which was submitted to the U. S. Department of Housing and Urban Development (HUD) in August of 2020. In 2002, HUD recognized Flower Mound (the Town) as an Entitlement Community and awarded the Town a Community Development Block Grant (CDBG). Since that time, Flower Mound has received \$5,120,021 in funding under this CDBG (this includes the total through the 2024 Program Year).

Receipt of grant funding is conditioned upon Flower Mound implementing and adhering to the Consolidated Plan, which identifies long-term strategies and annual activities that assist the Town's low- and moderate-income residents. Flower Mound's Program Year 2024 Annual Action Plan was approved by the Town Council on August 5, 2024. During this period, the Council designated available CDBG funds to be used: (1) for planning and administration; (2) for the Residential Rehabilitation Program and (3) to subsidize a call-in transportation service for the Town's elderly and/or those with disabilities. The CAPER describes the ways in which the Town leveraged both federal and non-federal dollars to achieve these goals.

BOARD REVIEW/CITIZEN FEEDBACK: Grant staff held a public hearing on November 13, 2025 to discuss the CAPER. The CAPER was also available for public comment for 15 days. No comments were received.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

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. CAPER 2024 Resolution

2. Proposed Program Year 2024 CAPER
3. Transmittal Letter
4. CPMP worksheet

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Consolidated Annual Performance and Evaluation Report must be adopted by the Town of Flower Mound (the "Town") in order to fulfill the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and Title 24, Part 91.520 of the Code of Federal Regulations; and,

WHEREAS, the Consolidated Annual Performance and Evaluation Report has been made available for public review and comment for a period of fifteen (15) days; and,

WHEREAS, the Town's Community Development Block Grant staff held a public hearing to allow for public comments regarding the Consolidated Annual Performance and Evaluation Report; and,

WHEREAS, the Town Council of the Town has determined that it is in the best interest of the residents of the Town to adopt the Consolidated Annual Performance and Evaluation Report for 2024, and to authorize the Mayor to execute said report on behalf of the Town, in order to comply with the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and Title 24, Part 91.520 of the Code of Federal Regulations.

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

SECTION 1

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

SECTION 2

The Town's Program Year 2024 Consolidated Annual Performance and Evaluation Report is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2024 Consolidated Annual Performance and Evaluation Report on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development prior to December 29, 2025.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 15TH DAY OF DECEMBER, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Planning and Administration	Planning and Administration	CDBG: \$5,000	Other	Other	1	0	0.00%	1	0	0.00%
Preserve Existing Housing Stock	Affordable Housing	CDBG: \$226,840	Homeowner Housing Rehabilitated	Household Housing Unit	15	14	93.00%	3	2	66.67%
Transportation Services	Non-Homeless Special Needs	CDBG: \$40,800	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	202	161.60%	25	60	240.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

Preserve the Town's Existing Housing Stock: Successfully completed two projects to assist low-to moderate-income homeowners with interior and exterior home rehabilitation as part of the Town's Residential Rehabilitation Program.

Town-wide Transportation Service: CDBG funds subsidized 1,871 one-way rides to 60 of the Town's elderly residents who are 65 or older or residents with severe disabilities who are 18 years or older. Town funds subsidized 1,646 one-way rides to 16 of the Town's elderly residents who are 65 or older or residents with severe disabilities who are 18 years or older.

Planning and Administration: Continued to fund the administration costs of the CDBG Program, including contract administration, publication of public notices, office equipment and supplies, planning, monitoring, and all other related expenses.

Assist Social Service and Cultural Arts Providers: Allocated \$249,500 in Town General Funds to 17 agencies and organizations that are actively engaged in the provision of social services and cultural arts in Flower Mound.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	57
Black or African American	8
Asian	11
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	76
Hispanic	2
Not Hispanic	74

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The Town's housing rehabilitation program accounted for about 83 percent of the total CDBG funding allocated to the Town in PY 2024. In PY 2024, two homes were rehabilitated using CDBG funds. Of the two households assisted, both were White and one of which was Hispanic. These are reflected in the count above.

Additionally, the Town's transportation service helped subsidize 1,871 one-way rides to 60 of the Town's elderly residents who are 65 or older and/or residents with severe disabilities who are 18 years or older with CDBG funds. Of these riders, 55 were White (one of which was Hispanic), 11 were Asian and seven were African American. An additional 1,646 rides were subsidized using Town funds.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	272,640	206,466

Table 3 - Resources Made Available

Narrative

In the 2020-2024 Consolidated Plan, the Town of Flower Mound identified the preservation of existing housing stock as a priority. The Town currently offers a Residential Rehabilitation Program to address this need. This program was not limited to a specific geographic area but is only for low-to-moderate income homeowners that live within the Town of Flower Mound city limits. \$226,840 or about 83 percent of the Town's total 2024 CDBG allocation was dedicated to housing rehabilitation projects for low-to-moderate income homeowners.

The Residential Rehabilitation Program is designed to assist low-and moderate-income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program pays for rehabilitation up to \$60,000. As mentioned, in PY 2024, \$272,640 in CDBG funds were allocated for the program, and a total of two homes were completed utilizing those funds.

Additionally, in its 2020-2024 Consolidated Plan, the Town of Flower Mound identified Town-wide transportation as a priority. The Town-wide transportation program provides transportation to locations within the Town of Flower Mound, the City of Lewisville, the City of Denton and the City of Highland Village and is only for Town of Flower Mound residents aged 65 or older and/or residents who are 18 or older with a severe disability. In PY 2024, \$40,800 or about 15 percent of the Town's total 2024 CDBG allocation was dedicated to the Town-wide Transportation Program. The Town contracts with Special Programs for Aging Needs (SPAN) to provide the service and, if needed, supplements the CDBG funds with Town General Funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Town of Flower Mound	100	100	

Table 4 – Identify the geographic distribution and location of investments

Narrative

Because of the limited size of the Town's allocation of CDBG funding, the Town's Community Development Block Grant Executive Advisory Committee decided not to target a certain area or region of the Town to focus its programming efforts. All the activities implemented using CDBG funds are open

to all qualified residents of Flower Mound and are intended to have a town-wide benefit.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The Town of Flower Mound's Financial Services Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, Financial Services utilizes CDBG funds as well as resources allocated by the Town Council. The Town Council makes available over \$200,000 a year in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

No publicly owned land or property was used to address the needs identified in the Town's plan.

There are no match requirements for CDBG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	3	2
Number of Special-Needs households to be provided affordable housing units	0	0
Total	3	2

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	2
Number of households supported through Acquisition of Existing Units	0	0
Total	3	2

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Town of Flower Mound proposed to use 83 percent of its 2024 CDBG allocation to fund the rehabilitation of homes owned and occupied by low-to-moderate income households. It was anticipated that three households would be served through the Town's Residential Rehabilitation Program.

Two households were assisted through the Residential Rehabilitation Program. These two homes are reflected in the count above.

Discuss how these outcomes will impact future annual action plans.

The Town is on track to meet or nearly meet all of the goals established in its 2020-2024 Consolidated Plan. This CAPER summarizes the accomplishments of the fifth year of that plan. The Town will make every effort to stay on track moving forward and does not anticipate any issues in doing so.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	2	0
Total	2	0

Table 7 – Number of Households Served

Narrative Information

Beginning in PY 2020, the Town of Flower Mound decided to focus its housing rehabilitation efforts on its Residential Rehabilitation Program. Previously, the Town's Minor Home Repair Program was instituted to provide an additional outlet for accomplishing the Town's goal of supplying decent, safe, sanitary, and affordable housing; correcting health and safety hazards in deteriorated housing; and expanding the useful life of existing housing units. However, the Town found that the majority of residents seeking assistance with repairs on their homes, needed more than the maximum \$15,000 of assistance provided through the Minor Home Repair Program, especially when faced with rising construction and material costs.

One hundred percent of all CDBG funding for the Town's Residential Rehabilitation Program was dedicated to persons of low-to-moderate income. Two homes were completed in PY 2024. Of the two homes completed, 100% were occupied by moderate-income homeowners. The two homes completed through the Town's Residential Rehabilitation Program are reflected in the count above.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

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

Outreach to persons experiencing homelessness continued to be carried out by the Town's partners, such as Journey to Dream and Christian Community Action (CCA), each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community. Flower Mound continued to allocate a portion of its General Funds to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also went to support Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry and comprehensive case management. In PY 2024, the Town allocated \$249,500 in general funds to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

The Town also continued its involvement with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings, which are attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate. These meetings provide an opportunity for collaboration between the Town of Flower Mound and these organizations that work to assist the homeless and address their needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Town of Flower Mound does not receive Emergency Shelter Grant (ESG) funding. However, the Town continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county, such as emergency shelter and transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections

programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Town of Flower Mound made available \$249,500 in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in, and for, the residents of Flower Mound. Some of these organizations included Journey to Dream, an organization that provides support to a growing population of homeless teens, including life skills training and access to community resources; PediPlace, an organization that provides primary care pediatric health services to children with limited access to care; and Denton County Friends of the Family, an organization that provides supportive services to those impacted by relationship violence and sexual assault.

Additionally, the Town of Flower Mound continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county.

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

The Town continued its support of helping homeless and potentially homeless individuals by allocating General Funds to local social service agencies that are working to address this challenge, such as Journey to Dream. The Town also continued its participation in the Denton County Homeless Coalition, which brings together those fighting to end homelessness in Denton County, such as local service providers, churches, and governments.

The Town of Flower Mound also supplements the work of various Town-funded social service agencies to end chronic homelessness by promoting the preservation and maintenance of existing homes through its Residential Rehabilitation Program.

The Town continues to carry out these programs and support these various organizations and agencies in order to address this challenge in a coordinated and proactive manner that reduces duplication of effort as much as possible.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

This section is not applicable, as the Town of Flower Mound does not have a public housing authority. The Town also does not receive or administer funds for assisted housing. There are no plans for public housing in Flower Mound at this time. However, surrounding communities do administer assisted housing programs to residents of Flower Mound, such as the Denton Housing Authority, which currently provides assistance to a number of families in Flower Mound.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

N/A

Actions taken to provide assistance to troubled PHAs

N/A

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During the 2024 Program Year, the Town's SMARTGrowth Commission and Planning and Zoning Commission continued their periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, schools, and services. Examples of these efforts include:

- The Planning and Zoning Commission met regularly throughout the year. The members used Flower Mound's SMARTGrowth criteria to ensure growth does not occur at the expense of environmental quality, community character, or quality of life of the Town's residents. Commission members followed residential density criterion and the Town's Master Plan when reviewing residential development requests, which allowed for a wide range of housing opportunities.
- The SMARTGrowth Commission also met during the year, which provided an opportunity for members to discuss any potential issues with the SMARTGrowth criteria.

Additionally, The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, will bring any potential impediments to the attention of management and the Town Council. Examples of these efforts include:

- The Town's Planning Services Division is represented on the Town's Fair Housing Committee. This Division reviews, administers and enforces Town codes and regulations pertaining to the development of commercial and residential property through the planning and zoning process. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.
- The Town's Building and Inspections Division is represented on the Fair Housing Committee. This Division reviews building codes and enforces building, electrical, plumbing and mechanical code regulations within Flower Mound. Permits are required before performing any new construction or addition, alteration or repair of existing buildings, structures, plumbing, electrical or mechanical work. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.
- The Development Services Department is represented on the Fair Housing Committee. This Department reviews impact fees and provides planning, design review, implementation, quality control and maintenance for the Town's infrastructure system and improvement projects. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. However, the Town did allocate more than \$220,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing, and emergency housing assistance.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

During the 2024 Program Year, the Town of Flower Mound continued to demonstrate its commitment to the eradication of lead-based paint hazards in the community.

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

Based on the Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department continued to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website.

The Town currently sponsors the Residential Rehabilitation Program that is carried out through the Community Development Block Grant Program. For this program, occupants of units constructed prior to 1978 receive proper notification of Lead-Based Paint (LBP) hazards and all projects are subject to the implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

During the 2024 Program Year, none of the homes rehabilitated had a construction date prior to 1978.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Town of Flower Mound's actions to help reduce the number of poverty-level families during the 2024 Program Year included economic development activities, tax exemptions for the disabled and senior citizens, leveraging resources and serving as a referral source:

- Economic Development: 4.0% of Flower Mound families live below the poverty level (compared to 6.1% in Denton County, 13.7% in Texas and 11.1% in the United States), according to the

Census Bureau's QuickFacts information. Additionally, the Town's unemployment rate of 2.3% is lower than Denton County's rate of 2.8%, lower than the State's rate of 3.3%, and the Nation's rate of 3.3%, according to the most recently available American Community Survey 2023 5-Year Estimates. Flower Mound's lower rate can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it is important to note that within Town limits, only 28% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 72% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the 2024 Program Year, Town staff continued their efforts, with the help of the local Chamber of Commerce, to provide business and retention development programs with incentives for economic development. As a result, in PY 2024, 18 new commercial permits were issued.

- **Tax Exemptions:** In Program Year 2024, the Town maintained the exempted amount of the appraised value of residence homesteads for those with disabilities and individuals 65 years of age or older at \$150,000. Additionally, the Town recently approved a 12.5% homestead exemption for all Flower Mound homeowners that will take effect on their 2024 property tax bill.
- **Leveraging Resources:** Town staff continued to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services through outlets such as the Denton County Homeless Coalition.
- **Referral Source:** To help ensure that residents needing services are aware of available local providers, Town staff maintained established links to service providers on the Town website. In addition, the Town continued to post information about available job training, job search and financial management workshop opportunities on the Town's website, at the Town library and on the Town's cable television station.

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

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Town continued to promote and emphasize the need for greater coordination between all social service agencies active in the Flower Mound area to minimize duplication of efforts. This was carried out through outlets such as the Denton County Homeless Coalition meetings. Efforts to enhance coordination between local agencies, both public and private, will ensure that the information available is comprehensive, needs are being properly addressed and resources are being maximized.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town of Flower Mound continued to share information and leverage funds with area public and private housing, health, and social service agencies. This helps ensure that access to needed services is available. This was accomplished through the meetings of the Denton County Homeless Coalition, an organization that includes a network of public and private housing, health, and social service representatives throughout Denton County.

The Town continues to make staff available as a referral source for families with low-to-moderate incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town continued to maintain the links to housing rights, access groups and other service providers on the Flower Mound website.

Finally, the Town continued its participation in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Town of Flower Mound continues to demonstrate its commitment to overcoming the effects of impediments to fair housing choice. This position was solidified in 2012 when the Town passed a Fair Housing Ordinance, which declared the Town's commitment to ensure fair housing opportunities for all citizens, regardless of race, color, religion, handicap, sex, familial status, or national origin. This ordinance was unanimously approved by the Town Council.

During the 2024 Program Year, The Fair Housing Committee conducted its annual review of the Town's Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis. However, the Fair Housing Committee discussed a few items that the Town should do to ensure that unanticipated barriers do not develop in the future. These items and the efforts the Town took to address them in the 2024 Program Year are listed below.

- The SMARTGrowth Commission continued its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, commits to bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Department continued to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. As a result, in PY 2024, 18 new commercial permits were issued.
- The Financial Services Department continued to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level. This was done through the outlet of the Denton County Homeless Coalition, where the

Town's Grants and Budget Analyst serves as the Town's representative. The Town also provided General Fund financial assistance to organizations that provide services to Flower Mound residents during the year. One such organization, Christian Community Action, provides financial and non-financial resources to residents of Flower Mound through its family assistance services, back-to-school program, Christmas program and food pantry.

- The Library Services Department continued to ensure that residents with poverty-level incomes are made aware of job training, financial management and job search workshop opportunities at the Town of Flower Mound Library.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town of Flower Mound continually monitors programs and projects to ensure compliance with all applicable laws and regulations.

Financial Services staff administers financial monitoring for all projects, programs and activities funded by CDBG. They ensure that all drawdowns are made after all ledgers and records have been reconciled and approved. Additionally, the financial operations and expenditures of the Town are audited on an annual basis by an independent accounting firm.

To ensure compliance with grant requirements, effectiveness in solving neighborhood and community problems, as well as adherence to the goals laid out in the Town's five-year Consolidated Plan and 2024 Annual Action Plan, Town staff conducted monitoring of all operational projects identified in the Annual Plan. Technical assistance is provided on a continuing basis.

During the 2024 Program Year, no problems or issues were identified in either of the Town's CDBG projects that needed to be corrected during the review.

Additionally, under the Town's Residential Rehabilitation Program, Town staff administers and continuously monitors all projects implemented under this program. Projects requested by residents are thoroughly evaluated for adherence to the program guidelines, including income eligibility. An environmental compliance checklist is completed for each project and the potential repairs are assessed for eligibility during an on-site evaluation by staff.

As a result of this careful management and monitoring, Flower Mound's CDBG-funded programs continue to have a positive effect on solving neighborhood and community problems, especially in regard to reducing the potential for homelessness. While progress is slow due to a lack of available funding, our community is meeting priority needs and specific objectives that will help to make Flower Mound's vision of the future a reality. By collaborating and leveraging funds, we were able to provide opportunities for our low-and moderate-income residents to have access to decent housing, a suitable living environment, and expanded economic opportunity.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Town's Citizen Participation Plan requires the Town to post public notices for performance reports in the newspaper and on the Town website to ensure that interested groups, agencies, organizations, and individuals have an opportunity to provide comments regarding Flower Mound's use of federal grant funds under the Community Development Block Program. These requirements were designed especially to encourage participation by low- and moderate-income residents.

During the fifteen-day comment period, a copy of the report is posted on the Town website, www.flowermound.gov, at Town Hall, located at 2121 Cross Timbers Road, and at the Flower Mound Library, located at 3030 Broadmoor Lane. Additionally, on November 13, 2025, a public hearing will be held at Flower Mound's Town Hall in the Council Chambers. This meeting place is easily accessible to all Town residents, including those with disabilities. All meeting notices and the Town website noted that translation services are available upon request and persons with disabilities would also be accommodated upon request. Public notices announcing the hearing were issued at least 10 days prior to the hearing date. Information about the public hearing was published in the Denton Record-Chronicle, displayed at Town Hall in an area easily visible to all who entered the building, and posted on the Town website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to the Town of Flower Mound's regular program objectives. The Town of Flower Mound worked toward all the goals established in its 2020-2024 Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to the Town of Flower Mound's regular program objectives. The Town of Flower Mound worked toward all the goals established in its 2020-2024 Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

N/A



December 15, 2025

Ms. Leticia Ibarra
Director of Community Planning & Development
U. S. Department of Housing and Urban Development
Fort Worth Regional Office, Region VI
307 W. 7th Street, Suite 1000
Fort Worth, TX 76102

Dear Ms. Ibarra:

We are pleased to submit the Consolidated Annual Performance and Evaluation Report for the Town of Flower Mound for the period of October 1, 2024 through September 30, 2025. This report was approved by our Town Council on December 15, 2025 and describes our jurisdiction's progress in carrying out the housing and community development strategies identified in our Program Year 2020-2024 Consolidated Plan. During the year, our community leveraged both federal and non-federal dollars to offer a number of services which both directly and indirectly benefited Flower Mound's low and moderate-income citizens. This included providing housing rehabilitation for low-to moderate-income residents and subsidizing call-in transportation service for the Town's elderly and those with severe disabilities.

If you have any questions or need additional information, please do not hesitate to contact Jeremy Brudwick, Grants and Budget Analyst, at (972) 874-6040 or Jeremy.Brudwick@flowermound.gov.

Sincerely,

Cheryl Moore
Mayor



Consolidated Planning

Welcome to the **Consolidated Plan Management Process (CPMP)**. The U.S. Department of Housing and Urban Development (HUD) has created this tool to assist formula grantees in meeting the requirements of a Consolidated Plan (Conplan) (the first year Strategic Plan, up to five Annual Action Plans (AAP), and up to five Consolidated Annual Performance and Evaluation Reports (CAPER)). This tool is not compulsory. Grantees may use any tool to generate a Conplan, Annual Action Plan or CAPER. However, fully completing this tool will ensure that the minimum regulatory and statutory requirements have been met. Additionally, using the CPMP allows grantees to submit mostly "paperless" Consolidated Plans, Action Plans and CAPERs.

Follow these steps, to use the CPMP...

[Step 1: Initialize CPMP Tool](#)

[Step 2: Create Your Strategic Plan](#)

[Step 3: Create Your Action Plan](#)

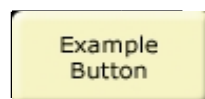
[Step 4: Create Your CAPER](#)

[Step 5: Repeat Steps 3 and 4 for each Subsequent Program Year](#)



Navigation: **Links** and **Buttons** have been created to help you navigate the CPMP. When you are taken to another worksheet or document, you may also click the **Back Arrow button** on your toolbar to return to the document you came from.

[Clickable
Links](#)



Clickable Links. Blue underlined text indicates a link. You may be taken to another place in the document, or another document completely.

Custom Buttons also indicate links to another place in the document, or another document completely.

Microsoft Back Button. You need to have your "Web" toolbar displayed in order to see the Back button.

CPMP Help: There is an extensive **CPMP User Manual** on the web. Links to this and other sources of information are included in the CPMP

[CPMP User Manual](#)



Mouse over or click on this cell when you see it to find help.

Go to
Step 1

Back to
Top

Step 1: Initialize the CPMP Tool

Step 1 Tasks

- 1. Create the Consolidated Plan Cover**
- 2. Complete the Grantee Information form**



1. Create the Consolidated Plan Cover. Complete the Consolidated Plan Cover page information on the Conplan Cover Worksheet in this workbook.

Conplan
Cover

2. Complete the Grantee Information. Complete the Grantee Information Worksheet in this workbook.

Grantee
Information

Go to
Step 2

Back to
Top

Step 2: Create Your Strategic Plan

Step 2 Tasks

1. Create the Strategic Plan document.
2. Complete the Needs Worksheets.
3. Complete the Specific Objectives Worksheet



1. Create the Strategic Plan Document. Click on the narratives link that corresponds to the category for the Strategic Plan. You will be forwarded directly to the relevant questions in the Strategic Plan document.

CATEGORY	3-5 Year Strategic Plan	
	Go to Narratives	
HOUSING	Housing Market Analysis	Priority Housing Needs Worksheet
HOMELESS	Homeless Needs Worksheet	
COMMUNITY DEVELOPMENT	Community Development Worksheet	
NON-HOMELESS SPECIAL NEEDS	Non-homeless Needs Worksheet	

2. Complete the Needs Worksheets.

Complete the information in the Needs Workbook for the Strategic Plan. Click on the appropriate buttons below to open the indicated Worksheet:

3. Complete the Specific Objectives Worksheet Complete the information in the Specific Objectives Workbook for the Strategic Plan. Click on the button to open the indicated Worksheet:

**Specific
Objective**

Go to
Step 3

Back to
Top

Step 3: Create Your Action Plan

Step 3 Tasks

1. Create the Action Plan document.
2. Update the Needs Worksheets.
3. Update the Specific Objectives Worksheet.
4. Update the Affordable Housing Goals Worksheet.
5. Create your Projects.
6. Create your Certification Documents.
7. Submit the CPMP to HUD.



1. Create the Action Plan Document. Click on the narratives link that corresponds to the category and year for the Action Plan you are working on. You will be forwarded directly to the relevant questions in the specific Action Plan document.

Category	Year 1 Action Plan	Year 2 Action Plan	Year 3 Action Plan	Year 4 Action Plan	Year 5 Action Plan
SF 424	Go to 424	Go to 424	Go to 424	Go to 424	Go to 424
NARRATIVES	Go to Narratives	Go to Narratives	Go to Narratives	Go to Narratives	Go to Narratives
HOUSING	Priority Housing Needs Worksheet				
HOMELESS	Homeless Needs Worksheet				
COMMUNITY DEVELOPMENT	Community Development Worksheet				
NON-HOMELESS SPECIAL NEEDS	HOPWA Worksheet		Non-homeless Needs Worksheet		

2. Update the Needs Worksheets. Complete the information in the Needs Workbook for each year's Action Plan. Click on the appropriate buttons below to open the indicated Worksheet:

3. Complete the Specific Objectives Worksheet Complete the information in the Specific Objectives Workbook for the Strategic Plan. Click on the button to open the indicated Worksheet:

Specific
Objective

4. Update the Affordable Housing Goals Worksheet Complete the information in the Affordable Housing Workbook for the Action Plan. Click on the button to open the indicated Worksheet:

Completion
Goals

5. Create your projects. Use the Projects Workbook to add your Project information to the Action Plan (formerly Table 3: Listing of Proposed Projects).

[Projects Workbook](#)[Section 108 Report Worksheet](#)

6. Create your Certification Documents. Use the appropriate document for your certification.

[Non-State Certifications](#)[State Certifications](#)

7. Submit the CPMP to HUD. Action Plans are due no less than 45 days prior to the start of the grantee's program year. HUD does not accept plans between August 15 and November 15.

>>Submit via eMail: A special HUD mailbox has been created to accept attachments up to 2 megabytes. If you are including large size files like graphical maps, then you may need to submit multiple eMails to send the entire tool.

[Send eMail](#)

>>Submit via Delivery: You may create a CD containing all of the updated files of the tool if you have access to a CD writer. You can send the CD in to your Field Office.

REMEMBER! The SF 424 and Certifications must still be submitted in hard copy with original signatures.

[Go to Step 4](#)[Back to Top](#)

Step 4: Create Your CAPER

Step 4 Tasks

1. Create the CAPER document.
2. Update the Needs Worksheets.
3. Update the Specific Objectives Worksheet
4. Update your Projects.
5. Submit the CPMP to HUD.



1. Create the CAPER Document. Click on the narratives link that corresponds to the category and program year for the CAPER you are working on. You will be forwarded directly to the relevant questions in the appropriate CAPER document.

Category	Year 1 CAPER	Year 2 CAPER	Year 3 CAPER	Year 4 CAPER	Year 5 CAPER
NARRATIVES	Go to Narratives	Go to Narratives	Go to Narratives	Go to Narratives	Go to Narratives
HOUSING	Priority Housing Needs Worksheet				
HOMELESS	Homeless Needs Worksheet				
COMMUNITY DEVELOPMENT	Community Development Worksheet				
NON-HOMELESS SPECIAL NEEDS	HOPWA Worksheet		Non-homeless Needs Worksheet		

2. Update the Needs Worksheets.

Complete the information in the Needs Workbook for each year's Action Plan. Click on the appropriate buttons below to open the indicated Worksheet:

3. Complete the Specific Objectives Worksheet Complete the information in the Specific Objectives Workbook for the Strategic Plan. Click on the button to open the indicated Worksheet:

**Specific
Objective**

4. Report on your projects. Use the Projects Workbook to report on your Project information.

Projects
Workbook

Section 108
Report
Worksheet

5. Submit the CPMP to HUD. CAPERs are due no less than 90 days after the end of the grantee's program year. HUD does not accept CAPERs between August 15 and November 15.

>>**Submit via eMail:** A special HUD mailbox has been created to accept attachments up to 2 megabytes. If you are including large size files like graphical maps, then you may need to submit multiple eMails to send the entire tool.

Send
eMail

>>**Submit via Delivery:** You may create a CD containing all of the updated files of the tool if you have access to a CD writer. You can send the CD in to your Field Office.

REMEMBER! The SF 424 and Certifications must still be submitted in hardcopy with original signatures.



Go to
Step 5

Back to
Top

Step 5: Repeat Steps 3 and 4 for Each Subsequent Program Year

Step 5 Tasks

1. **Create the next Action Plan.**
2. **Create the next CAPER.**

2

1. Create the next Action Plan. Use the appropriate links to complete the narrative information for the next project year's Action Plan.

[Go to Step 3](#)

2. Create the next CAPER. See the appropriate links to complete the narrative information for the next program year's CAPER.

[Go to Step 4](#)[Back to Top](#)



to





to















Jurisdiction

Texas

Consolidated Plan

Strategic Plan for Years

2010

to

2010

?

Annual Action Plan and

Consolidated Annual Performance and Evaluation Report

Presented to the U.S. Department of Housing and Urban Development

Fort Worth

Field Office of Community Planning and Development

Strategic Plan Submission Date

10/1/2010

Amendments:

		MM/DD/YY	Name: Town of Flower Mound
		MM/DD/YY	Name:
		MM/DD/YY	Name:
		MM/DD/YY	Name:
		MM/DD/YY	Name:

* If Necessary

Jurisdiction



Consolidated Plan Management Process

CPMP Version 2.0

Grantee Information

Town of Flower Mound			UOG:	TX481824 FLOWER MOUND
Street Address: 2121 Cross Timbers Road			Organizational DUNS 02-794-1160	
Street Address Line 2			Organizational Unit: Grant Services	
City: Flower Mound			Department: Accounting & Budget	
Texas	ZIP 75028	Country U.S.A.	Division: Financial Services	
County: Denton			Program Year Start Date (10/01/2024)	
Employer Identification Number (EIN): 75-1366210				
Applicant Type:		Local Government: Township v	Specify Other Type	
Person to be contacted regarding this application:				
First Name: Jeremy		Middle Initial:	Last Name: Brudwick	
Title: Grants and Budget Analyst		Phone: 972-874-6040	Fax: 972-874-6460	
Jeremy.Brudwick@flowermound.gov		Grantee Website: www.flowermound.gov	Other Contact: Meg Jakubowski	
"To the best of my knowledge and belief, all data in this application are true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant will comply with the assurances if the assistance is awarded."				
Name:	Cheryl Moore		Date:	12/1
Title:	Mayor		(MM/DD/YY)	

CPMP Main
Worksheet

[illegible]

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

DATE: December 15, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of utilizing a utility service contract with Rey-Mar Construction LLC. for the repair and replacement of fire hydrants, in the amount of \$200,000; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Fire Department and Public Works staff have identified several fire hydrants at various locations within the Town that are out of service. Many of these fire hydrants can't be repaired due to obsolete parts. This contract will assist utility line maintenance crews in replacing or repairing fire hydrants that are out of service or need maintenance. A similar contract was awarded on March 17, 2025 for hydrant replacement services and was fully utilized in FY25.

The Town has an interlocal contract with the Town of Addison for Water and Sewer Line Services. The contractor for this contract is Rey-Mar Construction, LLC. Rey-Mar Construction has performed past utility repair projects for the Town, including fire hydrant replacement services. Most recently, an emergency repair of a pressure sanitary sewer line. They have an excellent history with the Town on past projects. This contract is for the repair and replacement of various fire hydrants, including site restoration within the Town. The repair and replacement of fire hydrants are per Town Standards and Specifications.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: A decision not to approve may hinder fire protection.

FISCAL IMPACT: \$200,000.00

Proposed Expenditure/(Revenue)
\$200,000.00

Account Number(s):
630-960-96004-6170

LEGAL REVIEW: N/A

ATTACHMENTS:

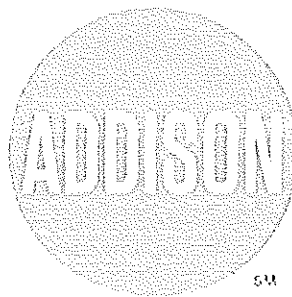
1. Town of Addison Contract Doc
2. Town of Addison Bid No. 22-42 - Extension thru 07-01-2026

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

Solicitation 22-42

On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services

Bid Designation: Public



Town of Addison

Bid 22-42
On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services

Bid Number	22-42
Bid Title	On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services
Bid Start Date	Dec 10, 2021 2:43:23 PM CST
Bid End Date	Jan 13, 2022 2:00:00 PM CST
Question & Answer End Date	Jan 10, 2022 8:00:00 AM CST
Bid Contact	Will Newcomer Purchasing Manager
Bid Contact	Diana Munoz Purchasing Specialist

Description

*NO FAX OR EMAIL SUBMITTALS ACCEPTED

*THIS IS AN AS-NEEDED, WHEN-NEEDED CONTRACT AND NOT A GUARANTEE OF WORK.

*THE TOWN MAY USE SOME, NONE, OR ALL OF THE SERVICES LISTED IN THIS SOLICITATION.



BIDDING DOCUMENTS
FOR
ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT,
AND/OR REHABILITATION SERVICES
ANNUAL CONTRACT

TOWN OF ADDISON, TEXAS
BID NUMBER 22-42

I. Advertisement
Town of Addison
ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT,
AND/OR REHABILITATION SERVICES
RFP NO. 22-42

The Town of Addison, Texas requests competitive sealed proposals from qualified contractors, vendors or firms to provide **ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES – Annual Contract** within the town limits. Sealed Proposals will be accepted until 2:00 p.m., DATE at the Finance Building, 5350 Belt Line Rd., Dallas, Texas 75254 – Attention Purchasing Department, at which time offerors' names will be publicly read aloud. Late proposals will not be considered. The associated documents and other information are available on www.bidsync.com. The Town of Addison reserves the right to waive any formalities, to reject any and all proposals, and to select the proposal deemed most advantageous to the Town of Addison.

This Request for Proposals (RFP) is a complete sealed proposal method in accordance with the Texas Government Code Chapter 2269, Subchapter D.

Contractors should identify their proposal on the outside of the envelope by writing the words **"22-42 ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES."**

PAPER PROPOSALS SHALL BE REQUIRED. One (1) paper original hard copy signed by someone with signing authority for the contractor and one (1) electronic copy (USB preferred) should be submitted.

In lieu of a bid bond, proposals shall be accompanied by a completed Bonding Requirements Affidavit to show responding entities are bondable. The Bonding Affidavit shall be from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.

Some work/jobs may exceed \$50k and therefore the awarded contractor(s) must be able to provide the appropriate bonds at that time.

Related documents may be downloaded from www.bidsync.com. The Town of Addison is a "free buyer", meaning that prospective offerors need only a free registration to sign up for plan updates. Offerors assume all risk for acquiring specs and/or plans from third party sites and plan rooms, as only www.bidsync.com will be directly updated by the Town Addison.

The right is reserved by the Mayor and the City Council as the interests of the Town may reject any or all proposals and to waive any formality in proposals received and to

select the proposal deemed most advantageous to the Town.

The Offeror (Proposer) must supply all the information required by the Proposal Form.

Throughout the term of this contract, the Town and awarded contractor will work together and identify when bonds are necessary and must provide to the Town (Performance Bond, Labor and Material Payment Bond, and Maintenance Bond). Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.

The Offeror (Proposer) must supply all the information required by the Offeror Qualification Statement.

For information on the proposal or work to be performed, please submit all questions on www.bidsync.com. All questions must be received by 8:00am on January 10, 2022.

II. Introduction

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Town of Addison Public Works Department is requesting sealed proposals from qualified contractors, vendors, or firms for on call water and sewer line leak repairs, replacement and/or rehabilitation services.

B. SCOPE OF WORK / GENERAL CONDITIONS

Town of Addison, Texas is experiencing a backup with leak repairs on their water and sanitary sewer lines, services, and appurtenances and are looking for a qualified firm to assist with these repairs on an as needed basis. The contract period will be effective for three (3) years from the date of award. The contract shall contain and option to extend the term of the agreement for three (3) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties will be for one (1) additional year. Prices shall remain firm for one year and contractor will be granted a mutually agreed to annual price increase on bid items for the subsequent years. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

1. The Town is expected to award a primary contract and has the option to award a secondary contract if warranted to two separate firms.
2. Contractor shall be willing to enter into liability release agreements with the Town of Addison, Texas.
3. Contractor's performed services under this contract shall comply with all insurance requirements per Town of Addison and accepted prior to contract signatures.
4. The Contractor fully agrees to work in conjunction with the Town of Addison Public Works Department to correct any deficiencies in the repair or replacement of items initially identified.
5. The town owns several hundred miles of water and sanitary sewer lines. The infrastructure ranges in size from 42-inch diameter mains to ¾ inch service lines. The list of pipeline materials includes copper (CU), ductile iron (DI), cast iron (CI), reinforced concrete cylinder pipe (RCCP), pre-stressed concrete cylinder pipe (PCCP), Steel, and poly-vinyl chloride pipe (PVC).
6. The types of service that this contract could include but is not limited to is the following.
 - a. Point Repairs
 - b. Direct Replacement
 - c. Valve/hydrant replacement

- d. Manhole/wet well
 - e. Repair of damage structures
 - i. Concrete Street/Curb
 - ii. Landscape/irrigation
 - iii. ADA ramps
7. To be considered for selection, the company shall be qualified and capable of delivering any of the services identified above. If sub-contractors are to be used for any portion of the work, the sub-contractor shall be identified, and pertinent information related to their aspect of the team should be provided.
8. The contractor shall furnish and install all necessary temporary works for the protection of the contracted work, including lights at night, barricades, and warning signs.
9. Contractor is responsible for determining the exact location of all underground utilities and notifying DIG-TESS prior to any excavation work.
10. The selected Company / companies will be contacted whenever the Town has a need for repairs to an existing water or sewer line or any associated appurtenances. Scope of work and other related details will be provided at the time of any request. The companies will then have 3 (three) calendar days to begin the repair. Prior to the third day and after the initial request the contractor will schedule a time to meet with Town representatives on site to determine scope of work, bid items to be utilized and construction schedule.
11. There may be times when a project's urgency may require the Town to request responses within a shorter timeframe, which will be conveyed at the time of the request.
12. If the Town repeatedly encounters quality issues or slow work from a selected company that are not resolved to the Town's satisfaction, the Town may discontinue requesting work from that company.
13. Once the contract is awarded the Town reserves the right to request a repair be made based on Time and Materials if the repair does not match any bid items related to this document. Labor rates and material cost will be agreed to prior to commencing of work. The contractor is allowed a percent mark up on this type of work and is set per the bid item labeled "Percent mark up on Time and Materials cost."

III. INSTRUCTION TO BIDDERS

1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Town of Addison until time specified in the Invitation to Bid. Bids must be received by the specified time to be considered. Bids cannot be submitted after this closing time. No changes may be made to bids after closing.
- 1.2 Bid responses SHALL be submitted in hard copy to the Finance Department address above. One (1) paper original hard copy signed by someone with signing authority for the contractor and one (1) electronic copy (USB preferred) should be submitted.
- 1.3 Bidders are responsible for submitting responses in a timely manner.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the www.bidsync.com system. All addenda are issued through BidSync and acknowledgement must be returned with your bid.

3.0 TAXES

- 3.1 All bids are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

- 4.1 Before submitting a bid, each bidder must thoroughly examine the contract documents to ensure that the services you are proposing meet the intent of these specifications.
- 4.2 The Town of Addison is not responsible for incomplete bid packets.

5.0 BIDDING

- 5.1 Bidders are instructed to consider the following factors in preparation of your bid:
- a. Exceptions to any specifications, or part thereof, must be clearly stated and included with your response.
 - b. Bidders are instructed to include all necessary charges related to this solicitation.

6.0 AWARD OF CONTRACT

- 6.1 The Town of Addison reserves the right to accept or reject any bid without compensation to bidders and to waive irregularities and informalities. The Town of Addison will select the bidder(s) with the best overall value for the Town. The evaluation committee will open, read, and evaluate the submittals with each representative providing scores.

The selected best overall value will be based on the following criteria and associated value of each:

- Three (3) references for the contractors, vendors, or firms (30 points maximum) – Include with your submittal references for three (3) other clients in which you have provided similar services in the past 5 years. Include the name and contact information for the clients representative and describe the number and type of line repairs completed. (See bid form)
 - Price – lowest price receives maximum points (40 points maximum) – Each bid item will be evaluated, and value paid to the contractor based on theoretical quantities set by the evaluation team prior to receiving bids. The overall cumulative costs will be based on the total of the bid items. It is the intent of the Town to be billed monthly for services rendered. Any services provided outside of the scope must first be preapproved by Town staff. (See bid form)
 - Response Time/Restoration Time (30 points maximum) – provide the time it will take to gather resources and mobilize to site once notification has been received from the Town of Addison for repair work. Indicate the amount of time you will take on a standard repair item from the time the crews enter the site until it is fully restored. (See bid form)
- 6.2 Award will be based upon an analysis and scoring of criteria detailed above.
- 6.3 The anticipated start date is February-March 2022.

7.0 CERTIFICATES OF INSURANCE AND INDEMNIFICATION REQUIRED

- 7.1 Insurance and indemnification requirements are attached as a separate document and must be submitted with response. Submission of response confirms all requirements will be met within the time frame necessary.

8.0 RESOLUTION OF DISPUTES

- 8.1 Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

9.0 NON-DISCRIMINATION POLICY

- 9.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town.

The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

10.0 GENERAL CONDITIONS

- 10.1 Contractor will be subject to penalties if work is not completed by agreed upon time. The penalty amount will be based on the total construction price as laid out in the North Central Texas Council of Governments – Public Works Construction Standards (fifth edition) – section 108.8 Delays; Extension of Time; Liquidated Damages.
- 10.2 Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative of the Town will discuss procedures for the work to be completed.

- 10.3 The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- 10.4 The contractor will provide, for Town approval, the names of material vendors and a copy of mix designs for concrete and HMAC.
- 10.5 The contractor shall designate a full-time Project Manager who shall be the one responsible for receiving the call when repairs are required. The Town's representative will communicate only with the Project Manager when services are required. The contractor may replace the designated project manager after notification to the Town.
- 10.6 The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- 10.7 The Town may request replacement of designated project manager after written notification to contractor.
- 10.8 The contractor is required to have a list of all subcontractors used submitted to the Town.
- 10.9 Normal work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays or Sundays without a written request to, and approval from the Town at least forty-eight (48) hours in advance. No work will be allowed on Sundays, during Addison special event, or holidays (listed below).
- New Year's Day
 - Memorial Day
 - July Third and Fourth
 - Labor Day
 - Thanksgiving Day and Day after Thanksgiving
 - Christmas Eve and Day
 - Martin Luther King Day
 - Taste of Addison
 - Addison Kaboom Town
 - Addison Oktoberfest
- 10.10 During emergency situations working hours will be suspended by the Town and contractor notified of such approval.
- 10.11 The contractor hereby agrees to commence work on non-emergency repairs within three (3) working days of notice being given and complete the work on each group of repairs within the agreed upon time frame.
- 10.12 The Town of Addison Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (as adopted by the Town of Addison), shall govern all work performed in the Town of Addison. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both,

at the contractor's expense. All invoices are to be submitted to the Town of Addison, 16801 Westgrove Drive, Addison, Texas 75001 or pweinvoices@addisontx.gov. The Town of Addison shall make payment within 30 days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall have the description of work done, be itemized according to the awarded unit cost. Unit cost shall not change for the initial first year.

- 10.13 The Town may wish to change the scope of this contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums, agreed unit prices or time and materials with a markup. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.

No Change Order shall be made without a written order from the Town of Addison, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this agreement, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.

- 10.14 No Waiver - One or more waivers to any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.
- 10.15 Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful vendor and Addison. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.
- 10.16 Vendor shall familiarize themselves with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and

regulations that in any manner may affect cost, progress or performance of the Work.

- 10.17 The vendor agrees that they will retain personal control and will give their personal attention to the fulfillment of this contract and that they will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Town of Addison, and that no part or feature of the work will be sublet to anyone objectionable to the Owner. The vendor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the vendor from their full obligations to the Owner.
- 10.18 Town of Addison and vendor each binds themselves, their partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.19 The Contractor agrees to pay not less than the minimum wage rates established by law.
- 10.20 Interlocal Agreement: It is desirable for the successful bidder to agree to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 and 271 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful supplier may be asked to provide products/services based upon the bid price, to any other participant.
- 10.21 Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 10.22 Prior or pending litigation or lawsuits: Each supplier must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable.

11.0 TERMINATION OF AGREEMENT

- 11.1 BY TOWN: Failure to perform the work in accordance to the specifications shall constitute a material default. The Town of Addison, at

its sole option, shall have the right to terminate the contract without further cause.

- a. Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained, or,
- b. If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of this Agreement, the Town shall so inform the Contractor by telephone, noting all areas of dissatisfaction. The Contractor shall start the process of correcting the deficiencies by noon of the following day communicating the date of completion. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
 1. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting 200% of the "out of pocket expense" from the Contractor's monthly invoice; and/or,
 2. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.
 3. The Town of Addison reserves the right to cancel this agreement, without cause with 10 days written notice.
 4. The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

11.2 BY CONTRACTOR

- a. Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to the Purchasing Manager of the Town of Addison.
- b. The Town shall deduct any out-of-pocket costs, associated with re-bidding this contract, from money owed the Contractor. Also, any cost of services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

12.0 Warranty

- 12.1 All work performed under this contract for the Town and Addison shall be warranted for a period of two (2) years. If within (2) years after

acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of notice from the Town.

- 12.2 Some work may require bonds. The Town will work with the awarded contractor to identify these circumstances.

IV. General Construction Specifications

Town of Addison

A. Traffic Control

- a. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.
- b. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper-level management through field personnel, has received training appropriate to the job decision each individual is required to make concerning traffic control. All traffic control devices shall be used in accordance with the guidelines in the latest revision of the TMUTCD.
- c. All barricades, plastic drums, channelizers, cones, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.
- d. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed-Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the closed area.
- e. Interruption with the flow of traffic on major arterials is only permitted between 9:00A and 3:30P under normal conditions. Work times outside of this window must be approved by the Town.
- f. Stop/Slow paddles will be used in all flagging operations.
- g. Flagging personnel must meet the qualifications as stated in the TMUTCD.

- h. No streets shall be closed to traffic without written approval from the Town.
- i. All construction signing shall be reflective and "like new" in appearance. The Town may require that signs be replaced which do not meet these requirements.
- j. "Construction Ahead" and "End of Construction" signs are required to be installed prior to the start of construction.
- k. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-workdays as well.
- l. Construction signing shall not be removed from the work zone until approved by the Town.

B. Temporary Construction Water Meter

All water required for the project will be at the CONTRACTOR'S expense. The CONTRACTOR shall obtain a temporary water meter (deposit reimbursed when the meter is returned) from the OWNER and meter all water used for the project.

The contractor shall contact the Finance Department, for construction loan meter application and contractor shall make required deposit. A service request will be sent to the Town of Addison Service Center located at 16801 Westgrove Drive for the temporary water meter. Service Requests for water meters take 24 hours to process. Contractor is responsible for paying temporary meter deposit and all water usage required for this project. Deposit will be reimbursed once the meter is returned.

C. Paving/Drainage/Sidewalk/Landscaping/Barrier Free Ramps

1. Any repairs needed to the surrounding area caused by leak repairs shall be in accordance with Town Standard Construction Details that is found on the website below.

<https://addisontexas.net/ckeditorfiles/files/Infrastructure-Engineering-Standard-Construction-Details-Paving.pdf>

2. Asphalt mix designs shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 302 "Asphalt Pavement"
3. All storm drainage installation shall follow Town of Addison Standard Construction Details for "Storm Drainage" that is found on the website below.

<https://addisontexas.net/ckeditorfiles/files/Infrastructure-Engineering-Standard-Construction-Details-Storm-Drainage.pdf>

4. All barrier free ramps consist of curb cuts, ramps, return curbs, landings, flares, and saw cuts. The pay item will be by each, to include all items considered part of the ramp, as defined in the above statement. Sidewalk transition will be paid as sidewalk repair. The Town of Addison shall decide the layout of the ramp components for each ramp location. The contractor will be responsible for ensuring ramps are built to meet all state and federal requirements. If the layout causes a conflict with ADA requirements, contractor shall inform the inspector of the conflict. **Any changes to the layout must still ensure full compliance to federal and state ADA requirements.**
5. Detectable warnings
 - a. Detectable warnings shall be cast in place (wet set). The inspector will determine which type will be used during the layout of the ramp. They shall be twenty-four (24) inches in depth in the direction of pedestrian travel, and full width of the ramp.
 - b. All detectable warnings shall be Tekway ADA Systems or approved equivalent. The color shall be terra cotta.

D. Construction Plans

Task Orders for work associated with this contract may not be accompanied by construction plans. In this case the Contractor will be responsible for following the Town's standard specifications and details. From time to time, the Contractor may be provided engineered plans and specifications for a project. The Contractor will be responsible for providing unit bid pricing as laid out in the provided specifications and bid form.

E. Sediment Control

Contractor is required to meet all Stormwater requirements and will be required to utilize and maintain best management practices at all times.

F. Equipment Left on Jobsite

No equipment shall be left on the jobsite overnight. **All equipment will be required to carry fire extinguishers in case of emergency.**

G. Joint and Crack Sealants

Joint sealant shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 303.2.14 "Joint Sealant".

Crack sealant shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 401 "Crack Sealing".

H. General Construction Notes

1. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
2. The Contractor will be responsible for contacting DIGTESS prior to any excavation.
3. The Contractor shall mark the saw cut and excavation limit on each repair site with a Town representative present.
4. Removal of integral curb will be included in the unit price of concrete pavement removal.
5. No sidewalk repair will be smaller than four feet by four feet (4' x 4').
6. No curb and gutter, or integral curb repair will be smaller than five (5) linear feet.
7. All paving shall be saw cut along neat lines prior to removal. Any pavement that is chipped or broken outside saw cuts will be repaired as determined by the inspector and at the contractor's expense.
8. All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgement of the Town or property owner, it can be neatly spread over the adjacent area. No stockpiling of material in the street will be allowed after work hours. The cost for this is subsidiary to the pavement repair.
9. Topsoil will be used to level up excavated areas to receive sod.
10. The contractor shall remove all trees, stumps, brush and other debris or deleterious material generated as part of this work. Proper disposal of these items is the sole responsibility of the contractor.
11. Delays associated with the delivery of material will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.

12. No concrete shall be placed at any job site until the contractor has notified the Town's representative and requested and received an inspection of the site. The contractor shall request such inspection at least twenty-four (24) hours prior to concrete being placed. Any concrete placed without an inspection shall be removed and replaced at the contractor's expense.
13. Bar chairs to support reinforcing steel and dowel rods shall be used in repairs as required.
14. Tooled joints in sidewalk will not be sealed. All other joints will be sealed.
15. All inlets within the project limits, and any that may be affected by runoff from the repair area, will be protected. The Town's inspector will determine if any inlet needs to be cleaned due to runoff from the area.
16. The areas adjacent to construction shall be returned to their original condition. The contractor should use every effort to avoid damage. If damage does occur it is the responsibility of the contractor to repair any damage landscaping, sprinkler systems, or other items affected by the repair.
17. Damage to sprinkler systems will be addressed promptly and in the following manner: contractor will inform Town inspector and property owner of damage. Upon completion of repairs, contractor will inform property owner and Town inspector and set up time to run system to verify repairs are satisfactory.

Note: Once the damage has been identified, the contractor will repair the damage within 48 hours and verify with the customer that the system has been restored to its original condition. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT AN IRRIGATION SYSTEM HAS BEEN RETURNED TO ITS ORIGINAL CONDITION with the resident, business owner, etc. If condition of the irrigation system has not been verified, payment for that month may be withheld (at the inspector's discretion). Any sod that must be installed due to the construction will be installed within a reasonable time period.

18. Repairs to water service lines cut during construction on the customer's side of the meter will be completed by a Licensed Plumber at the expense of the contractor.

19. The contractor is responsible for insuring density of sub-grade meets towns specifications for each repair. Lack of testing does not relieve the contractor of this responsibility.
20. The contractor will make every effort to match existing sod on all repairs.
21. The line item for crushed rock subgrade is intended for special projects and will only be used at the discretion of the inspector. The line item includes the contractor providing, placing, and compacting the crushed rock subgrade.
22. Contractor's vehicles shall contain company name and information displayed properly on the side.
23. Labors shall have a uniform identifying who they are working for.

V. Proposal Form

Proposals will be scored by an evaluation committee consisting of Town staff. Proposals will be scored with regards to the following criteria and associated weights:

- **Price:** Evaluation will award up to 40 points based on pricing with low bid receiving all 40 points.
 - **Previous Performance:** Evaluation will award up to 30 points based on past performance contracts with public agencies and private industry in terms of quality of work, and compliance with performance schedules. List three previous contracts and include the name, address, telephone number, and email address of the point of contact representing the public or private entity for each contract. Contractor is allowed to use the Town of Addison as a reference.
 - **Response Time/Restoration Time:** All contractors responding to the synopsis will be considered, however, evaluations will award up to 30 points based on time it will take to gather resources and mobilize to site once notification has been received from the Town of Addison for repair work. Restoration time is based on the amount of time indicated to make a standard repair from the time the crews enter the site until it is fully restored.
- Price - 40%
 - Experience and Past Previous Performance - 30%
 - Response Time/Restoration Time - 30%

PROPOSAL FORM

TO: The Honorable Mayor and
Town Council Town of
Addison, Texas

The undersigned Offeror, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment and to perform all labor and work necessary for completion of the work described by and in accordance with the Contract Documents and Contract for the following prices, to wit:

Sig

Printed

Name: David MartinezTitle: General Partner

Business

Name: Rey-Mar ConstructionDate: 01/13/22**ACKNOWLEDGMENT OF ADDENDA:**

The Offeror acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

**PROPOSAL FORM
REFERENCES**

Reference #1

Entity Name: Trophy Club Municipal Utility DistrictType of Work performed: Utilities, water, wastewater, lift station, pump stationsAddress: 100 Municipal Drive, Trophy Club, TX 76262Point of Contact: Mike McMahanTitle: Director of Public WorksPhone Number: 817.538.1872Email: mmcmahon@tcmud.org

Reference #2

Entity Name: Troy Hopkins, City of Venus, Texas. 817.401.8120Type of Work performed: Force main, lift station improvementsAddress: 700 West US 67, Venus, TX 76084Point of Contact: Troy HopkinsTitle: Director of Public WorksPhone Number: 817.401.8120Email: thopkins@cityofvenus.org

Reference #3

Entity Name: City of Rhome, TexasType of Work performed: Wastewater treatment plant improvement, expansionAddress: 501 South Main St., Rhome, TX 76078Point of Contact: Sean DensmoreTitle: Director of Public WorksPhone Number: 817.913.5361Email: publicworks@cityofrhome.com

PROPOSAL FORM RESPONSE TIME/RESTORATION TIME

Project Manager Assigned to project on daily basis

Name: _____

This proposal is requesting a maximum 72 hours from time of notification to commencement of work.

How many working days would it take to schedule an onsite meeting, gather equipment, materials, and laborers to repair a leak on an 8' deep, 24" PVC water main located under a concrete four-lane divided throughfare. Time stated should be from notification to completed repair and restoration of surrounding site.

Assumptions:

- One lane closure during non-working hours and two-lane closure during working hours.
- Line can be isolated and drained without interference.
- Length of pipe to be replace is 5 feet.
- Depth of pipe is 8 feet.
- Pavement replacement is 15' x 12' panel with 15 feet of curb.
- High early strength concrete is acceptable.

Proposed Time NON-EMERGENCY:

A.	Representative on site to assess the work	<u>2 hrs</u> (Hrs)
B.	From notification to mobilized on site	<u>1</u> (days)
C.	Pavement removal, excavation, repair, backfill	<u>2</u> (days)
D.	From pavement replacement to open to traffic	<u>1</u> (days)

Proposed Time EMERGENCY:

E.	Representative on site to assess the work	<u>3</u> (Hrs)
F.	From notification to mobilized on site	<u>3</u> (Hrs)
G.	Pavement removal, excavation, repair, backfill	<u>6</u> (Hrs)
H.	From pavement replacement to open to traffic	<u>2</u> (days)

**PROPOSAL FORM
LITIGATION/LAWSUITS**

Contractor to list any prior or pending litigation or lawsuits. If none, then list as N/A

NA

**PROPOSAL FORM
SUBCONTRACTORS**

Contractor to list any services to be performed by Sub. List legal name of sub and type of work they are to perform. If no subs are to be used, then list as N/A.

Tommy Electric, HH Electric, HC Electric. Electrical work

Odessa Pumps, bypass pumping setup, rental of pumps

BID FORM

Item No	Item Description	Unit	Unit Bid Price	Total Bid Price
				For Evaluation
WATER MAIN				
1	Trench Safety		INCIDENTAL TO OTHER BID ITEMS	
2	Repair 1-inch or smaller water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA	5,200	5,200
3	Repair 1-1/4-inch to 2-inch water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA	6,300	6,300
4	Repair 6-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	8,800	8,800
5	Repair 6-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	8,800	8,800
6	Repair 8-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	9,800	9,800
7	Repair 8-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	9,800	9,800
8	Repair 10-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	11,250	11,250
9	Repair 10-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	11,250	11,250
10	Repair 12-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	14,300	14,300
11	Repair 12-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	14,300	14,300
12	Repair 16-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	19,400	19,400
13	Repair 16-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	19,400	19,400
14	Repair 24-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	29,000	29,000
15	Repair 24-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	29,000 43,500 a.m.	29,000 43,500 a.m.
16	Repair 36-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	43,500 56,250 a.m.	43,500 56,250 a.m.
17	Repair 36-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	43,500	43,500
18	Repair 42-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	56,250	56,250

19	Repair 42-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	56,250		56,250
20	Remove and replace fire hydrant with WaterMaster 5CD250 Fire Hydrant 6" MJ Shoe by EJ per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	12,850		12,850
21	Remove and replace existing 6-inch valve with 6-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	6,200		6,200
22	Remove and replace existing 8-inch valve with 8-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	6,500		6,500
23	Remove and replace existing 10-inch valve with 10-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	7,900		7,900
24	Remove and replace existing 12-inch valve with 12-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	9,700		9,700
25	Remove and replace existing 16-inch valve with 16-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	13,750		13,750
SANITARY SEWER MAIN					
26	Trench Safety		INCIDENTAL TO OTHER BID ITEMS		
27	Repair 6-inch or smaller sanitary sewer service up to 10 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	13,800		13,800
28	Repair 6-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	14,700		14,700
29	Repair 6-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	14,400		14,400
30	Repair 8-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	15,000		15,000
31	Repair 8-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	14,650		14,650
32	Repair 10-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	16,250		16,250
33	Repair 10-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	15,400		15,400
34	Repair 12-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	19,750		19,750
35	Repair 12-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	19,350		19,350
TRAFFIC CONTROL					
36	Steel Plates 6' x 10'	DAY	60		60
37	Steel Plates 8' x 10'	DAY	70		70

38	Traffic Control for residential streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	300		300
39	Traffic Control for Collector streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	420		420
40	Traffic Control for Arterial streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	520		520
PAVING					
41	Remove and replace 8-inch concrete street as per city specifications, including all incidentals necessary	SY	400		400
42	Remove and replace 10-inch concrete street as per city specifications, including all incidentals necessary	SY	450		450
43	Remove and replace 6-inch concrete curb as per city specifications, including all incidentals necessary	LF	11		11
44	Remove and replace reinforced concrete barrier free ramp as per city specifications, including all incidentals necessary	EA	3,250		3,250
45	Remove and replace reinforced concrete sidewalk as per city specifications, including all incidentals necessary	SF	4 ¹⁸ 48 A.M.		48
46	Remove and replace concrete curb and gutter per city specifications, including all incidentals necessary	LF	16		16
47	Remove and replace 6-inch HMA Type B or C pavement per city specifications, including all incidentals necessary	SY	400		400
48	Crushed rock subgrade placement including all incidentals necessary to complete in place for pavement stabilization		INCIDENTAL TO OTHER BID ITEMS		
49	Bermuda sod w/topsoil	SY	1.90		1.90
50	St. Augustine sod w/topsoil	SY	2.50		2.50
MOBILIZATION					
51	Standard Mobilization per work order	EA	2,000		2,000
52	Emergency Mobilization per work order	EA	4,400		4,400
MISCELLANEOUS					
53	Proposed Annual percentage of price escalation per year after year one is complete	%	5%		5%
54	Proposed percent mark up on Time and Material costs	%	10%		10%

By submitting a bid in response to this solicitation, the bidder certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Texas, or any other state, county, or municipal government.

The undersigned has caused this bid to be executed as of the day and year indicated above.

REY-MAX CONSTRUCTION

Printed Name

Signature

DAVID MATHIAS

General Partner

Title

DAVID E. REY-MAX CONSTRUCTION, L.P.

Email

817-535-3451 / 817-438-3537

Phone

817-535-0153

Fax

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, of the City of _____, County of _____, State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES – ANNUAL CONTRACT

PUBLIC WORKS AND ENGINEERING SERVICES BID NUMBER 22-42

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work as stated in the within the scope of work/general conditions after the date of written notice to do so shall have been given to him, to complete the work within time specified after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR _____ Dollars (\$_____) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof,

subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____

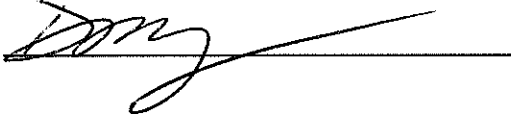
City Manager

By: _____

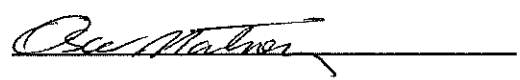
(CONTRACTOR)

ATTEST:

By: _____



By: _____



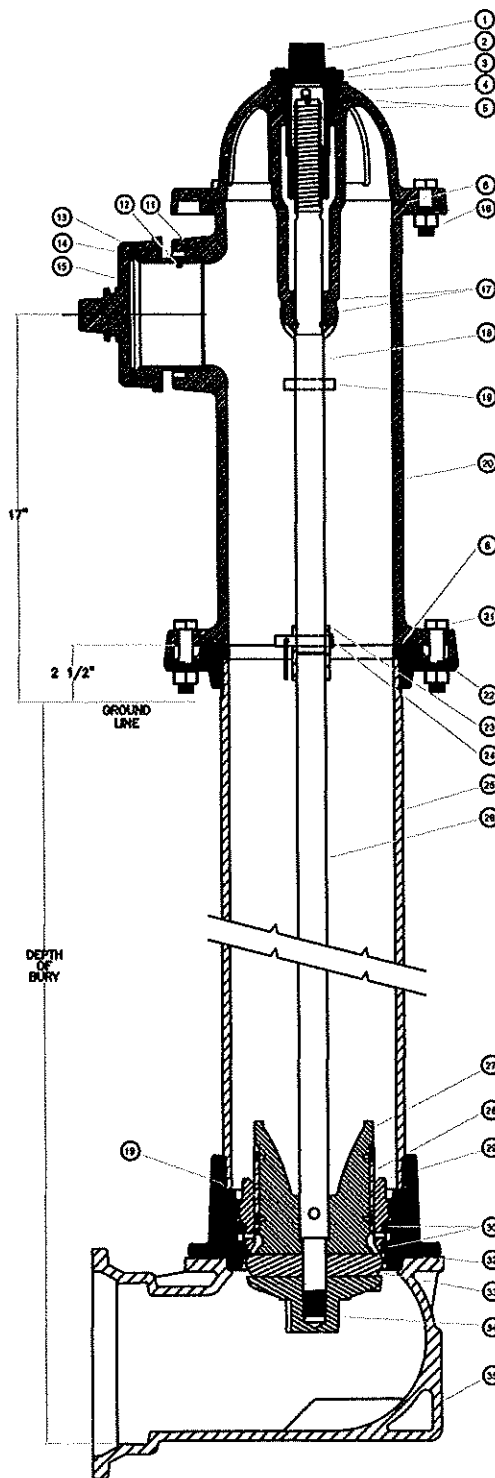
The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

WaterMaster® 5CD250 Fire Hydrant 6" MJ Shoe



Product

WaterMaster® 5CD250 Fire Hydrant

Design Features

1. RATED WORKING PRESSURE = 250 PSI.
2. MEETS ANSI/AWWA C502.
3. UL LISTED/FM APPROVED.

Components

CAT NO.	PARTS LIST	MATERIAL
1	OPERATING NUT	BRONZE
2	HOLD DOWN NUT	BRONZE
3	WEATHER SEAL "O" RING	BUNA-N
4	TOP BONNET	D.I.
5	THRUST WASHER	DEL RIN
6	QUAD RINGS*	BUNA-N
7	HOSE NOZZLE "O" RING**	BUNA-N
8	HOSE NOZZLE**	BRONZE
9	HOSE NOZZLE GASKET**	RUBBER
10	HOSE NOZZLE CAPS**	C.I.
11	PUMPER NOZZLE "O" RING	BUNA-N
12	PIPE PLUG 1/4 NPTF SS 10X	STN. STL
13	PUMPER NOZZLE GASKET	RUBBER
14	PUMPER NOZZLE	BRONZE
15	PUMPER NOZZLE CAP	C.I.
16	TOP BONNET BOLTS & NUTS	ZINC PL. GR. 8
17	RESERVOIR "O" RING	BUNA-N
18	OPERATING STEM TOP 24 1/4"	STEEL W/BRASS SLEEVE
19	DRIVE-LOC PIN	STN. STL
20	NOZZLE STANDPIPE	D.I.
21	SAFETY FLG. BOLTS & NUTS	ZINC PL. GR. 8
22	SWIVEL FLANGES (FRANGIBLE)	C.I.
23	STEM COUPLING (FRANGIBLE)	GALV. STL
24	COUPLING PIN & RING COTTER	STN. STL
25	STANDPIPE LOWER SECTION	D.I. W/BRONZE INSERT
26	OPERATING STEM LOWER	STEEL
27	HIGH PRESSURE DRIP SHUTOFF	BRONZE
28	INSERTS	HOPPE
29	VALVE SEAT	BRONZE
30	VALVE SEAT "O" RING	BUNA-N
31	BRASS DRAIN HOLE BUSHING**	BRASS
32	INLET FLANGE "O" RING	BUNA-N
33	SEATING VALVE RUBBER	RUBBER
34	VALVE WASHER	D.I./EPOXY
35	BOTTOM INLET	D.I./EPOXY
36	INLET FLG. BOLTS & NUTS**	STN. STL 18-8
37	CHAINS**	ZN. PL. STL
38	SET SCREW (1/4 - 20 SS CONE PT)**	STN. STL
39	INSERT SCREWS**	STN. STL

* NOT A REPLACEMENT PART

** NOT SHOWN

Drawing Revision

Designer: MWP 08/25/20

Revised By:

Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2020 EJ GROUP, Inc. All rights reserved.

Contact

800 626 4653
ejco.com

THIS FORM MUST BE TURNED IN WITH YOUR BID**BID REQUIREMENT AFFIDAVIT****TO BE COMPLETED BY APPROPRIATE BONDING AGENT.**

I, the undersigned agent, certify that the bonding requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the Town of Addison, I will be able, within ten (10) working days after being notified of such award, to furnish the required payment, performance, and maintenance bonds to the TOWN meeting all of the requirements contained in this bid.

Agent Signature_____
Printed Name_____
Name of Insurance Carrier_____
Address of Agency_____
City_____
State_____
Zip_____
Phone #_____
Fax #_____
Email Address_____
Vendor / Contractor Name**Acknowledgement**

Subscribed and Sworn before me by the above named _____

On this _____ day of _____, 2019.

(seal)

Notary Public in and for the State of _____**NOTICE TO THE AGENT**

If this time requirement is not met, the City/Town has the right to declare this vendor non-responsible and award the contract the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Wil Newcomer, Town of Addison Purchasing at 972-450-7091.

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A-:VII- rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

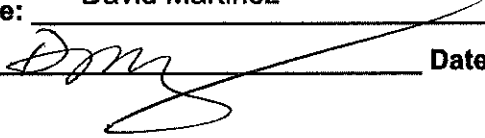
AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# 22-42

Company: Rey-Mar Construction

Printed Name: David Martinez

Signature:  Date: 01/13/22

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

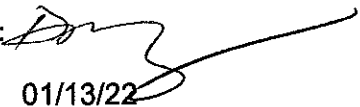
(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: 22-42

Company Name: Rey-Mar Construction

Signature: 

Date: 01/13/22

FINANCE

Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

Town of Addison

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.

2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.

3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.

4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.

5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.

8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.

9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.

10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.

12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.

13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.

14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.

15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.

16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. FUNDING OUT CLAUSE: This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. **PROPOSAL RESPONSE CONTRACTUAL OBLIGATION:** This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. **NO BOYCOTTING ISRAEL.** The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

31. **NO INDUSTRY DISCRIMINATION.** The entity contracting with the Town of Addison does not discriminate against firearm and ammunition industries during the term of the contract. Reference SB 19 as it relates to Chapter 2251 of the Texas Government Code. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Rey-Mar Construction**

Business Address: **3416 Reed St. Fort Worth, TX 76119**

Contact Name: **David Martinez**

Phone#: **817.938.3537**

Fax#:

Email: **david@reymarconstruction.com**

Name(s) Title of Authorized Company Officers: **David Martinez, Oscar Martinez, JL Rubio**

Federal ID #: **W-9 Form: A W-9 form will be required from the successful bidder.**

DUN #: **869294306**

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of _____ Days.

☐ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number _____ and expire date _____.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☐ No ☐

Bid Bond: Is Bid Bond attached if applicable? ☐ Yes ☐ No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date: 01/13/22



Title: General Partner

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

Question and Answers for Bid #22-42 - On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services

Overall Bid Questions

Question 1

Is there an estimated cost range? (Submitted: Dec 10, 2021 4:31:09 PM CST)

Answer

- As stated in the bid documents this is an "as needed" contract. The anticipated spending for repairs during 2022 is budgeted at \$150,000. (Answered: Dec 13, 2021 9:02:29 AM CST)



SM FINANCE DEPARTMENT / PURCHASING DIVISION 5350 Belt Line Road
(972) 450-7091 – Facsimile (972) 450-7096 Post Office Box 9010 Addison, Texas 75001

6/25/25

David Martinez
Rey-Mar Construction
3416 Reed St.
Fort Worth, Texas 76119
david@reymarconstruction.com

RE: Bid 22-42

Dear Mr. Martinez,

Our Bid No. 22-42, On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services allows for an extension of the original contract under the same terms, conditions, and prices as the original award. The Town wants to extend the contract through July 1, 2026.

If you agree to the extension, please sign, date, and return the enclosed copy of this letter. If we have not received your acceptance within two weeks from the above date, we may assume you are not in agreement with the extension and these services may be re-bid. You may email your response to the below. Please enclose current insurance as specified in the original contract.

Please call me if you have any questions.

Sincerely yours,

Wil Newcomer
Purchasing Manager
wnewcomer@addisontx.gov
972-450-7091

Accepted: David Martinez

 8/5/2025
Signature **Date**

Print name if not addressee



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

DATE: December 15, 2025
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of a Construction Agreement with Four Star Excavating Inc. for the Timber Creek Bridge Water Line Lowering project, in the amount of \$358,635.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On November 11, 2025, bids were received and opened (Bid # 2026-7-B) for the Timber Creek Bridge Water Line Lowering project. Four Star Excavating Inc. submitted the lowest qualified bid of the five (5) responding bidders at a base bid of \$358,635.00. The Timber Creek Bridge Water Line Lowering project consists of the removal of an existing aerial water main crossing of Timber Creek just west of Rollo Court underneath the Timber Creek Road bridge that has been severely eroded. This aerial crossing will be replaced with an encased bore and new water main beneath Timber Creek. The removal of this work will be the first step in addressing the erosion issues under the Timber Creek Road bridge identified in TxDOT's issued Bridge Inspection Report. A subsequent project to armor the banks and bridge piers via gabion baskets will follow the completion of this water line lowering to ensure the longevity and structural integrity of the existing Timber Creek Road bridge.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision to not approve the Construction Agreement would leave the existing aerial water main crossing exposed and at a risk of further erosion damage. Potential for a water main break also exists should floating debris along Timber Creek come in contact with the line. Removal of this aerial crossing will also eliminate excessive debris buildup at the aerial crossing pier allowing the flow underneath Timber Creek Road bridge to be more hydraulically efficient.

FISCAL IMPACT: \$358,635.00

Proposed Expenditure/(Revenue)
\$358,635.00

Account Number(s):
630-960-96006-6170

LEGAL REVIEW:

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement
3. Form 1295 (Internal Use)

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



**Town of Flower Mound
Verified Bid Tabulation**

Bid No: 2026-7-B – Timber Creek Bridge Water Line Lowering Project

Bid Opening: 11/11/2025 at 11:00 AM

Company	Total Base Bid
Four Star Excavating Inc	\$ 358,635.00
Quality Excavation LLC	\$ 383,914.00
RNO Construction LLC	\$ 441,500.00
Canary Construction Inc	\$ 498,775.00
Fast General Contracting LLC	\$ 529,999.59

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

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

Date: November 11, 2025

TOWN OF FLOWER MOUND

Timber Creek Bridge Water Line Lowering

Bid # 2026-7-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 15th day of December, 2025, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Four Star Excavating, a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

TIMBER CREEK BRIDGE WATER LINE LOWERING, Bid # 2026-7-B

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

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

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

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

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

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

Three Hundred Fifty-Eight Thousand Six Hundred Thirty-Five and Zero cents (\$ 358,635.00) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of sixty (60) calendar days, and final completion of ninety (90) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of

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

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

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure

both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time

are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Five Hundred and Zero/One Hundredths Dollars (\$500.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

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

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

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

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

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

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

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

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO

PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

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

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

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

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

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

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

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

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20____.

TOWN OF FLOWER MOUND

CONTRACTOR

Cheryl Moore, MAYOR

(Signature)

(Printed Name)

(Position)



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

DATE: December 15, 2025
FROM: Henry Lucio, Deputy Chief
ITEM: **Consider approval of the purchase of one (1) 2026 Toyota Highlander for \$58,548.00 from Silsbee Toyota and upfitting.**

BACKGROUND: The police department is requesting the purchase of (1) one 2026 Toyota Highlander for \$58,548.00 from Silsbee Toyota utilizing contract TIPS 240901. This vehicle is part of the Vehicle Replacement Fund for FY 2025/2026. This vehicle will replace Unit #54, a 2017 Ford Taurus.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$58,548.00

Proposed Expenditure/(Revenue)
\$58,548.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Highlander Fleet Req
2. Highlander Quote
3. Highlander Upfit Quote (Incl in Total from Silsbee
4. Highlander Bid Award Recommendation

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 11/24/2025
 Suggested Vendor: Silsbee Toyota
 Contact (if known): Seth Gamblin
 Address (if available): 1396 Hwy 327 E,
Silsbee Tx, 77656
 Phone/Fax: 512-436-1313



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
565-450-84500-6130	\$ 55,000	1	2026 Toyota Highlander GRAY	\$ 51,208.00	\$ 51,208.00
565-450-84500-6130	\$ 10,000	1	Defender Supply Upfitting	\$ 7,340.00	\$ 7,340.00
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 58,548.00

Name/Phone Ext.: Branch / 6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-84
 Spec Name: CID Highlander

APPROVALS:
 Fleet Manager: Bill Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: TIPS 240901

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



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR--Silsbee Toyota, 1396 Hwy 327 E., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: TOYOTA HIGHLANDER HEV

Date: November 24, 2025

A. Bid Item: _____

A. Base Price: \$ **46,613.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
6965	2026 HIGHLANDER XL E AWD	\$ 3,995.00			
	HYBRID	\$ -			
				NO RUBBER FLOOR OPTION	
				CARPET ONLY	

Total of B. Published Options: \$ **3,995.00**

Published Option Discount (5%) \$ **-**

C. Additional Options

\$= 14.5 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR- GRAY	\$ -
DEFENDER 42733	\$ 7,340.00	ESTIMATE ONLY **	

Total of C. Unpublished Options: \$ **7,340.00**

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

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

F. Contract Price Adjustment:

G. Additional Delivery Charge: 300 miles

H. Subtotal:

I. Quantity Ordered 1 x K =

J. Trade in:

K.

L. Total Purchase Price

**DEFENDER SUPPLY™**

845 FM 407 W
Argyle, TX 76226

Date	9/19/2025
Estimate #	42733
Estimate By	Mike Hewitt
	mike@defendersupply.com
	903-771-1089



Bill To
Silsbee Toyota 1396 TX-327 Silsbee, TX 77656

Customer Contact	
Customer Phone	
Customer E-mail	sgamblin.silsbeefleet@gmail.com



Item	Description	Location	Qty	Price	Total
	Toyota Highlander- CID				
Tint-4Door-SUV-Reg	Window Tint - All Windows - Medium Size SUV 5% and Eyebrow		1	322.00	322.00T
WH-SFIONR	Whelen Spitfire ION, All Red Front Visor - Driver		1	139.00	139.00T
WH-SFIONB	Whelen Spitfire ION, Blue Front Visor - Passenger		1	139.00	139.00T
WH-C399	Whelen Cencom Core Amp Control Module		1	478.00	478.00T
WH-CCTL5	Whelen WCX Core Control Head, Hand Held		1	236.00	236.00T
WH-SA315U	Whelen 100 watt Heavy Duty Black Plastic Siren / PA Speaker		1	180.00	180.00T
WH-SAK1	Whelen Universal 'L' Shape Siren Speaker Bracket		1	41.00	41.00T
WH-CEM8	Whelen WeCanX Core 8 Expansion Module		1	76.00	76.00T
EM-2601-1003B	14 position power distribution module with built in timer, ignition, constant, over/under voltage sensing and circuit breaker.		1	171.00	171.00T
IE-5045	ST Blade Compact Fuse Blocks - 4 Circuits		1	36.00	36.00T
WIRE-CUSTOM	Custom Wire Harness - Toyota Highlander Main Engine Bay Cargo Hatch		1	498.00	498.00T
WH-XI3JC	Whelen Trio Color Linear ION Red/Blue/White with Smoked Lens Behind Grill		2	147.00	294.00T
DSP-REARSIDEGLASS	Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Upper Rear Side Quarter Glass		1	482.50	482.50T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	9/19/2025
Estimate #	42733
Estimate By	Mike Hewitt
	mike@defendersupply.com
	903-771-1089



Bill To
Silsbee Toyota 1396 TX-327 Silsbee, TX 77656

Customer Contact	
Customer Phone	
Customer E-mail	sgamblin.silsbeefleet@gmail.com

Item	Description	Location	Qty	Price	Total
WH-I3JC	Whelen Trio Color Llinear ION Red/Blue/White		2	119.00	238.00T
	Rear Side Glass, Side Facing - Lower Rear Side Glass				
WH-TLM2J	MINI ION T-SERIES LT RED/BLUE	Foglamp Area	2	89.00	178.00T
	Foglamp Area				
WH-I3JC	Whelen Trio Color Llinear ION Red/Blue/White	Rear Glass-Rear Facing	2	119.00	238.00T
	Rear Glass-Rear Facing				
WH-3SRCCDCR	Whelen LED Flush Mount Compartment Light in Red & White	Rear Cargo	1	69.00	69.00T
WIRE-DOME-U-CARGO	Defender Supply Cargo Dome Harness. Works with Tahoe.		1	11.00	11.00T
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.		1	362.50	362.50T
TU-167-400300160-000-01	Tuffy RS- Tactical Gear Drawer, 1-Drawer, Black 01		1	1,474.00	1,474.00T
TC-RLN6434	Radio CHarger for Motorola APX 6500		1	137.00	137.00T
Installation	Installation of Above Emergency Equipment as Listed: and Customer Supplied Equipment: No Customer Supplied Items Sales Tax		11	140.00	1,540.00T
				0.00%	0.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	\$7,340.00
--	-------------------

Signature _____



Bid Award Recommendation

Date: 11/24/2025

Description: **2026 Toyota Highlander XL E Awd Hybrid**

Qty.: 1

Replaces: 43500-54, a 2017 Ford Taurus. – Police Svc.

Bidder: Silsbee Toyota, Seth Gamblin, 512-436-1313, sgamblin.silsbeefleet@gmail.com

Item: 1 – 2026 Gray Toyota Highlander XL E AWD Hybrid with Defender
Emergency Vehicle Upfit#42733 as per Silsbee TIPS Quote Dated
11/7/2025

Total Cost of Vehicles, Equipment & Installation:

\$58,548.00

It is Fleet Services recommendation to award the bid to **Silsbee Toyota** in the amount of **\$58,548.00** utilizing the **TIPS Cooperative Contract # 240901**.

Fleet Services Manager

11/24/2025

Date



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

DATE: December 15, 2025
FROM: Henry Lucio, Deputy Chief
ITEM: **Consider approval of the purchase of (1) one 2026 Chevrolet Traverse for \$52,015.00 from Lake Country Chevrolet and upfitting.**

BACKGROUND: The police department is requesting the purchase of (1) one 2026 Chevrolet Traverse for \$52,015.00 from Lake Country Chevrolet utilizing contract TIPS 240901. This vehicle is part of the Vehicle Replacement Fund for FY 2025/2026. This vehicle will replace Unit #82, a 2020 Dodge Durango.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$52,015.00

Proposed Expenditure/(Revenue)
\$52,015.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Traverse Fleet Req
2. Traverse Quote
3. Traverse Upfit Quote (Incl. in Total from Silsbee)
4. Traverse Bid Award Recommendation

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 11/24/2025
 Suggested Vendor: Lake Country Chevrolet
 Contact (if known): 2152 N,Wheeler Street
 Address (if available): Jasper Tx, 75951
 Phone/Fax: 512-436-1313



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
565-450-84500-6130	\$ 60,000	1	2026 Chevrolet Traverse - black	\$ 42,920.00	\$ 42,920.00
565-450-84500-6130	\$ 10,000	1	Defender Supply Upfitting	\$ 9,095.00	\$ 9,095.00
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 52,015.00

Name/Phone Ext.: Branch / 6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-84
 Spec Name: CID Traverse

APPROVALS:
 Fleet Manager: Bill Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: TIPS 240901

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



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVY TRAVERSE LS

Date: December 2, 2025

A. Bid Item: _____

A. Base Price: \$ 37,775.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
1NC56	2026 TRAVERSE LT FWD	\$ 3,995.00		8 PASSENGER	\$ -
LK0	2.5L TURBO	\$ -			\$ -
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA				
Total of B. Published Options:					\$ 3,995.00

Published Option Discount (5%) \$ -

C. Unpublished Options [not to exceed 25%]

\$= 21.8 %

Description	Bid Price	Options	Bid Price
		EXTERIOR Gray	
DEFENDER 42741	\$ 9,095.00	INTERIOR - JET BLACK CLOTH	
		SEATING 2-3-3	
Total of C. Unpublished Options:			\$ 9,095.00

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

\$ 450.00

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

F. Contract Price Adjustment:

G. Additional Delivery Charge: 350 miles

\$ 700.00

H. Subtotal:

\$ 52,015.00

I. Quantity Ordered 1 x H =

\$ 52,015.00

J. Trade in:

\$ -

K.

L. Total Purchase Price

\$ 52,015.00



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	9/19/2025
Estimate #	42741
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
	Chevrolet Traverse- CID				
Tint-4Door-SUV-Reg	Window Tint - All Windows - Medium Size SUV 5% and Eyebrow		1	322.00	322.00T
Misc	Passenger Side Only Interior Visor Light, RBW		1	922.00	922.00T
WH-C399	Whelen Cencom Core Amp Control Module		1	478.00	478.00T
WH-CCTL5	Whelen WCX Core Control Head, Hand Held		1	236.00	236.00T
WH-SA315U	Whelen 100 watt Heavy Duty Black Plastic Siren / PA Speaker		1	180.00	180.00T
WH-SAK1	Whelen Universal 'L' Shape Siren Speaker Bracket		1	41.00	41.00T
WH-CEM8	Whelen WeCanX Core 8 Expansion Module		1	76.00	76.00T
EM-2601-1003B	14 position power distribution module with built in timer, ignition, constant, over/under voltage sensing and circuit breaker.		1	171.00	171.00T
IE-5045	ST Blade Compact Fuse Blocks - 4 Circuits		1	36.00	36.00T
WIRE-CUSTOM	Custom Wire Harness - Chevrolet Traverse Main Engine Bay Cargo Hatch		1	498.00	498.00T
WH-XI3JC	Whelen Trio Color Llinear ION Red/Blue/White with Smoked Lens Behind Grill		4	147.00	588.00T
DSP-REARSIDEGLASS	Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Upper Rear Side Quarter Glass		1	482.50	482.50T
WH-I3JC	Whelen Trio Color Llinear ION Red/Blue/White Rear Side Glass, Side Facing - Lower Rear Side Glass		2	119.00	238.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**DEFENDER SUPPLY™****845 FM 407 W
Argyle, TX 76226**

Date	9/19/2025
Estimate #	42741
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Item	Description	Location	Qty	Price	Total
WH-TLMI2J	MINI ION T-SERIES LT RED/BLUE Rear Hatch		4	89.00	356.00T
Misc	Rear Traffic Advisor, RBA	Rear Glass-Rear Facing	1	877.00	877.00T
WH-3SRCCDCR	Whelen LED Flush Mount Compartment Light in Red & White	Rear Cargo	1	69.00	69.00T
WIRE-DOME-U-CARGO	Defender Supply Cargo Dome Harness. Works with Tahoe.		1	11.00	11.00T
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation. If Compatible VXE		1	362.50	362.50T
TU-167-400300160-000-01	Tuffy RS- Tactical Gear Drawer, 1-Drawer, Black 01		1	1,474.00	1,474.00T
TC-RLN6434	Radio CHarger for Motorola APX 6500		1	137.00	137.00T
Installation	Installation of Above Emergency Equipment as Listed: and Customer Supplied Equipment: No Customer Supplied Items Texas Government or Municipality - No Sales Tax		11	140.00	1,540.00T
				0.00%	0.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	\$9,095.00
--	-------------------

Signature _____



Bid Award Recommendation

Date: 11/24/2025

Description: **2026 Chevrolet Traverse LT FWD with Defender Upfit**

Qty.: 1

Replaces: 43500-82, a 2020 Dodge Durango – Police Svc.

Bidder: Lake Country Chevrolet, Seth Gamblin, 512-436-1313,
sgamblin.silsbeefleet@gmail.com

Item: 1 – 2026 Gray Chevrolet Traverse LT FWD with Defender Emergency
Vehicle Upfit#42741 as per Silsbee TIPS Quote Dated 11/7/2025

Total Cost of Vehicles, Equipment & Installation:

\$52,015.00

It is Fleet Services recommendation to award the bid to **Lake Country Chevrolet** in the amount of **\$52,015.00** utilizing the **TIPS Cooperative Contract # 240901**.

Fleet Services Manager

11/24/2025

Date



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

DATE: December 15, 2025
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 22-25.**

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

The attached budget amendment represents an adjustment of the FY 2025-2026 Crime District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services ordered but not received by September 30, 2025, totaling \$177,893 for this fund. Additionally, funds are being authorized in the amount of \$189,250 for the police station feasibility study.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$367,143

Proposed Expenditure:	Account Number(s):
\$ 367,143	Fund 318 Crime District- Sales Tax
\$ 367,143	

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. Attachment 1-Resolution - Crime Control - 1st Budget Amendment

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, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AS ADOPTED BY RESOLUTION NO. 22-25; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Crime Control and Prevention District ("Crime District") has adopted procedures for adopting a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, said Crime District Budget was adopted by Resolution No. 22-25 on September 15, 2025; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Crime District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, THAT:

SECTION 1

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

SECTION 2

The Crime District Budget, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as heretofore adopted by Resolution No. 22-25, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

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

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Crime District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 15th DAY OF DECEMBER, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2025-2026**

**REASON FOR ADJUSTING THE CRIME CONTROL AND PREVENTION DISTRICT FUND
APPROPRIATION:**

In the Crime Control and Prevention District Fund, expenditures will increase by \$367,143 from \$5,620,050 to \$5,987,193.

The budget amendment includes funding for items that were ordered but not yet received by September 30, 2025 and the police feasibility study.

<u>Crime District- Sales Tax</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Police Services	\$ 5,620,050	\$ 5,620,050	\$ 5,987,193	\$ 367,143
Total	\$ 5,620,050	\$ 5,620,050	\$ 5,987,193	\$ 367,143



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

DATE: December 15, 2025
FROM: Meg Jakubik, Director of Budget Services
ITEM: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 23-25.

BACKGROUND: At the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow similar procedures and dates to the Town's annual budget. The attached budget amendment represents an adjustment of the FY 2025-2026 Fire District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services ordered but not received by September 30, 2025 totaling \$350,874 for this fund.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$350,874

Fire District- Sales Tax	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Fire and Emergency Services	\$ 6,984,430	\$ 6,984,430	\$ 7,335,304	\$ 350,874
Total	\$ 6,984,430	\$ 6,984,430	\$ 7,335,304	\$ 350,874

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. Attachment 1- Resolution - Fire District - 1st FY 25-26 Budget Amendment

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, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AS ADOPTED BY RESOLUTION NO. 23-25; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, said Fire District Budget was adopted by Resolution No. 23-25 on September 15, 2025; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Fire District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, THAT:

SECTION 1

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

SECTION 2

The Fire District Budget, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as heretofore adopted by Resolution No. 23-25, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

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

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Fire District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 15th DAY OF DECEMBER, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Fire Control, Prevention, and Emergency Medical Services District
Amended Budget
Fiscal Year 2023-2024**

REASON FOR ADJUSTING THE FIRE DISTRICT FUND APPROPRIATION:

In the Fire District Fund, expenditures will increase by \$350,874 from \$6,984,430 to \$7,335,304. This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services ordered but not received by September 30, 2025.

<u>Fire District- Sales Tax</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Fire and Emergency Services	\$ 6,984,430	\$ 6,984,430	\$ 7,335,304	\$ 350,874
Total	\$ 6,984,430	\$ 6,984,430	\$ 7,335,304	\$ 350,874



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

DATE: December 15, 2025
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 32-25 for adjustments to the General Fund, Utility Fund, Library Development Fund, Street Maintenance Sales Tax Fund, Parks 4B Sales Tax Fund, Crime Control and Prevention District Sales Tax Fund, Fire Control, Prevention, and Emergency Medical Services District Sales Tax Fund, Justice Seizures Fund, Texas Parks and Wildlife Development Fund, Neighborhood Improvement Fund, COVID-19 Fund, and the Vehicle and Equipment Replacement (VERF) Fund.**

BACKGROUND: The attached budget amendment represents the first proposed adjustment of the FY 2025-2026 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment is to re-appropriate the balance of outstanding purchase orders for items or services ordered but not received by September 30, 2025, totaling \$280,208 for the General Fund, \$169,842 for the Utility Fund, \$807,530 for the Street Maintenance Sales Tax Fund, \$481,866 for the Parks 4B Sales Tax Fund, \$177,893 for the Crime Control District Sales Tax Fund, \$350,874 for the Fire District Sales Tax Fund, \$10,500 for the Justice Seizures Fund, \$332,547 for the Texas Parks & Wildlife Department Fund, \$22,510 for the COVID-19 Fund, and \$1,328,495 for the Vehicle and Equipment Replacement Fund.

In the General Fund, economic development incentive amounts have been identified that are budgeted but will not be eligible for payment during the fiscal year. The Town Manager has outlined a plan to redistribute this funding to address other ongoing and one-time needs requested during the budget process. This will not change the overall General Fund budget amount, but will shift funding between departments. These adjustments will result in a net decrease to the Town Manager Department budget of \$1,536,421 and increases in the amounts of \$114,456 for Financial Services, \$51,250 for Non-Departmental, \$735,181 for Administrative Services, \$173,669 for Communications, \$110,000 for Parks and Recreation, \$180,000 for Police Services, and \$171,865 for Public Works.

In the Utility Fund, the new software for the budget process resulted in several budget amounts that were inadvertently missed by the department. This amendment restores \$60,835 in budget authorization to the fund needed for regular operations.

In the Library Development Fund, revenues will increase by \$80,000 for a contribution expected from the Friends of the Library. At the time of budget development, the Library had not finalized a

spending plan for this fiscal year. This amendment provides budget authorization in the amount of \$161,000 for an expansion of the Creation Lab and related equipment, Outdoor Play Patio Equipment, and Study Pods. There is sufficient fund balance with the identified revenue for these expenses.

In the Street Maintenance Sales Tax Fund, post pullers were authorized in the budget amendment for three trucks during FY 2024-2025. The post pullers were received but install was being handled separately and not able to be completed prior to the end of the fiscal year. This amendment adds \$5,500 to the budget for that service.

The Parks 4B board approved additional funding for playground replacements in the amount of \$130,000. This amendment authorizes the additional funding approved by the Board.

The budget amendment includes funding for the Police Station Feasibility funding in the amount of \$189,250 using the Crime District Sales Tax Fund. This budget amount was not known at the time of adoption but is necessary to continue planning.

In the Neighborhood Improvement Fund, this amendment restores the \$100,000 annual budget funding that was inadvertently left off during the initial adoption.

In the COVID-19 Fund, funding is included in the amount of \$50,000 for the scanning project initiated by Human Resources. This project is using remaining interest monies earned by the Fund.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Proposed Revenue:		Account Number(s):
\$	-	Fund 100 General Fund
	-	Fund 200 Utility Fund
	80,000	Fund 300 Library Development Fund
	-	Fund 316 Street Maintenance Sales Tax
	-	Fund 317 Parks 4B Sales Tax
	-	Fund 318 Crime District- Sales Tax
	-	Fund 319 Fire District- Sales Tax
	-	Fund 332 Justice Seizure Fund
	-	Fund 350 Texas Parks & Wildlife Fund
	-	Fund 375 Neighborhood Improvement Fund
	-	Fund 378 COVID-19 Fund
	-	Fund 565 Vehicle and Equipment Replacement Fund
\$	80,000	
Proposed Expenditure:		Account Number(s):
\$	280,208	Fund 100 General Fund
	230,677	Fund 200 Utility Fund
	161,000	Fund 300 Library Development Fund
	813,030	Fund 316 Street Maintenance Sales Tax
	611,866	Fund 317 Parks 4B Sales Tax
	367,143	Fund 318 Crime District- Sales Tax
	350,874	Fund 319 Fire District- Sales Tax
	10,500	Fund 332 Justice Seizure Fund
	332,547	Fund 350 Texas Parks & Wildlife Fund
	100,000	Fund 375 Neighborhood Improvement Fund
	72,510	Fund 378 COVID-19 Fund
	-	Fund 560 Tax Note Fund
	1,328,495	Fund 565 Vehicle and Equipment Replacement Fund
\$	4,658,851	

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

ATTACHMENTS:

1. Attachment 1- Ordinance- Budget Amendment-1st FY 25-26

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026, AS ADOPTED BY ORDINANCE NO. 32-25, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, LIBRARY DEVELOPMENT FUND, STREET MAINTENANCE SALES TAX FUND, PARKS 4B SALES TAX FUND, CRIME CONTROL AND PREVENTION DISTRICT SALES TAX FUND, FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SALES TAX FUND, JUSTICE SEIZURE FUND, TEXAS PARKS & WILDLIFE FUND, NEIGHBORHOOD IMPROVEMENT FUND, COVID-19 FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 32-25 on September 15, 2025; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as heretofore adopted by Ordinance No. 32-25, is hereby amended to provide for adjustments to the **General Fund, Utility Fund, Library Development Fund, Street Maintenance Sales Tax Fund, Parks 4B Sales Tax Fund, Crime Control and Prevention District Sales Tax Fund, Fire Control, Prevention, and Emergency Medical Services District Sales Tax Fund, Justice Seizure Fund, Texas Parks & Wildlife Fund, COVID-19 Fund, and the Vehicle and Equipment Replacement (VERF) Fund**, as shown in Exhibit "A," attached hereto and incorporated

herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 15th DAY OF DECEMBER, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

TOWN OF FLOWER MOUND						
SUMMARY OF REVENUE AND EXPENDITURES BY FUND						
OPERATING, SPECIAL REVENUE, & INTERNAL SERVICE FUNDS						
FISCAL YEAR 2025-2026 BUDGET AMENDMENT #1						
FUND NAME	REVENUE			EXPENDITURES		
	ADOPTED	AMENDED	TOTAL	ADOPTED	AMENDED	TOTAL
GENERAL FUND	\$ 97,259,360	\$ -	\$ 97,259,360	\$ 97,220,851	\$ 280,208	\$ 97,501,059
GENERAL DEBT SERVICE FUND	10,085,000	-	10,085,000	10,266,367	-	10,266,367
UTILITY FUND	64,012,255	-	64,012,255	63,101,893	230,677	63,332,570
STORMWATER UTILITY FUND	3,018,000	-	3,018,000	1,879,020	-	1,879,020
LIBRARY DEVELOPMENT FUND	3,000	80,000	83,000	5,000	161,000	166,000
TIRZ FUND	35,734,419	-	35,734,419	53,407,267	-	53,407,267
PARK DEVELOPMENT FUND	150,000	-	150,000	5,787,635	-	5,787,635
TREE PRESERVATION FUND	100,000	-	100,000	298,390	-	298,390
PEG FUND	100,000	-	100,000	406,800	-	406,800
STREET MAINTENANCE - SALES TAX FUND	5,329,430	-	5,329,430	17,739,180	813,030	18,552,210
PARKS 4B - SALES TAX FUND	5,179,430	-	5,179,430	10,901,870	611,866	11,513,736
IRS EQUITABLE SHARING FUND	-	-	-	-	-	-
JUSTICE SEIZURES FUND	500	-	500	153,000	10,500	163,500
CHAPTER 59 SEIZURE FUND	-	-	-	-	-	-
ANIMAL CARE FUND	11,000	-	11,000	29,500	-	29,500
OPIOID SETTLEMENT FUND	-	-	-	-	-	-
TEXAS PARKS & WILDLIFE DEPARTMENT FUND	-	-	-	-	332,547	332,547
CDBG - HUD GRANT	597,755	-	597,755	597,755	-	597,755
GRANTS FUND	17,740	-	17,740	15,045	-	15,045
NEIGHBORHOOD IMPROVEMENT FUND	74,300	-	74,300	-	100,000	100,000
COVID-19 FUND	355,801	-	355,801	355,801	72,510	428,311
HOTEL OCCUPANCY TAX FUND	680,000	-	680,000	419,000	-	419,000
MUNICIPAL COURT SECURITY FUND	56,900	-	56,900	81,565	-	81,565
MUNICIPAL COURT TECHNOLOGY FUND	46,000	-	46,000	49,695	-	49,695
MUNICIPAL COURT JURY FUND	1,105	-	1,105	1,000	-	1,000
MUNICIPAL COURT TRUANCY PREVENTION FUND	56,800	-	56,800	60,500	-	60,500
VEHICLE & EQUIPMENT REPLACEMENT FUND	2,487,500	-	2,487,500	3,017,895	1,328,495	4,346,390
TECHNOLOGY REPLACEMENT FUND	620,250	-	620,250	461,340	-	461,340
SMALL EQUIPMENT REPLACEMENT FUND	405,205	-	405,205	-	-	-
HEALTH INSURANCE/FLEX ACCOUNT FUND	17,656,720	-	17,656,720	18,665,765	-	18,665,765
	\$ 244,038,470	\$ 80,000	\$ 244,118,470	\$ 284,922,134	\$ 3,940,833	\$ 288,862,967

TOWN OF FLOWER MOUND						
SUMMARY OF REVENUE AND EXPENDITURES BY FUND						
SPECIAL DISTRICTS						
FISCAL YEAR 2025-2026 BUDGET AMENDMENT #1						
FUND NAME	REVENUE			EXPENDITURES		
	ADOPTED	AMENDED	TOTAL	ADOPTED	AMENDED	TOTAL
CRIME DISTRICT - SALES TAX FUND	\$ 5,059,430	\$ -	\$ 5,059,430	\$ 5,620,050	\$ 367,143	\$ 5,987,193
FIRE DISTRICT - SALES TAX FUND	5,049,430	-	5,049,430	6,984,430	350,874	7,335,304
	\$10,108,860	\$ -	\$ 10,108,860	\$12,604,480	\$ 718,017	\$ 13,322,497



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

DATE: December 15, 2025

FROM: Robert Pegg, Town Engineer

ITEM: **Public Hearing to consider an ordinance amending Section 8.0 - Water Plan of the Master Plan (MPA25-0006 - Water Plan Amendment) to adopt amendments and additions to the 2009 Water Master Plan Update as a component of the Master Plan.**

BACKGROUND: The Town periodically provides updates to its Master Plans. Growth trends and population distribution, along with collected field data, are reflected in the update to the Town's Water Model. The updated model helps the Town determine priorities for upcoming Capital Projects and is used to determine updated impact fees. The water model has been updated and, as a result, staff is recommending approval of the amendment to the Water Plan component of the Master Plan. Upon approval of this amendment, staff will continue with the impact fee update process.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its December 8, 2025, meeting.

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle) for all Master Plan amendment requests. At the time this report was written, staff had received no correspondence regarding the request.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Water Ordinance 2025
2. Exhibit A_2025 Water Master Plan Amendments updated
3. Water Summary

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE MASTER PLAN, BY AMENDING ORDINANCE NO. 24-01 IN PART, WHICH ADOPTED THE MASTER PLAN; BY AMENDING SECTION 8.0 WATER PLAN TO ADOPT UPDATES FOR THE YEAR 2025 TO THE 2009 WATER MASTER PLAN AS A COMPONENT OF THE MASTER PLAN; REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound ("Town Council") has previously adopted a Water Plan, together with all amendments thereto, as a component to the Master Plan; and,

WHEREAS, the Town Council has previously amended the Master Plan by adopting the Denton Creek Water Reuse Master Plan on December 15, 2014; and,

WHEREAS, the Town Council previously updated Section 8.0 of the Master Plan in 2015; and,

WHEREAS, the Town Council has previously amended the Master Plan by adopting the Lakeside Water Reuse Master Plan on October 15, 2018; and,

WHEREAS, the Town Council previously approved an update to the Town's water model and Water Master Plan in 2020; and,

WHEREAS, the Town engaged Kimley-Horn and Associates, Inc. to update the Town's water model and Water Master Plan for the year 2025; and,

WHEREAS, the 2025 updates as set out herein are based on current water demands, demographics, future land uses, and growth projections; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on December 8th, 2025, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 15th, 2025, with respect to the Master Plan Amendment described herein to consider adoption of the Water Master Plan Amendments with updates proposed for 2025;

and,

WHEREAS, the Town has complied with all publication and procedural requirements for the approval of a Master Plan Amendment; and,

WHEREAS, the Town Council finds that an amendment to the Master Plan as outlined herein and adoption of the Water Master Plan Amendments with updates proposed for 2025 are in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 8.0 Water Plan, of the Master Plan, is hereby amended to read as set forth in the 2025 Water Master Plan Amendments prepared by Kimley-Horn and Associates, Inc., which are attached hereto as Exhibit A and incorporated herein by reference for all purposes.

SECTION 3

From and after the effective date of this Ordinance, the Master Water Plan is hereby amended as reflected in the 2025 Water Master Plan Amendments prepared by Kimley-Horn and Associates, Inc., which are attached hereto as Exhibit A and incorporated herein by reference for all purposes.

SECTION 4

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

SECTION 5

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

SECTION 6

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15th DAY OF DECEMBER 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

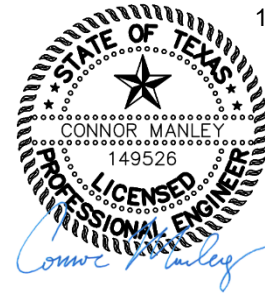
Traci Henderson, TOWN SECRETARY

EXHIBIT "A"

Technical Memorandum

12/10/25

Prepared for: Town of Flower Mound
Prepared by: Kimley-Horn and Associates, Inc.
Date: December 10, 2025



WATER MASTER PLAN AMENDMENTS

This memo amends the Water System Master Plan Update prepared by Kellogg Brown & Root (KBR) in 2009. Sections of this memo are designated with the corresponding section number from the 2009 document.

1.1.A Background Supplemental

The Town of Flower Mound (Town) has retained Kimley-Horn to update the Town's water model and Water Master Plan for the year 2025. Kimley-Horn utilized the model prepared by KBR in 2009 and subsequently updated by Kimley-Horn in 2015 and in 2020. The 2025 master plan updated the 2020 model based on current water demands, demographics, future land uses and growth projections. For the 2025 update, Kimley-Horn has upgraded the water modeling software to InfoWater Pro, an updated version of the previous InfoWater software used in 2020.

1.2 Study Area

Replace first paragraph.

The Town encompasses approximately 44 square miles of land area. Of this area, approximately 32 square miles are developable with the remainder consisting of Grapevine Lake, floodplain, and roads. Of this developable area, approximately 74% of this land is developed and 26% is either undeveloped or planned to be redeveloped in the future. The future undeveloped/redeveloped areas were evaluated to determine future densities of population and non-residential developments. Projected buildout water demands were estimated by working with the Town's Planning Department.

1.3.2 Master Planning Scenarios

The water system was analyzed for existing and future scenarios. Existing demands for each meter were provided by the Town and assigned to each meter in the model to represent actual

demand for each meter. The analysis included an extended period simulation using InfoWater Pro software which models the system demands and performance over a 24-hour period. A diurnal curve generated from the five max demand days from 2020-2024 was loaded into the model to capture peak hour demand. Future scenarios were modeled for years 2030, 2035 and buildout. Growth projections for future scenarios were derived by evaluating historic data and coordinating with the Town's Planning Department.

1.4.2 Hydraulic Analysis Criteria

Replace first paragraph.

The Town currently operates several ground storage tanks at water supply points. One 10 million gallon (MG) tank is located at the Stonehill pump station (Upper Trinity Regional Water District (UTRWD) supply), one 5 MG tank is located at Stonecrest pump station (UTRWD supply), and three tanks (3 MG, 2 MG, and 1 MG) are located at the Pintail pump station (City of Dallas Water Utilities Department (DWU) supply).

2.1 Water Supplies

The Town of Flower Mound receives their treated water from UTRWD and DWU. Water is supplied from the UTRWD at the Stonehill Pump Station and Stonecrest Pump Station for a total of 30 million gallons per day (MGD). Water is supplied from DWU at the Pintail Pump Station for a total of 11 MGD. The total contracted supply available to the Town is 41 MGD. This total contracted supply is required to be greater than the maximum day of demand.

2.2 Ground Storage

The Town currently has 21 million gallons (MG) of ground storage located between the three existing pump stations. The next phase of construction at Stonecrest pump station will increase the station's storage capacity by 5 MG, bringing the total ground storage to 26 MG.

2.3 Elevated Storage

The Town currently has three elevated storage tanks (EST): Bruton Orand, Waketon, and Freeman. These tanks provide 5.5 MG of storage. The Freeman tank serves the western portion of the Town, but due to its height it can serve the eastern portion of Town if either of the other two tanks need to be serviced.

The Texas Commission on Environmental Quality (TCEQ) Chapter 290 requires a minimum of 100 gallons of elevated storage per connection if 2.0 gpm/connection or peak hour is provided in pumping capacity. With the current 5.5 MG of elevated storage available, the Town's system has the capacity to serve up to 55,000 water connections. As of February 2025, the Town served 26,448 connections. The regulation does not account for the operational use of the elevated tanks, so the actual capacity of the elevated storage may be

less than 55,000 connections. Connections versus storage will need to be evaluated as the Town continues to develop.

Figure 3: Replaced With Attached Figure 3 – Existing Water System

2.4 Pumping Stations

The Town currently supplies treated water from three pumping stations, Stonehill, Pintail, and Stonecrest. The Stonehill pump station has a firm capacity of 28,000 gallons per minute (gpm), Pintail pump station has a firm capacity of 13,000 gpm, and Stonecrest pump station has a firm capacity of 12,000 gpm. The existing total firm capacity of all three pump stations is 53,000 gpm. Stonecrest will have an ultimate firm capacity of 24,000 gpm once phases two and three are complete which will increase the system firm capacity to 65,000 gpm. This permits the Town to serve up to 32,500 connections. Currently, peak hour at buildout would be greater than the firm pumping capacity, however, the implementation of the Lakeside and Denton Creek reuse water systems may lower the peak hour demand. Further analysis of the peak hour demand after reuse systems are implemented is recommended in future master plan updates.

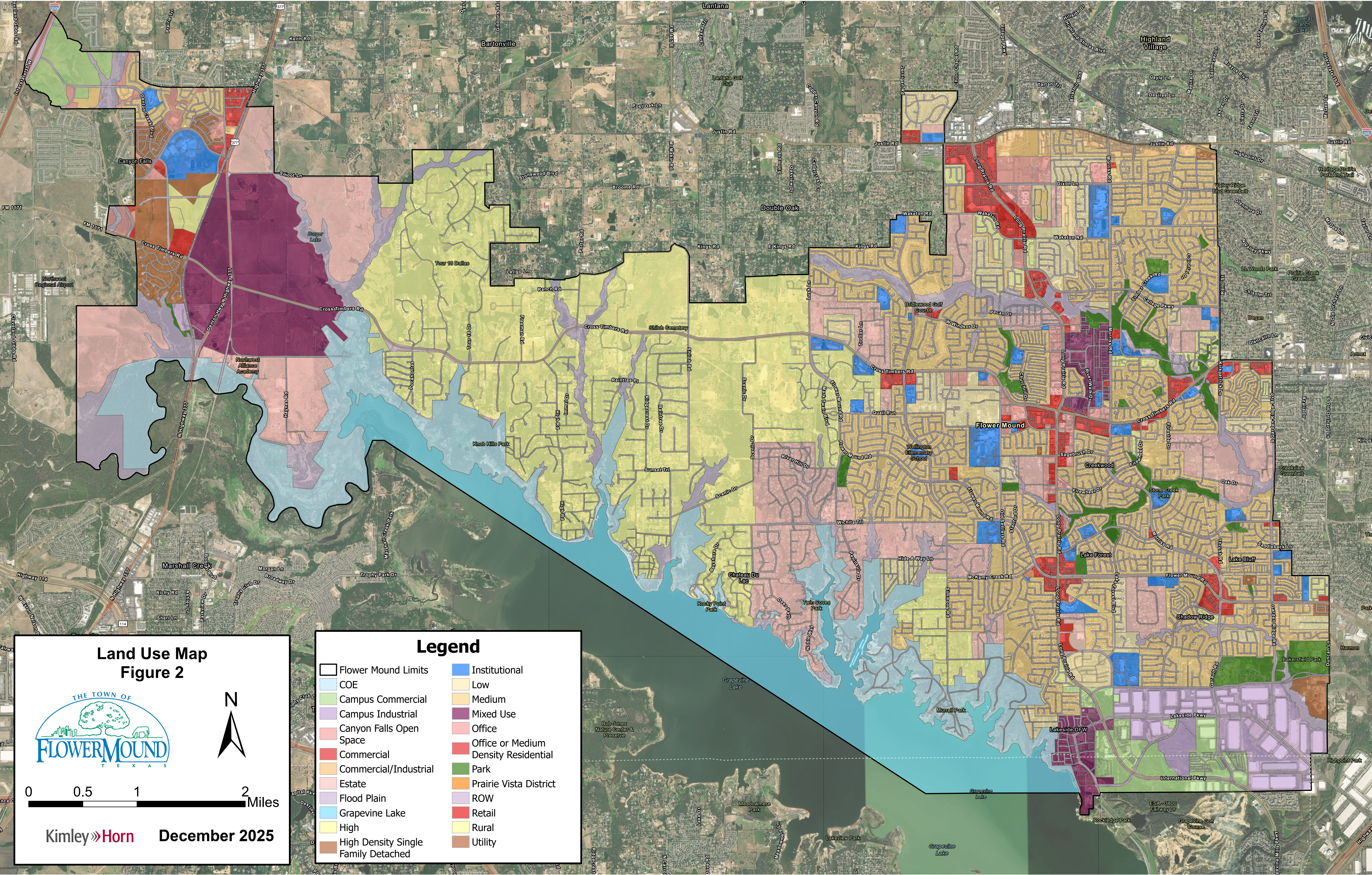
2.5 Distribution System

Replace second paragraph.

The Town's water system is divided into two pressure planes, east and west. The west pressure plane, which operates at a higher pressure plane elevation, is served by the Freeman elevated storage tank and the Stonecrest pump station. The east pressure plane, which operates at a lower pressure plane elevation, is served by the Stonehill and Pintail pump stations, the Bruton Orand elevated storage tank, and the Waketon elevated storage tank. Pressure sustaining valves are recommended along the pressure plane boundary to allow the west pressure plane to supplement the east pressure plane, creating one town encompassing pressure plane, as necessary. Refer to **Appendix E** for valve locations.

3.1 Population

The population and growth projections used to estimate future water demands were derived by working with the Town's planning department and are based on the Land Use plan that was updated in April of 2025 (Reference Figure 2).



Land Use Map
Figure 2

N

00.512

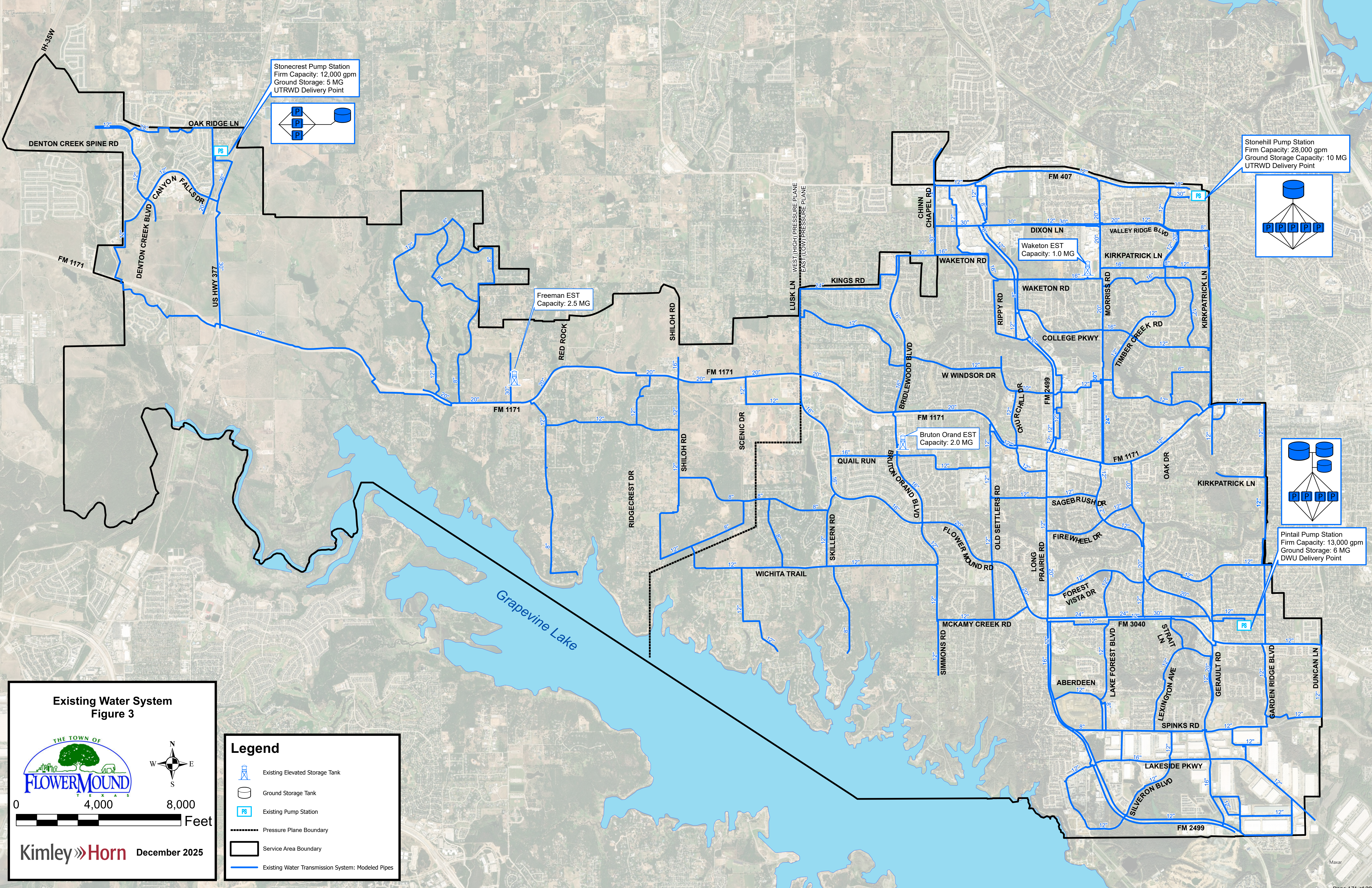
Miles

KimleyHorn

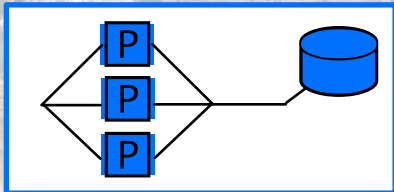
December 2025

Legend	
Flower Mound Limits	Institutional
COE	Low
Campus Commercial	Medium
Campus Industrial	Mixed Use
Canyon Falls Open Space	Office
Commercial	Office or Medium Density Residential
Commercial/Industrial	Park
Estate	Prairie Vista District
Flood Plain	ROW
Grapevine Lake	Retail
High	Rural
High Density Single Family Detached	Utility

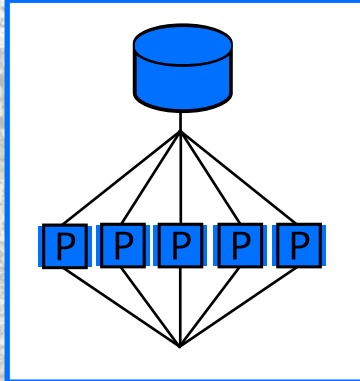
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Stonecrest Pump Station
Firm Capacity: 12,000 gpm
Ground Storage: 5 MG
UTRWD Delivery Point



Stonehill Pump Station
Firm Capacity: 28,000 gpm
Ground Storage Capacity: 10 MG
UTRWD Delivery Point

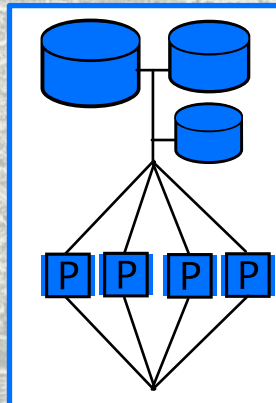


Freeman EST
Capacity: 2.5 MG

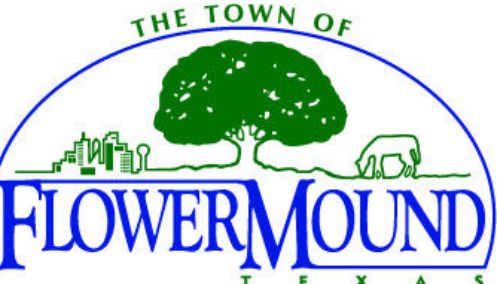
Waketon EST
Capacity: 1.0 MG

Bruton Orand EST
Capacity: 2.0 MG

Pintail Pump Station
Firm Capacity: 13,000 gpm
Ground Storage: 6 MG
DWU Delivery Point



**Existing Water System
Figure 3**



W

S

E

04,0008,000

Feet

Kimley»Horn December 2025

Legend



Existing Elevated Storage Tank



Ground Storage Tank



Existing Pump Station



Pressure Plane Boundary



Service Area Boundary



Existing Water Transmission System: Modeled Pipes

Table 3. Projected Population

Year	2025	2030	2035	Buildout
Population ¹	81,827	89,393	96,230	116,556

1. Numbers reflect population within the water service area.

3.2.1 Current Water System Demands

The current water system demands were developed by evaluating historic usage and existing demographics. Based on pumping data obtained from 2020-2024, the Town's historical high maximum day and peak hour demands, 34.73 MGD and 83.35 MGD respectively, were recorded on July 18, 2022. It should be noted that a larger peaking factor between max day and peak hour demand was observed in the 2020-2024 historical data than in the 2020 master plan study. 2024 average demand per meter (from billing data) was matched geographically to existing meters. There were some cases where meters from billing data were not matched geographically; for these meters, the applicable 2024 average account class demand was assigned. To account for the 2022 max day, demands were scaled to the 2022 average day then assigned the 2022 max day factor of 2.098. Demands for future residential developments were calculated using the average demand of 520 gallons per day per lot (gpd/lot) and an assumed lot size (shown below in square feet, or SF) for each residential density to develop a demand per acre for future residential development demand projections. Table 4 shows the resulting water demands for various residential uses.

Table 4. Residential Average Demands per Land Use Type

Land Use Type	Assumed Lot Size (SF)	Demand per Lot (gpd)	Demand (gpm/acre)
Multifamily	-	-	1.81
Existing Single Family Lot	Varies	520	-
High	8,712	520	1.81
Medium	10,980	520	1.43
Low	14,520	520	1.08
Estate	43,560 (1 acre)	520	0.36
Rural	87,120 (2 acres)	520	0.18

In 2015, the water demands for non-residential land uses were taken from the 2001 Water Master Plan then compared to historical customer usage and were determined to be appropriate apart from a few single large volume users such as Lifetime Fitness Center and Texas Health Presbyterian Hospital. In 2020, the non-residential water demands were again calibrated utilizing customer usage data from 2015-2019. The historical data showed demands differing from what was predicted in 2015 for most land use types. The model duty factors were adjusted to reflect historical data and took into consideration the top water users,

some of which were classified into their own land use types for this exercise. In 2025, this exercise was repeated utilizing customer usage data from 2020-2024. Table 4.1 shows the resulting water demands for various non-residential uses and compares to 2020 values.

Table 4.1. Non-Residential Average Demands per Land Use Type

Land Use Type	2020 Demand (gpd/acre)	2025 Demand ¹ (gpd/acre)
Mixed Use	4000	4000
Office	2625	2000
Retail	1000	1500
Commercial	2025	1800
Industrial	1300	1300
Park	250	400
Utility	200	200
Hospital	3000	3900
Institutional	150	500
School	2000	500
Presbyterian Hospital*	-	3460
Park Central*	-	3050
Lifetime Fitness	2500	2060
Rocky Point MHP*	-	2000
Timber Ridge*	-	1340
Holly Mead*	-	2330
East Bank Riverwalk*	-	2370
The Park at Flower Mound*	-	1160
Watermere at Flower Mound*	-	1030
Village Oaks MHP*	-	590

1. Unlike the 2020 model, the 2025 model did not require any manual adjustments to account for entitlements.

2. * Denotes top 10 users from 2024 Consumption Summary Report that were matched geographically in the 2025 model but were not among the top users reported in the 2020 Master Plan.

3.2.2 Projected Water System Demands

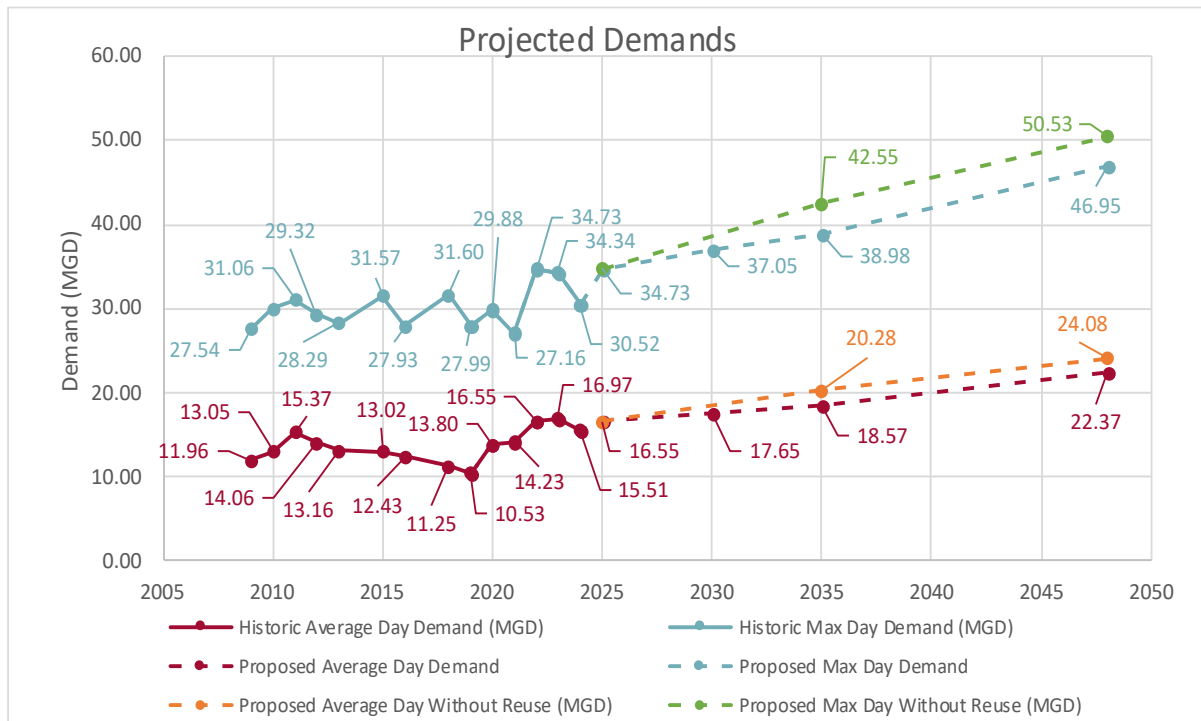
Replace Table 5 with the table below.

Table 5. Projected Water System Demands – Reuse Included

Year	2025	2030	2035	Buildout
Population	81,827	89,393	96,230	116,556
Average Day Demand (MGD)	16.55	17.65	18.57	22.37
Maximum Day Demand (MGD)	34.73	37.05	38.98	46.95

Replace Figure 5 with attached Figure 5. Note that the Table above accounts for reuse water systems being partially in service by 2030 and completely in service by 2035. Note that all future max day demands use the 2.098 max day factor which is subject to change with the implementation of the proposed reuse water systems.

Figure 5: Projected Water Demands



3.3.A Land Use (supplemental)

Kimley-Horn coordinated with the Town's Planning Department to determine projected growth rates based on phasing of known developments. These projections were used to then project water demands, and the water demands were distributed throughout the water system. Growth was evaluated for the years 2030, 2035, and buildout. This was utilized to determine projected demands for these scenarios. Reference **Figure 2** for updated land use map.

3.4 Existing Model Conversion

The previous Flower Mound hydraulic model was converted from InfoWater to InfoWater Pro, a water distribution modeling and management software that is fully integrated into ArcGIS Pro. The model was updated to include distribution piping with a diameter of 8 inches and greater. The model was prepared for extended period simulations (EPS).

4.1.1 Water Supplies

The Town is currently contracted for 11 million gallons a day (MGD) from Dallas Water Utilities and another 30 MGD from the Upper Trinity Regional Water District; however, only 10 MGD can be supplied to the west pressure plane at Stonecrest pump station. The Town currently has plans to implement reuse water systems in the Denton Creek and Lakeside Districts. These systems will decrease future potable water demand for irrigation. The projected reuse offset for the Denton Creek and Lakeside Districts has been incorporated into the future projected water demands shown in Table 5 above and Table 6 below. It should be noted that these reuse water systems are not in service at this time so the decrease in potable water demand in these areas could vary from the projections provided. Additionally, both Denton Creek and Lakeside Reuse studies project a maximum anticipated irrigation demand to conservatively size the planned infrastructure. The actual decrease in potable water demand may be greater than the projections provided. As reuse water systems come online, the decrease in potable water demand should be analyzed to determine a more accurate impact on demand. The projected ultimate maximum day demand for potable water is 46.95 MGD, which will result in a water supply deficiency of 5.95 MGD. Based on the growth projections utilized, it is estimated that the Town will exceed their currently contracted water supply by the year 2031 without the implementation of reuse water systems. With reuse implemented, the contracted water supply is not anticipated to be exceeded until the year 2037. A water supply study is recommended to investigate solutions to capture the additional 6.0 MGD of water supply.

Additional water supply may be sourced by existing wholesale suppliers or by alternative supply methods. Increasing conservation efforts can also alleviate water demands and prolong the need for increasing water supply. Expanding current reuse plans is another potential solution to alleviate max day and peak hour usage.

Table 6. Contracted Potable Water Supplies by Planning Scenario – Reuse Included

Planning Scenario	2025	2030	2035	Buildout
Projected Demands				
Average Day Demand (MGD) ¹	16.55	17.65	18.57	22.37
Maximum Day Demand (MGD) ¹	34.73	37.05	38.98	46.95
Contracted Water Supply Point				
Pintail (MGD)	11	11	11	11
Stonehill (MGD)	20	20	20	20
Stonecrest (MGD)	10	10	10	10
Future Supply (MGD)				6
Total (MG)	41	41	41	47

1. Reuse supply from Denton Creek Reuse Pump Station and Phase 1 Transmission Line Preliminary Design Report Draft prepared by Kimley-Horn and Associates, Inc. dated June 2025 and Lakeside Reuse Water Master Plan prepared by Alan Plummer Associates, Inc. dated October 2018. The reported demand accounts for a decrease in potable water demand for irrigation in the affected areas and projected phases.

4.1.2 Ground Storage

To balance supply rates with pumping rates, it is recommended that the Town continue to store approximately half of the max daily demand in ground storage. Currently the Town has 10 MG of ground storage available at the Stonehill pump station, 6 MG available at Pintail pump station, and 5 MG available at Stonecrest pump station for a total of 21 MG. With the future construction of a 5 MG ground storage tank at Stonecrest, the system will be able to store 26 MG of water which is greater than 50% of the ultimate maximum daily demand. The total storage will also satisfy TCEQ regulations requiring the system to provide a minimum of 200 gallons of storage per connection.

Table 7. Ground Storage Facilities

Planning Scenario	2025	2030	2035	Buildout
<i>Regulatory Requirements</i>				
200 gal per connection (MG)	5.37	5.78	6.22	7.53
50% MDD (MG) – Reuse Included	17.37	18.52	19.49	23.48
50% MDD (MG) – Reuse Excluded	17.37	19.32	21.28	25.27
<i>Ground Storage Tanks</i>				
Pintail (MG)	6	6	6	6
Stonehill (MG)	10	10	10	10
Stonecrest (MG)	5	10	10	10
Total (MG)	21	26	26	26

4.1.3 Elevated Storage

The Town of Flower Mound currently has 5.5 MG in elevated storage between the Bruton Orand, Waketon, and Freeman Elevated Storage Tanks. TCEQ regulation requires water systems to have 100 gallons per connection if firm pumping capacity can satisfy the 2.0 gpm per connection or peak hour demand. Additionally, it is generally accepted engineering and operational practice that water systems maintain approximately 10% of the maximum day demand in elevated storage for fire protection. This would require 4.7 MG of elevated storage.

Table 8. Elevated Storage Facilities

Planning Scenario	2025	2030	2035	Buildout
<i>Regulatory Requirements</i>				
100 gal per connection (MG)	2.68	2.89	3.11	3.77
10% MDD (MG) – Reuse Included	3.47	3.71	3.90	4.70
10% MDD (MG) – Reuse Excluded	3.47	3.86	4.26	5.05
<i>Elevated Storage Tanks</i>				
Waketon (MG)	1.0	1.0	1.0	1.0
Bruton (MG)	2.0	2.0	2.0	2.0
Freeman (MG)	2.5	2.5	2.5	2.5
Total (MG)	5.5	5.5	5.5	5.5

4.1.4 Pumping Stations

The Stonehill, Pintail, and Stonecrest pump stations currently have a combined firm pumping capacity of 53,000 gpm (76.32-MGD). TCEQ regulation requires water systems to have sufficient pumping to achieve 2.0 gpm per connection or peak hour demand. The current firm pumping capacity is not sufficient to supply the Town's peak hour demand. Expansion at Stonecrest will temporarily provide the required firm pumping capacity. Additionally, the Denton Creek and Lakeside District reuse systems are anticipated to decrease peaking factors. Once reuse data is available, it is recommended to update the peak hour projections in the next master plan update to account for decreased peaking factors for Denton and Lakeside Districts. If the system maintains the current peaking factor and achieves the project buildout peak hour demand, additional pumping improvements will be required to satisfy TCEQ regulation.

Table 9. Firm Pumping Capacity

Planning Scenario	2025	2030	2035	Buildout
Regulatory Requirements				
2 gpm per connection (MGD)	77.30	83.21	89.58	108.50
Peak Hour Demands (MGD) ¹	77.10	82.25	86.54	104.23
Peak Hour Demands (MGD) ²	77.10	85.78	94.46	112.18
AWWA Peak Hour (MGD) ³	62.51	66.69	70.16	84.51
Pump Station Firm Capacity				
Pintail (gpm)	13,000	13,000	13,000	13,000
Stonehill (gpm)	28,000	28,000	28,000	28,000
Stonecrest (gpm)	12,000	18,000	24,000	24,000
Total (gpm)	53,000	59,000	65,000	65,000
Total (MGD)	76.32	84.96	93.60	93.60

1. An exceedingly high Max Day to Peak Hour factor of 2.22 was observed in the historical data. Reuse implementation should result in a decreased Max Day to Peak Hour factor. Reuse Included.

2. Reuse excluded.

3. The American Water Work Association (AWWA) Manual M32 Figure 5 depicts a standard diurnal demand curve showing a Peak Hour factor of approximately 1.8, which is significantly lower than the observed factor of 2.22

4.2.1 System Improvements

The proposed system improvements assume the Lakeside and Denton Creek Reuse systems are completed by 2035. The proposed system improvements for the 5-year, 10-year, and buildout planning windows are presented in this section. The Proposed System Map is included in **Appendix D**. A water distribution system map showing the locations of proposed capacity capital projects is included in **Appendix E**. Projected opinions of probable construction costs are shown in **Appendix F**.

4.2.2 5-Year Capital Improvement Plan (CIP)

1. FM 1171 to HWY 377 Water Line – Phase I

Approximately 7000 LF of 16-Inch Water Line from existing Water Line near Freeman Road to existing 20-Inch Water Line near Belle Drive. This line will provide secondary transmission from the Freeman EST to the east pressure plane.

Project Cost	\$4,530,000
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2. Prairie Vista Water Lines

Approximately 10800 LF of 12-Inch & 16-Inch Water Line from existing 30-Inch Water Line near Smoot Lane to 5 Year CIP Project 4 located in Furst Ranch. This line will provide service to Furst Ranch and Prairie Vista.

Project Cost	\$5,738,000
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3. HWY 377/ UPRR Water Line – Phase II

Approximately 1300 LF of Looping 24-Inch Water Lines from sub out near Stonecrest Road to HWY 377/UPRR Water Line – Phase 3. This line will provide service to Furst Ranch and Brookview.

Project Cost	\$2,212,000
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4. Furst Ranch 12/16-Inch Water Line – Phase I

Approximately 5,800 LF of 12-Inch & 16-Inch water line from an existing 30-Inch water line along US 377 looping through the proposed Furst Ranch Phase 1 to an existing 20-Inch along FM 1171. This line will provide service to Furst Ranch and Prairie Vista.

Project Cost	\$4,142,000
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5. Bruton Orand Water Lines

Approximately 2400 LF of 16-Inch & 24-Inch Water Lines parallelling the existing Bruton Orand EST transmission mains along Bruton Orand Blvd. These lines will decrease head loss in max day demand scenarios when pumps at Stonehill and Pintail are not running.

Project Cost \$3,244,000

6. Scenic Drive 12-Inch Water Line – Phase II and Pressure Sustaining Valves

Approximately 2700 LF of 12-Inch Water Line from Scenic Drive Water Line Phase I to existing 8-Inch water line near River Hill Drive and pressure sustaining valves along boundary of east and west pressure planes. These valves will allow water to enter the east pressure plane from the west and provide water during max day demand or emergency scenarios as necessary.

Project Cost \$2,286,000

7. HWY 377/ UPRR Water Line – Phase IV

Approximately 2000 LF of 20-Inch Water Line from 24-Inch Brookview stubout to existing 20-Inch Water Line near Intersection of HWY 377 and FM 1171. This line will provide looped service to Brookview.

Project Cost \$2,181,000

8. Stonecrest Pump Station – Phase II

5.0 MG Prestressed Concrete Ground Storage Tank, 8.5 MGD Horizontal Split Case Bottom Suction Pump, 450 HP motor, electrical/SCADA improvements, and miscellaneous civil improvements. These improvements will provide necessary storage and pumping for the development of the west pressure plane.

Project Cost \$12,075,000

9. FM 407/Dixon Lane 12-Inch Water Line

Approximately 2600 LF of 12-Inch Water Line from existing 12-Inch Water Line near FM 407 to existing 12-Inch Water Line near Dixon Lane.

Project Cost \$1,532,000

4.2.3 10-Year CIP

1. Furst Ranch 16-Inch Water Line – Phase II

Approximately 4100 LF of 16-Inch Water Line from 5 Year CIP Project 2 to 5 Year CIP Project 4. This line will provide service to Furst Ranch.

Project Cost \$3,044,000

2. Furst Ranch 12-Inch Water Line – Phase II

Approximately 6100 LF of 12-Inch Water Lines from 10 Year CIP Project 1 to 5 Year CIP Project 4. This line will provide service to Furst Ranch.

Project Cost \$3,335,000

3. Furst Ranch 12-Inch Water Line – Phase III

Approximately 1300 LF of 12-Inch Water Line from existing 30-Inch Water Line near US Highway 377 to 10 Year CIP Project 1. This line will provide service to Furst ranch and Prairie Vista.

Project Cost \$1,017,000

4. FM 1171 Water Line – Phase II and Pressure Sustaining Valve

Approximately 6100 LF of 16-Inch Water Line parallel to existing 20-Inch Water Line on FM 1171. This line will provide secondary transmission from the Freeman EST to the east pressure plane.

Project Cost \$4,375,000

5. West Side Water Line (South) – Phase I

Approximately 2400 LF of 12-Inch Water line from existing 20-Inch Water Line near FM 1171 to 12-Inch Dunham Road Water Line. This line will provide service to Furst Ranch south of FM 1171.

Project Cost \$2,186,000

6. Morriss Road 20-Inch Parallel Water Lines

Approximately 1100 LF of 20-Inch Water Line from Mallard Way to FM 3040. This line will parallel an existing 16-Inch Water Line and provide secondary transmission from Pintail Pump Station to the Lakeside Business District.

Project Cost \$2,196,000

7. Kirkpatrick Lane Water Line Loop

Approximately 1000 LF of 12-Inch Water Line from existing 12-Inch Water line near Kirkpatrick Lane south of FM 1171 to existing 12-Inch Water Line near Kirkpatrick Lane west of South Garden Ridge Boulevard. This line will eliminate two dead ends in the area and improve water quality.

Project Cost \$895,000

8. Stonecrest Pump Station – Phase III

8.5 MGD Horizontal Split Case Bottom Suction Pump, 450 HP Motor, and electrical/SCADA improvements at Stonecrest Pump Station. This pump is necessary for supporting development in the west pressure plane.

Project Cost \$2,100,000

9. FM 1171 to HWY 377 Water Line – Phase III

Approximately 14100 LF of 24-Inch Water Lines parallel to existing 20-Inch Water Lines along FM 1171. These lines will provide secondary transmission from Stonecrest Pump Station to Freeman EST.

Project Cost \$13,408,000

4.2.3 Beyond 10-Year CIP

1. West Side Water Line (South) – Phase II

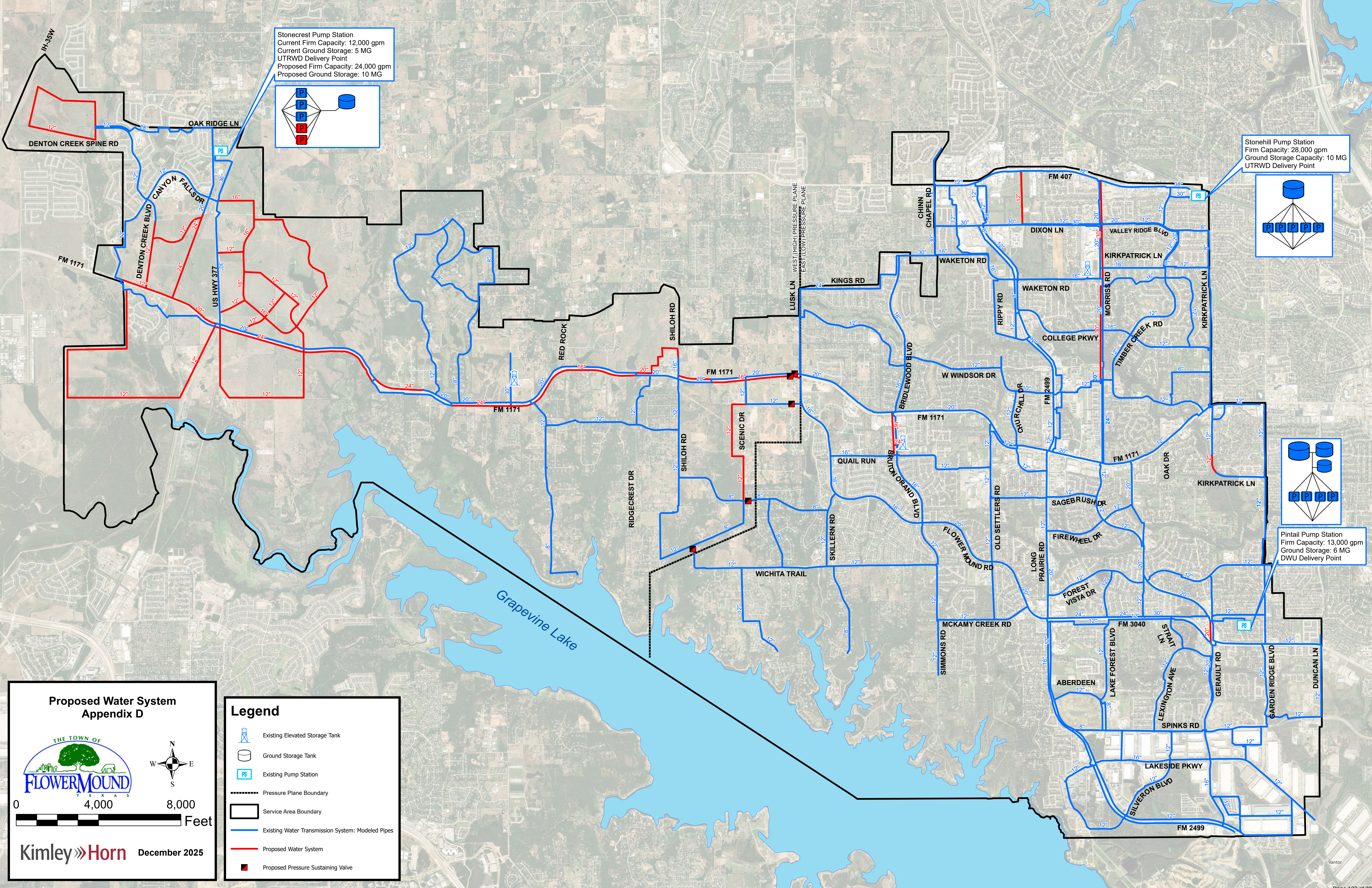
Approximately 13500 LF of 12-Inch Water Line from existing 12-Inch Water line in Trailwood to Beyond 10 Year project 3. This line will provide looping and improve water quality for the southwest portion of the system.

Project Cost \$6,473,000

2. West Side Water Line (South) – Phase III

Approximately 3900 LF of 12-Inch Water Line from existing 20-Inch Water line near intersection of HWY 377 and FM 1171 to Beyond 10 Year project 2. This line will provide looping and improve water quality for the southwest portion of the system

Project Cost \$2,347,000



Stonecrest Pump Station
Current Firm Capacity: 12,000 gpm
Current Ground Storage: 5 MG
UTRWD Delivery Point
Proposed Firm Capacity: 24,000 gpm
Proposed Ground Storage: 10 MG

Stonehill Pump Station
Firm Capacity: 28,000 gpm
Ground Storage Capacity: 10 MG
UTRWD Delivery Point

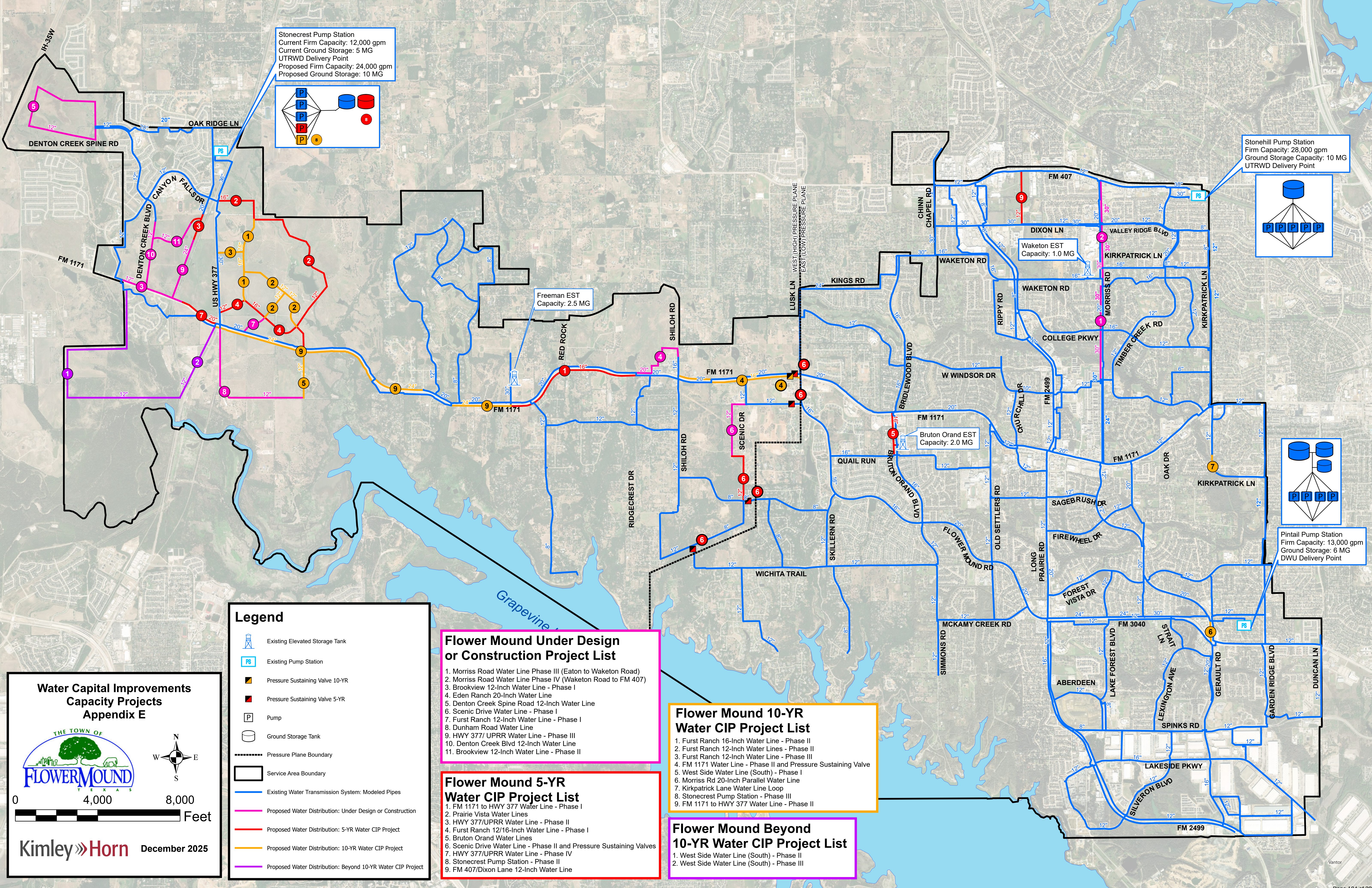
Pintail Pump Station
Firm Capacity: 13,000 gpm
Ground Storage: 6 MG
DWU Delivery Point

**Proposed Water System
Appendix D**

Kimley»Horn December 2025

Legend

- Existing Elevated Storage Tank
- Ground Storage Tank
- Existing Pump Station
- Pressure Plane Boundary
- Service Area Boundary
- Existing Water Transmission System: Modeled Pipes
- Proposed Water System
- Proposed Pressure Sustaining Valve



Stonecrest Pump Station
Current Firm Capacity: 12,000 gpm
Current Ground Storage: 5 MG
UTRWD Delivery Point
Proposed Firm Capacity: 24,000 gpm
Proposed Ground Storage: 10 MG

Stonehill Pump Station
Firm Capacity: 28,000 gpm
Ground Storage Capacity: 10 MG
UTRWD Delivery Point

Pintail Pump Station
Firm Capacity: 13,000 gpm
Ground Storage: 6 MG
DWU Delivery Point

Legend

- Existing Elevated Storage Tank
- Existing Pump Station
- Pressure Sustaining Valve 10-YR
- Pressure Sustaining Valve 5-YR
- Pump
- Ground Storage Tank
- Pressure Plane Boundary
- Service Area Boundary
- Existing Water Transmission System: Modeled Pipes
- Proposed Water Distribution: Under Design or Construction
- Proposed Water Distribution: 5-YR Water CIP Project
- Proposed Water Distribution: 10-YR Water CIP Project
- Proposed Water Distribution: Beyond 10-YR Water CIP Project

Flower Mound Under Design or Construction Project List

- Morris Road Water Line Phase III (Eaton to Waketon Road)
- Morris Road Water Line Phase IV (Waketon Road to FM 407)
- Brookview 12-Inch Water Line - Phase I
- Eden Ranch 20-Inch Water Line
- Denton Creek Spine Road 12-Inch Water Line
- Scenic Drive Water Line - Phase I
- Furst Ranch 12-Inch Water Line - Phase I
- Dunham Road Water Line
- HWY 377/ UPRR Water Line - Phase III
- Denton Creek Blvd 12-Inch Water Line
- Brookview 12-Inch Water Line - Phase II

Flower Mound 5-YR Water CIP Project List

- FM 1171 to HWY 377 Water Line - Phase I
- Prairie Vista Water Lines
- HWY 377/UPRR Water Line - Phase II
- Furst Ranch 12/16-Inch Water Line - Phase I
- Bruton Orand Water Lines
- Scenic Drive Water Line - Phase II and Pressure Sustaining Valves
- HWY 377/UPRR Water Line - Phase IV
- Stonecrest Pump Station - Phase II
- FM 407/Dixon Lane 12-Inch Water Line

Flower Mound 10-YR Water CIP Project List

- Furst Ranch 16-Inch Water Line - Phase II
- Furst Ranch 12-Inch Water Lines - Phase II
- Furst Ranch 12-Inch Water Line - Phase III
- FM 1171 Water Line - Phase II and Pressure Sustaining Valve
- West Side Water Line (South) - Phase I
- Morris Rd 20-Inch Parallel Water Line
- Kirkpatrick Lane Water Line Loop
- Stonecrest Pump Station - Phase III
- FM 1171 to HWY 377 Water Line - Phase II

Flower Mound Beyond 10-YR Water CIP Project List

- West Side Water Line (South) - Phase II
- West Side Water Line (South) - Phase III

Water Capital Improvements Capacity Projects Appendix E

0 4,000 8,000 Feet

Kimley»Horn December 2025

Appendix F

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
5-Yr-1	FM 1171 to HWY 377 Water Line - Phase I				
Project Description:	Approximately 7000 LF of 16-Inch Water Line from existing Water Line near Freeman Road to existing 20-Inch Water Line near Belle Drive. This line will provide secondary transmission from the Freeman EST to the east pressure plane.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 35,000	\$ 35,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	1.29	MI	\$ 10,000	\$ 17,900
6	16" Water Pipe	6,800	LF	\$ 275	\$ 1,870,000
7	16" Resilient Seated Gate Valve	7	EA	\$ 15,000	\$ 105,000
8	2" Combination Air Release Valve & Vault	2	EA	\$ 30,000	\$ 60,000
9	Fire Hydrant Assembly	14	EA	\$ 10,000	\$ 140,000
10	Connect to Existing Water Line (16-24")	4	EA	\$ 30,000	\$ 120,000
11	Water Line Trench Safety	6,800	LF	\$ 3	\$ 20,400
12	Hydromulch Repair	14,000	SY	\$ 3	\$ 42,000
		Subtotal:			\$ 2,935,300
☒	No Design Completed	Conting. (% , +/-) 30%			\$ 880,590
☐	Preliminary Design	Professional Services (% , +/-) 10%			\$ 293,530
☐	Final Design	Easement Acquisition			\$ 420,000
		*Total:			\$ 4,530,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	10/16/2025		
Project:	2025 Flower Mound Water Master Plan Update	Prepared By:	JBA		
KHA No.:	061000231	Checked By:	CJM		
5-Yr-2	Prairie Vista Water Lines				
Project Description:	Approximately 10800 LF of 16-Inch Water Line from existing 30-Inch Water Line near Smoot Lane to 5 Year CIP Project 4. This line will provide service to Furst Ranch and Prairie Vista.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 250,000	\$ 250,000
4	Allowance	1	LS	\$ 300,000	\$ 300,000
5	Erosion Control	2.06	MI	\$ 10,000	\$ 25,600
6	12" Water Pipe	8,720	LF	\$ 200	\$ 1,744,000
7	16" Water Pipe	2,180	LF	\$ 275	\$ 599,500
8	12" Resilient Seated Gate Valve	5	EA	\$ 7,000	\$ 35,000
9	16" Resilient Seated Gate Valve	2	EA	\$ 15,000	\$ 30,000
10	1" Combination Air Release Valve & Vault	3	EA	\$ 20,000	\$ 60,000
11	2" Combination Air Release Valve & Vault	1	EA	\$ 30,000	\$ 30,000
12	Fire Hydrant Assembly	22	EA	\$ 10,000	\$ 220,000
13	Connect to Existing Water Line (16-24")	2	EA	\$ 30,000	\$ 60,000
14	Water Line Trench Safety	10,900	LF	\$ 3	\$ 32,700
15	Hydromulch Repair	24,100	SY	\$ 3	\$ 72,300
		Subtotal:			\$ 3,634,100
☒	No Design Completed	Conting. (% ,+/-) 30%			\$ 1,090,230
☐	Preliminary Design	Professional Services (% ,+/-) 10%			\$ 363,410
☐	Final Design	Easement Acquisition			\$ 649,800
		*Total:			\$ 5,738,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
5-Yr-3	Hwy 377/UPRR Water Line - Phase II				
Project Description:	Approximately 1300 LF of 24-Inch Water Line from stub out near Stonecrest Road to HWY 377/ UPRR Water Line - Phase III. This line will provide service to Brookview and Furst Ranch.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	0.27	MI	\$ 10,000	\$ 7,700
6	24" Water Pipe	1,400	LF	\$ 400	\$ 560,000
7	24" Resilient Seated Gate Valve & Vault	4	EA	\$ 50,000	\$ 200,000
8	3" Combination Air Release Valve & Vault	1	EA	\$ 40,000	\$ 40,000
9	Blow Off Valve & Vault	1	EA	\$ 30,000	\$ 30,000
10	Connect to Existing Water Line (16-24")	3	EA	\$ 30,000	\$ 90,000
11	Water Line Trench Safety	1,400	LF	\$ 3	\$ 4,200
12	Hydromulch Repair	4,400	SY	\$ 3	\$ 13,200
		Subtotal:			\$ 1,495,100
☒	No Design Completed	Conting. (% ,+/-) 30%			\$ 448,530
☐	Preliminary Design	Professional Services (% ,+/-) 10%			\$ 149,510
☐	Final Design	Easement Acquisition			\$ 117,900
		*Total:			\$ 2,212,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
5-Yr-4	Furst Ranch 12/16-Inch Water Line - Phase I				
Project Description:	Approximately 5800 LF of Looping 12 & 16-Inch Water Lines near US Highway 377 and FM 1171. This line will provide service to Furst Ranch.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	1.10	MI	\$ 10,000	\$ 16,000
6	16" Water Pipe	5,800	LF	\$ 275	\$ 1,595,000
7	16" Resilient Seated Gate Valve	9	EA	\$ 15,000	\$ 135,000
8	2" Combination Air Release Valve & Vault	2	EA	\$ 30,000	\$ 60,000
9	Fire Hydrant Assembly	12	EA	\$ 10,000	\$ 120,000
10	Connect to Existing Water Line (16-24")	6	EA	\$ 30,000	\$ 180,000
11	Water Line Trench Safety	5,800	LF	\$ 3	\$ 17,400
12	Hydromulch Repair	12,800	SY	\$ 3	\$ 38,400
		Subtotal:			\$ 2,711,800
☒	No Design Completed	Conting. (% , +/-) 30%			\$ 813,540
☐	Preliminary Design	Professional Services (% , +/-) 10%			\$ 271,180
☐	Final Design	Easement Acquisition			\$ 345,300
		*Total:			\$ 4,142,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
5-Yr-5	Bruton Orand Water Lines				
Project Description:	Approximately 2400 LF of Parallel 16 & 24-Inch Water Lines parallel to existing Bruton Orand EST transmission mains. These lines will decrease headloss in max day demand scenarios.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 35,000	\$ 35,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	0.38	MI	\$ 10,000	\$ 8,800
6	16" Water Pipe	2,000	LF	\$ 275	\$ 550,000
7	30" Casing BOTOc w/16" Carrier Pipe	150	LF	\$ 1,700	\$ 255,000
8	42" Casing BOTOc w/24" Carrier Pipe	200	LF	\$ 2,400	\$ 480,000
9	16" Resilient Seated Gate Valve	5	EA	\$ 15,000	\$ 75,000
10	2" Combination Air Release Valve & Vault	1	EA	\$ 30,000	\$ 30,000
11	Fire Hydrant Assembly	4	EA	\$ 10,000	\$ 40,000
12	Connect to Existing Water Line (16-24")	4	EA	\$ 30,000	\$ 120,000
13	Water Line Trench Safety	2,000	LF	\$ 3	\$ 6,000
14	Hydromulch Repair	4,400	SY	\$ 3	\$ 13,200
15	Pavement Repair	600	SY	\$ 125	\$ 75,000
				Subtotal:	\$ 2,213,000
☒	No Design Completed			Conting. (% ,+/-)	30%
☐	Preliminary Design			Professional Services (% ,+/-)	10%
☐	Final Design			Easement Acquisition	
				*Total:	\$ 3,244,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client: Town of Flower Mound		Date: 10/16/2025			
Project: 2025 Flower Mound Water Master Plan Update		Prepared By: JBA			
KHA No.: 061000231		Checked By: CJM			
5-Yr-6 Scenic Drive Water Line - Phase II and Pressure Sustaining Valves					
Project Description: Approximately 2700 LF of 12-Inch Water Line from Scenic Drive Water Line Phase I to existing 8-Inch water line near River Hill Drive and pressure sustaining valves along boundary of east and west pressure planes. These valves will allow water to enter the east pressure plane from the west and provide water during max day demand scenarios.					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	0.53	MI	\$ 10,000	\$ 10,300
6	12" Water Pipe	2,800	LF	\$ 200	\$ 560,000
7	12" Resilient Seated Gate Valve	4	EA	\$ 7,000	\$ 28,000
8	1" Combination Air Release Valve & Vault	1	EA	\$ 20,000	\$ 20,000
9	Pressure Sustaining Valve	4	EA	\$ 60,000	\$ 240,000
10	Fire Hydrant Assembly	6	EA	\$ 10,000	\$ 60,000
11	Connect to Existing Water Line (<16")	2	EA	\$ 10,000	\$ 20,000
12	Water Line Trench Safety	2,800	LF	\$ 3	\$ 8,400
13	Hydromulch Repair	6,100	SY	\$ 3	\$ 18,300
				Subtotal:	
				\$ 1,515,000	
☒ No Design Completed				Conting. (% , +/-) 30%	
				\$ 454,500	
☐ Preliminary Design				Professional Services (% , +/-) 10%	
				\$ 151,500	
☐ Final Design				Easement Acquisition	
				\$ 164,700	
				*Total:	
				\$ 2,286,000	
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
5-Yr-7	HWY 377/UPRR Water Line - Phase IV				
Project Description:	Approximately 2000 LF of 20-Inch Water line from 24-Inch Brookview stubout to existing 20-Inch Water Line near Intersection of HWY 377 and FM 1171				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	0.38	MI	\$ 10,000	\$ 8,800
6	20" Water Pipe	2,000	LF	\$ 350	\$ 700,000
7	20" Resilient Seated Gate Valve	3	EA	\$ 25,000	\$ 75,000
8	2" Combination Air Release Valve & Vault	1	EA	\$ 30,000	\$ 30,000
9	Blow Off Valve & Vault	1	EA	\$ 30,000	\$ 30,000
10	Connect to Existing Water Line (16-24")	2	EA	\$ 30,000	\$ 60,000
11	Water Line Trench Safety	2,000	LF	\$ 3	\$ 6,000
12	Hydromulch Repair	4,400	SY	\$ 3	\$ 13,200
		Subtotal:			\$ 1,473,000
☒	No Design Completed	Conting. (%,+/-) 30%			\$ 441,900
☐	Preliminary Design	Professional Services (%,+/-) 10%			\$ 147,300
☐	Final Design	Easement Acquisition			\$ 118,200
		*Total:			\$ 2,181,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost				
Client:	Town of Flower Mound	Date:	10/21/2025			
Project:	Flower Mound Water Master Plan Update	Prepared By:	JBA			
KHA No.:	061000231	Checked By:	CJM			
5-Yr-8	Stonecrest Pump Station - Phase II					
Project Description:	5.0 MG Prestressed Concrete Ground Storage Tank and 8.5 MGD Horizontal Split Case Bottom Suction Pump and 450 HP motor.					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
1	Mobilization	1	LS	\$ 300,000	\$ 300,000	
2	Miscellaneous	1	LS	\$ 500,000	\$ 500,000	
3	Allowance	1	LS	\$ 300,000	\$ 300,000	
4	Erosion Control and SWPPP	1	LS	\$ 25,000	\$ 25,000	
5	5.0 MG Prestressed Concrete Ground Storage Tank	1	EA	\$ 5,000,000	\$ 5,000,000	
6	36" Supply Yard Piping	300	LF	\$ 1,000	\$ 300,000	
7	42" Discharge Yard Piping	300	LF	\$ 1,500	\$ 450,000	
8	8.5 MGD Horizontal Split Case Bottom Suction Pump and 450 HP Moto	1	EA	\$500,000	\$ 500,000	
9	Pump Station Mechanical Piping and Valves	1	LS	\$ 100,000	\$ 100,000	
10	Electrical and SCADA - PS	1	LS	\$ 750,000	\$ 750,000	
11	36" Resilient Seated Gate Valve & Vault	1	EA	\$100,000	\$ 100,000	
12	42" Resilient Seated Gate Valve & Vault	1	EA	\$150,000	\$ 150,000	
13	Site Work - PS	1	LS	\$ 150,000	\$ 150,000	
Subtotal:					\$ 8,625,000	
☒	No Design Completed	Conting. (%,+/-)			30%	\$ 2,587,500
☐	Preliminary Design	Professional Services (%,+/-)			10%	\$ 862,500
☐	Final Design	Property Purchase				
Total:					\$ 12,075,000	
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.						

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost		
Client:	Town of Flower Mound		Date:	12/10/2025		
Project:	2025 Flower Mound Water Master Plan Update		Prepared By:	JBA		
KHA No.:	061000231		Checked By:	CJM		
5-Yr-9	FM 407/Dixon Lane 12-Inch Water Line					
Project Description:	Approximately 2600 LF of 12-Inch Water Line from existing 12-Inch Water Line near FM 407 to existing 12-Inch Water Line near Dixon Lane.					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
1	Mobilization	1	LS	\$ 75,000	\$ 75,000	
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000	
3	Miscellaneous	1	LS	\$ 100,000	\$ 100,000	
4	Allowance	1	LS	\$ 100,000	\$ 100,000	
5	Erosion Control	0.49	MI	\$ 10,000	\$ 9,900	
6	12" Water Pipe	2,600	LF	\$ 200	\$ 520,000	
7	12" Resilient Seated Gate Valve	4	EA	\$ 7,000	\$ 28,000	
8	1" Combination Air Release Valve & Vault	1	EA	\$ 20,000	\$ 20,000	
9	Fire Hydrant Assembly	6	EA	\$ 10,000	\$ 60,000	
10	Connect to Existing Water Line (<16")	2	EA	\$ 10,000	\$ 20,000	
11	Water Line Trench Safety	2,600	LF	\$ 3	\$ 7,800	
12	Hydromulch Repair	5,800	SY	\$ 3	\$ 17,400	
		Subtotal:			\$ 983,100	
☒	No Design Completed	Conting. (%,+/-)			30%	\$ 294,930
☐	Preliminary Design	Professional Services (%,+/-)			10%	\$ 98,310
☐	Final Design	Easement Acquisition				\$ 154,800
		*Total:			\$ 1,532,000	
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.						

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
10-Yr-1	Furst Ranch 16-Inch Water Line - Phase II				
Project Description:	Approximately 4100 LF of 16-Inch Water Line from 5 Year CIP Project 2 to 5 Year CIP Project 4. This line will provide service to Furst Ranch.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	0.78	MI	\$ 10,000	\$ 12,800
6	16" Water Pipe	4,100	LF	\$ 275	\$ 1,127,500
7	16" Resilient Seated Gate Valve	6	EA	\$ 15,000	\$ 90,000
8	2" Combination Air Release Valve & Vault	2	EA	\$ 30,000	\$ 60,000
9	Connect to Existing Water Line (16-24")	4	EA	\$ 30,000	\$ 120,000
10	Water Line Trench Safety	4,100	LF	\$ 3	\$ 12,300
11	Hydromulch Repair	9,100	SY	\$ 3	\$ 27,300
		Subtotal:			\$ 1,999,900
☒	No Design Completed	Conting. (% ,+/-) 30%			\$ 599,970
☐	Preliminary Design	Professional Services (% ,+/-) 10%			\$ 199,990
☐	Final Design	Easement Acquisition			\$ 243,600
		*Total:			\$ 3,044,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
10-Yr-2	Furst Ranch 12-Inch Water Lines - Phase II				
Project Description:	Approximately 6100 LF of 12-Inch Water Lines from 10 Year CIP Project 1 to 5 Year CIP Project 4. This line will provide service to Furst Ranch.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	1.16	MI	\$ 10,000	\$ 16,600
6	12" Water Pipe	6,100	LF	\$ 200	\$ 1,220,000
7	12" Resilient Seated Gate Valve	8	EA	\$ 7,000	\$ 56,000
8	1" Combination Air Release Valve & Vault	2	EA	\$ 20,000	\$ 40,000
9	Fire Hydrant Assembly	13	EA	\$ 10,000	\$ 130,000
10	Connect to Existing Water Line (<16")	5	EA	\$ 10,000	\$ 50,000
11	Water Line Trench Safety	6,100	LF	\$ 3	\$ 18,300
12	Hydromulch Repair	13,500	SY	\$ 3	\$ 40,500
Subtotal:					\$ 2,121,400
☒	No Design Completed	Conting. (%,+/-) 30%			\$ 636,420
☐	Preliminary Design	Professional Services (%,+/-) 10%			\$ 212,140
☐	Final Design	Easement Acquisition			\$ 364,200
*Total:					\$ 3,335,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound	Date:	10/16/2025		
Project:	2025 Flower Mound Water Master Plan Update	Prepared By:	JBA		
KHA No.:	061000231	Checked By:	CJM		
10-Yr-3	Furst Ranch 12-Inch Water Line - Phase III				
Project Description:	Approximately 1300 LF of 12-Inch Water Line from existing 30-Inch Water Line near US Highway 377 to 10 Year CIP Project 1. This line will provide service to Furst ranch and Prairie Vista.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 75,000	\$ 75,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
4	Allowance	1	LS	\$ 100,000	\$ 100,000
5	Erosion Control	0.25	MI	\$ 10,000	\$ 7,500
6	12" Water Pipe	1,300	LF	\$ 200	\$ 260,000
7	12" Resilient Seated Gate Valve	3	EA	\$ 7,000	\$ 21,000
8	1" Combination Air Release Valve & Vault	1	EA	\$ 20,000	\$ 20,000
9	Fire Hydrant Assembly	3	EA	\$ 10,000	\$ 30,000
10	Connect to Existing Water Line (<16")	2	EA	\$ 10,000	\$ 20,000
11	Water Line Trench Safety	1,300	LF	\$ 3	\$ 3,900
12	Hydromulch Repair	2,900	SY	\$ 3	\$ 8,700
		Subtotal:			\$ 671,100
☒	No Design Completed	Conting. (%, +/-) 30%			\$ 201,330
☐	Preliminary Design	Professional Services (%, +/-) 10%			\$ 67,110
☐	Final Design	Easement Acquisition			\$ 77,100
		*Total:			\$ 1,017,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	10/16/2025		
Project:	2025 Flower Mound Water Master Plan Update	Prepared By:	JBA		
KHA No.:	061000231	Checked By:	CJM		
10-Yr-4	FM 1171 Water Line - Phase II and Pressure Sustaining Valve				
Project Description:	Approximately 6100 LF of 16-Inch Water Line parallel to existing 20-Inch Water Line on FM 1171. This line will provide secondary transmission from the Freeman EST to the east pressure plane.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 35,000	\$ 35,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	1.17	MI	\$ 10,000	\$ 16,700
6	16" Water Pipe	6,200	LF	\$ 275	\$ 1,705,000
7	16" Resilient Seated Gate Valve	8	EA	\$ 15,000	\$ 120,000
8	2" Combination Air Release Valve & Vault	2	EA	\$ 30,000	\$ 60,000
9	Pressure Sustaining Valve	1	EA	\$ 60,000	\$ 60,000
10	Fire Hydrant Assembly	13	EA	\$ 10,000	\$ 130,000
11	Connect to Existing Water Line (16-24")	5	EA	\$ 30,000	\$ 150,000
12	Water Line Trench Safety	6,200	LF	\$ 3	\$ 18,600
13	Hydromulch Repair	13,700	SY	\$ 3	\$ 41,100
		Subtotal:			\$ 2,861,400
☒ No Design Completed		Conting. (%,+/-) 30%			\$ 858,420
☐ Preliminary Design		Professional Services (%,+/-) 10%			\$ 286,140
☐ Final Design		Easement Acquisition			\$ 368,400
		*Total:			\$ 4,375,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	10/16/2025		
Project:	2025 Flower Mound Water Master Plan Update	Prepared By:	JBA		
KHA No.:	061000231	Checked By:	CJM		
10-Yr-5	West Side Water Line (South) - Phase I				
Project Description:	Approximately 2400 LF of 12-Inch Water line from existing 20-Inch Water Line near FM 1171 to Dunham Road Water Line. This line will provide service to Furst Ranch south of FM 1171.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 35,000	\$ 35,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	0.42	MI	\$ 10,000	\$ 9,200
6	12" Water Pipe	2,200	LF	\$ 200	\$ 440,000
7	24" Casing BOTOE w/12" Carrier Pipe	200	LF	\$ 1,400	\$ 280,000
8	12" Resilient Seated Gate Valve	3	EA	\$ 7,000	\$ 21,000
9	1" Combination Air Release Valve & Vault	1	EA	\$ 20,000	\$ 20,000
10	Fire Hydrant Assembly	5	EA	\$ 10,000	\$ 50,000
11	Connect to Existing Water Line (<16")	2	EA	\$ 10,000	\$ 20,000
12	Water Line Trench Safety	2,200	LF	\$ 3	\$ 6,600
13	Hydromulch Repair	4,800	SY	\$ 3	\$ 14,400
14	Pavement Repair	300	SY	\$ 125	\$ 37,500
		Subtotal:			\$ 1,458,700
☒ No Design Completed		Conting. (%, +/-) 30%			\$ 437,610
☐ Preliminary Design		Professional Services (%, +/-) 10%			\$ 145,870
☐ Final Design		Easement Acquisition			\$ 143,100
		*Total:			\$ 2,186,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
10-Yr-6	Morriss Rd 20-Inch Parallel Water Lines				
Project Description:	Approximately 1100 LF of 20-Inch Water Line from Mallard Way to FM 3040. This line will parallel an existing 16-Inch Water Line and provide secondary transmission from Pintail Pump Station to the Lakeside Business District.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 35,000	\$ 35,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	0.17	MI	\$ 10,000	\$ 6,700
6	20" Water Pipe	900	LF	\$ 350	\$ 315,000
7	36" Casing BOTOE w/20" Carrier Pipe	200	LF	\$ 2,000	\$ 400,000
8	20" Resilient Seated Gate Valve	3	EA	\$ 25,000	\$ 75,000
9	2" Combination Air Release Valve & Vault	1	EA	\$ 30,000	\$ 30,000
10	Blow Off Valve & Vault	1	EA	\$ 30,000	\$ 30,000
11	Connect to Existing Water Line (16-24")	2	EA	\$ 30,000	\$ 60,000
12	Water Line Trench Safety	900	LF	\$ 3	\$ 2,700
13	Hydromulch Repair	1,900	SY	\$ 3	\$ 5,700
14	Pavement Repair	300	SY	\$ 125	\$ 37,500
		Subtotal:			\$ 1,522,600
☒ No Design Completed		Conting. (%,+/-) 30%			\$ 456,780
☐ Preliminary Design		Professional Services (%,+/-) 10%			\$ 152,260
☐ Final Design		Easement Acquisition			\$ 63,900
		*Total:			\$ 2,196,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
10-Yr-7	Kirkpatrick Lane Water Line Loop				
Project Description:	Approximately 1000 LF of 12-Inch Water Line from existing 12-Inch Water line near Kirkpatrick Lane south of FM 1171 to existing 12-Inch Water Line near Kirkpatrick Lane west of South Garden Ridge Boulevard. This line will eliminate two dead ends in the area and improve water quality.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 75,000	\$ 75,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
4	Allowance	1	LS	\$ 100,000	\$ 100,000
5	Erosion Control	0.19	MI	\$ 10,000	\$ 6,900
6	12" Water Pipe	1,000	LF	\$ 200	\$ 200,000
7	12" Resilient Seated Gate Valve	3	EA	\$ 7,000	\$ 21,000
8	1" Combination Air Release Valve & Vault	1	EA	\$ 20,000	\$ 20,000
9	Fire Hydrant Assembly	2	EA	\$ 10,000	\$ 20,000
10	Connect to Existing Water Line (<16")	2	EA	\$ 10,000	\$ 20,000
11	Water Line Trench Safety	1,000	LF	\$ 3	\$ 3,000
12	Hydromulch Repair	2,200	SY	\$ 3	\$ 6,600
		Subtotal:			\$ 597,500
☒	No Design Completed	Conting. (% , +/-) 30%			\$ 179,250
☐	Preliminary Design	Professional Services (% , +/-) 10%			\$ 59,750
☐	Final Design	Easement Acquisition			\$ 57,900
		*Total:			\$ 895,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	10/21/2025		
Project:	Flower Mound Water Master Plan Update	Prepared By:	JBA		
KHA No.:	061000231	Checked By:	CJM		
10-Yr-8	Stonecrest Pump Station - Phase III				
Project Description:	8.5 MGD Horizontal Split Case Bottom Suction Pump and 450 HP Motor				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Miscellaneous	1	LS	\$ 150,000	\$ 150,000
3	Allowance	1	LS	\$ 100,000	\$ 100,000
4	8.5 MGD Horizontal Split Case Bottom Suction Pump and 450 HP Moto	1	EA	\$ 500,000	\$ 500,000
5	Pump Station Mechanical Piping and Valves	1	LS	\$ 100,000	\$ 100,000
6	Electrical and SCADA - PS	1	LS	\$ 500,000	\$ 500,000
		Subtotal:			\$ 1,500,000
☒	No Design Completed	Conting. (%,+/-)			30% \$ 450,000
☐	Preliminary Design	Professional Services (%,+/-)			10% \$ 150,000
☐	Final Design				
		Total:			\$ 2,100,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
10-Yr-9	FM 1171 to HWY 377 Water Line - Phase II				
Project Description:	Approximately 14100 LF of 24-Inch Water Lines parallel to existing 20-Inch Water Lines along FM 1171. These lines will provide secondary transmission from Stonecrest Pump Station to Freeman EST.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 300,000	\$ 300,000
2	Traffic Control	1	LS	\$ 35,000	\$ 35,000
3	Miscellaneous	1	LS	\$ 250,000	\$ 250,000
4	Allowance	1	LS	\$ 300,000	\$ 300,000
5	Erosion Control	2.65	MI	\$ 10,000	\$ 31,500
6	24" Water Pipe	14,000	LF	\$ 400	\$ 5,600,000
7	42" Casing BOTOE w/24" Carrier Pipe	200	LF	\$ 2,400	\$ 480,000
8	24" Resilient Seated Gate Valve & Vault	12	EA	\$ 50,000	\$ 600,000
9	3" Combination Air Release Valve & Vault	7	EA	\$ 40,000	\$ 280,000
10	Blow Off Valve & Vault	4	EA	\$ 30,000	\$ 120,000
11	Connect to Existing Water Line (16-24")	9	EA	\$ 30,000	\$ 270,000
12	Water Line Trench Safety	14,000	LF	\$ 3	\$ 42,000
13	Hydromulch Repair	42,200	SY	\$ 3	\$ 126,600
14	Pavement Repair	1,900	SY	\$ 125	\$ 237,500
Subtotal:					\$ 8,672,600
☒ No Design Completed					Conting. (%,+/-) 30% \$ 2,601,780
☐ Preliminary Design					Professional Services (%,+/-) 10% \$ 867,260
☐ Final Design					Easement Acquisition \$ 1,265,700
*Total:					\$ 13,408,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound			Date:	10/16/2025
Project:	2025 Flower Mound Water Master Plan Update			Prepared By:	JBA
KHA No.:	061000231			Checked By:	CJM
BO-1	West Side Water Line (South) - Phase II				
Project Description:	Approximately 13500 LF of 12-Inch Water Line from existing 12-Inch Water line in Trailwood to Beyond 10 Year project 3. This line will provide looping and improve water quality for the southwest portion of the system.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 250,000	\$ 250,000
4	Allowance	1	LS	\$ 300,000	\$ 300,000
5	Erosion Control	2.58	MI	\$ 10,000	\$ 30,800
6	12" Water Pipe	13,600	LF	\$ 200	\$ 2,720,000
7	12" Resilient Seated Gate Valve	8	EA	\$ 7,000	\$ 56,000
8	1" Combination Air Release Valve & Vault	4	EA	\$ 20,000	\$ 80,000
9	Fire Hydrant Assembly	28	EA	\$ 10,000	\$ 280,000
10	Connect to Existing Water Line (<16")	2	EA	\$ 10,000	\$ 20,000
11	Water Line Trench Safety	13,600	LF	\$ 3	\$ 40,800
12	Hydromulch Repair	30,100	SY	\$ 3	\$ 90,300
		Subtotal:			\$ 4,042,900
☒	No Design Completed	Conting. (% , +/-) 30%			\$ 1,212,870
☐	Preliminary Design	Professional Services (% , +/-) 10%			\$ 404,290
☐	Final Design	Easement Acquisition			\$ 812,400
		*Total:			\$ 6,473,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

Kimley-Horn & Associates, Inc.				Opinion of Probable Construction Cost	
Client:	Town of Flower Mound		Date:	10/16/2025	
Project:	2025 Flower Mound Water Master Plan Update		Prepared By:	JBA	
KHA No.:	061000231		Checked By:	CJM	
BO-2	West Side Water Line (South) - Phase III				
Project Description:	Approximately 3900 LF of 12-Inch Water Line from existing 20-Inch Water line near intersection of HWY 377 and FM 1171 to Beyond 10 Year project 2. This line will provide looping and improve water quality for the southwest portion of the system.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 150,000
2	Traffic Control	1	LS	\$ 25,000	\$ 25,000
3	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
4	Allowance	1	LS	\$ 200,000	\$ 200,000
5	Erosion Control	0.74	MI	\$ 10,000	\$ 12,400
6	12" Water Pipe	3,900	LF	\$ 200	\$ 780,000
7	12" Resilient Seated Gate Valve	4	EA	\$ 7,000	\$ 28,000
8	1" Combination Air Release Valve & Vault	1	EA	\$ 20,000	\$ 20,000
9	Fire Hydrant Assembly	8	EA	\$ 10,000	\$ 80,000
10	Connect to Existing Water Line (<16")	2	EA	\$ 10,000	\$ 20,000
11	Water Line Trench Safety	3,900	LF	\$ 3	\$ 11,700
12	Hydromulch Repair	8,600	SY	\$ 3	\$ 25,800
		Subtotal:			\$ 1,527,900
☒	No Design Completed	Conting. (%,+/-)			30% \$ 458,370
☐	Preliminary Design	Professional Services (%,+/-)			10% \$ 152,790
☐	Final Design	Easement Acquisition			\$ 231,300
		*Total:			\$ 2,371,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$1,000.					

TABLE OF CONTENTS

8.0 WATER PLAN8.1 - 8.3

- TCEQ Requirements
- Water Supplies
- Ground Storage
- Elevated Storage
- Pumping Stations
- Distribution System
- Denton Creek Reuse Water Master Plan
- Lakeside Reuse Water Master Plan

Existing & Proposed Water Distribution System Appendix

8.0 WATER PLAN

The existing and proposed components of the water system were evaluated in detail and are included in the 2009 Water Master Plan prepared by Kellogg Brown & Root, Inc. and adopted by the Town Council on May 4, 2009. The Town of Flower Mound (Town) has retained Kimley-Horn to update the Town's water model and Water Master Plan for the year 2025. Kimley-Horn utilized the model prepared by KBR in 2009 and subsequently updated by Kimley-Horn in 2015 and in 2020. The 2025 master plan updated the 2020 model based on current water demands, demographics, future land uses and growth projections. The following components of the water system have been evaluated:

- Water Supplies
- Ground Storage
- Elevated Storage
- Pumping Stations
- Distribution System

TCEQ (Texas Commission on Environmental Quality)

Chapter 290 of the Texas Commission of Environmental Quality Rules and Regulations, "Public Drinking Water," mandates the minimum requirements for water systems operation in the State of Texas.

The minimum requirements are as follows:

- Total Storage – Equal to 200 gallons per connection.
- Elevated Storage – Equal to 100 gallons per connection.
- Pressure – Minimum pressure under normal conditions should exceed 35 psi while pressure during extremes may not drop below 20 psi.
- Pumping – each pressure plane must have two or more pumps capable of delivering two gallons per minutes (GPM) per connection (a capacity of 1000 gallons per minute), and the ability to supply peak demands, whichever is less.

Water Supplies

The Town of Flower Mound receives their treated water from UTRWD and DWU. Water is supplied from the UTRWD at the Stonehill Pump Station and Stonecrest Pump Station for a total of 30 million gallons per day (MGD). Water is supplied from DWU at the Pintail Pump Station for a total of 11 MGD. The total contracted supply available to the Town is 41 MGD. This total contracted supply is required to be greater than the maximum day of demand.

Ground Storage

The Town currently has 21 million gallons (MG) of ground storage located between the three existing pump stations. The next phase of construction at Stonecrest pump station will increase the station's storage capacity by 5 MG, bringing the total ground storage to 26 MG.

Elevated Storage

The Town currently has three elevated storage tanks (EST): Bruton Orand, Waketon, and Freeman. These tanks provide 5.5 MG of storage. The Freeman tank serves the western portion of the Town, but due to its height it can serve the eastern portion of Town if either of the other two tanks need to be serviced.

The Texas Commission on Environmental Quality (TCEQ) Chapter 290 requires a minimum of 100 gallons of elevated storage per connection if 2.0 gpm/connection or peak hour is provided in pumping capacity. With the current 5.5 MG of elevated storage available, the Town's system has the capacity to serve up to 55,000 water connections. As of February 2025, the Town served 26,448 connections. The regulation does not account for the operational use of the elevated tanks, so the actual capacity of the elevated storage may be less than 55,000 connections. Connections versus storage will need to be evaluated as the Town continues to develop.

Pumping Stations

The Town currently supplies treated water from three pumping stations, Stonehill, Pintail, and Stonecrest. The Stonehill pump station has a firm capacity of 28,000 gallons per minute (gpm), Pintail pump station has a firm capacity of 13,000 gpm, and Stonecrest pump station has a firm capacity of 12,000 gpm. The existing total firm capacity of all three pump stations is 53,000 gpm. Stonecrest will have an ultimate firm capacity of 24,000 gpm once phases two and three are complete which will increase the system firm capacity to 65,000 gpm. This permits the Town to serve up to 32,500 connections. Currently, peak hour at buildout would be greater than the firm pumping capacity, however, the implementation of the Lakeside and Denton Creek reuse water systems may lower the peak hour demand. Further analysis of the peak hour demand after reuse systems are implemented is recommended in future master plan updates.

Distribution System

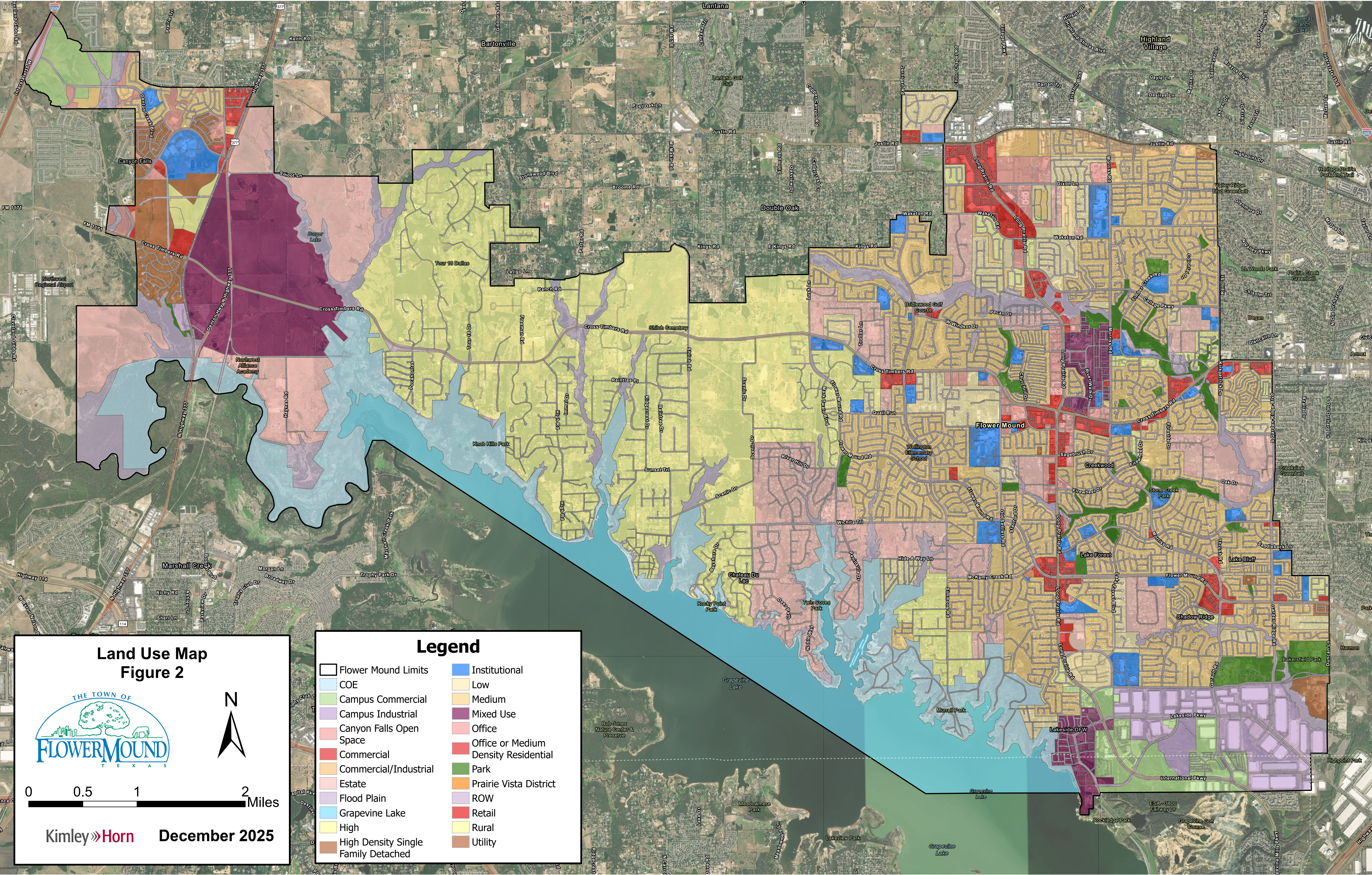
The Town's water system is divided into two pressure planes, east and west. The west pressure plane, which operates at a higher pressure plane elevation, is served by the Freeman elevated storage tank and the Stonecrest pump station. The east pressure plane, which operates at a lower pressure plane elevation, is served by the Stonehill and Pintail pump stations, the Bruton Orand elevated storage tank, and the Waketon elevated storage tank. Pressure sustaining valves are recommended along the pressure plane boundary to allow the west pressure plane to supplement the east pressure plane, creating one town encompassing pressure plane, as necessary.

Denton Creek Reuse Water Master Plan

The Town has adopted the Denton Creek Reuse Water Master Plan prepared by Kimley-Horn and Associates, Inc. to meet the Town's reuse water system infrastructure needs. The Reuse Water Master Plan document provides a strategic plan for the Town's reuse water distribution system within certain areas of the Town. The document serves as a planning tool for current and future needs by projecting reuse water system demands, identifying the resulting required infrastructure, and developing a list of recommended capital improvements.

Lakeside Reuse Water Master Plan

The Town has adopted the Lakeside Reuse Water Master Plan prepared by Alan Plummer Associates, Inc. to meet the Town's reuse water system infrastructure needs. The Reuse Water Master Plan document provides a strategic plan for the Town's reuse water distribution system within certain areas of the Town. The document serves as a planning tool for current and future needs by projecting reuse water system demands, identifying the resulting required infrastructure, and developing a list of recommended capital improvements.



Land Use Map

Figure 2

0

0.5

1

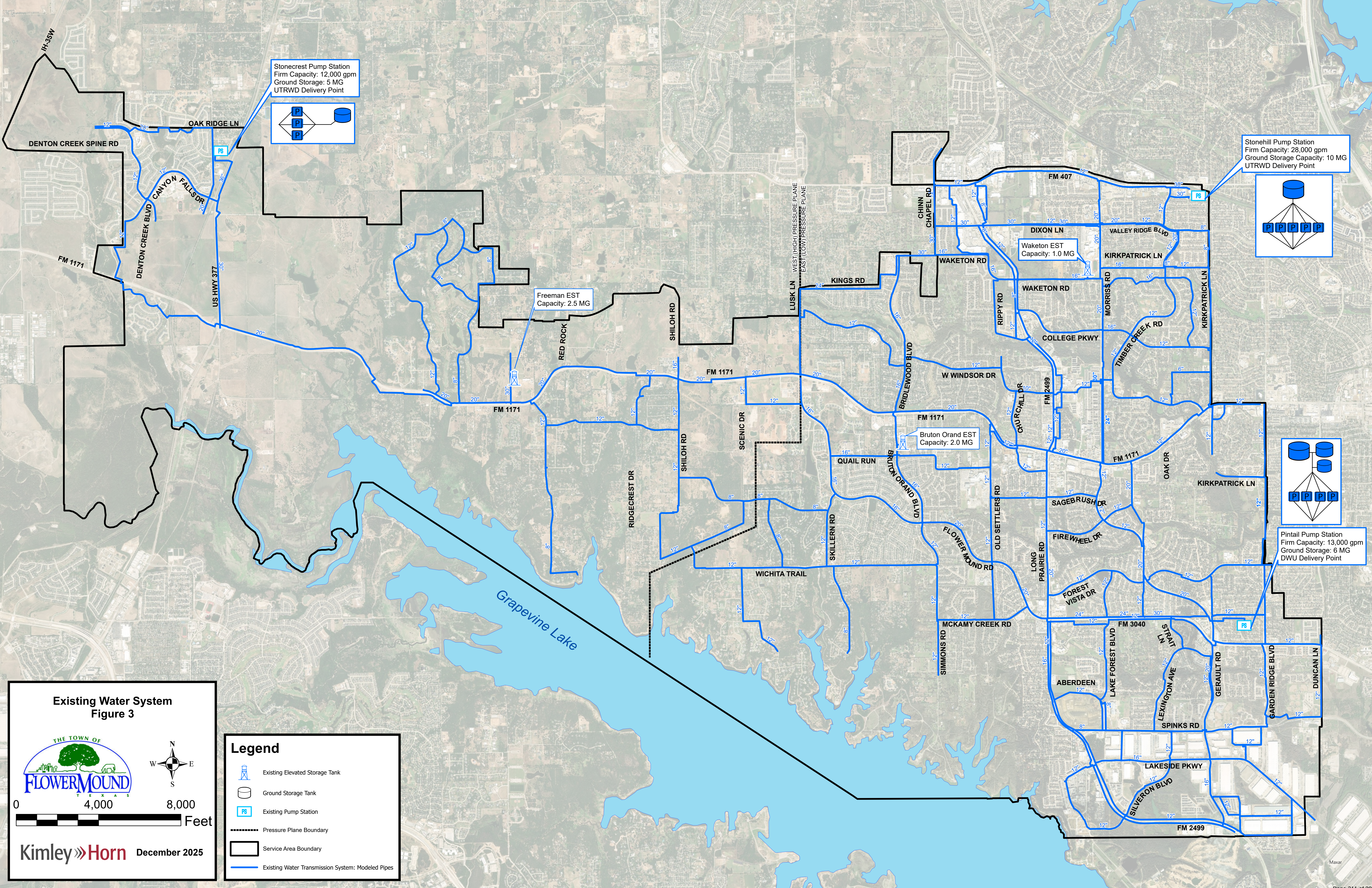
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Miles

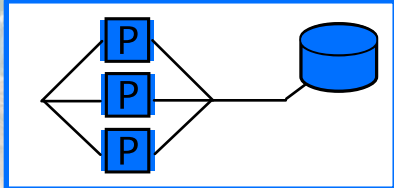
Kimley»Horn

December 2025

Legend	
	Flower Mound Limits
	COE
	Campus Commercial
	Campus Industrial
	Canyon Falls Open Space
	Commercial
	Commercial/Industrial
	Estate
	Flood Plain
	Grapevine Lake
	High
	High Density Single Family Detached
	Institutional
	Low
	Medium
	Mixed Use
	Office
	Office or Medium Density Residential
	Park
	Prairie Vista District
	ROW
	Retail
	Rural
	Utility



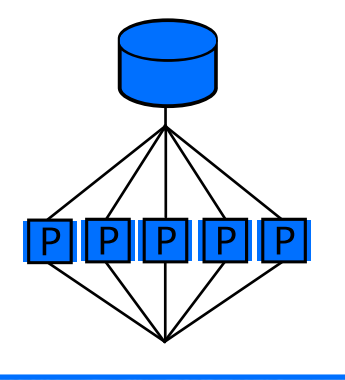
Stonecrest Pump Station
Firm Capacity: 12,000 gpm
Ground Storage: 5 MG
UTRWD Delivery Point



Freeman EST
Capacity: 2.5 MG

FM 1171

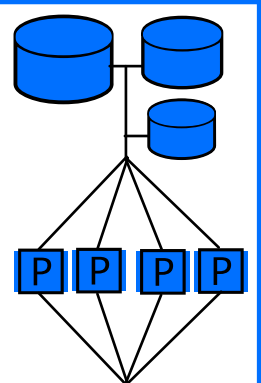
Stonehill Pump Station
Firm Capacity: 28,000 gpm
Ground Storage Capacity: 10 MG
UTRWD Delivery Point



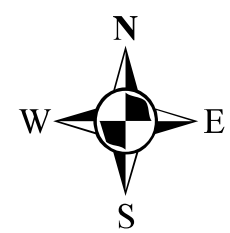
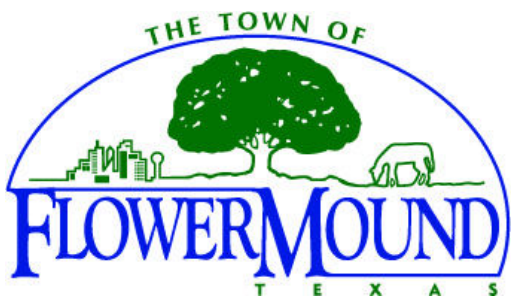
Waketon EST
Capacity: 1.0 MG

Bruton Orand EST
Capacity: 2.0 MG

Pintail Pump Station
Firm Capacity: 13,000 gpm
Ground Storage: 6 MG
DWU Delivery Point



Existing Water System
Figure 3

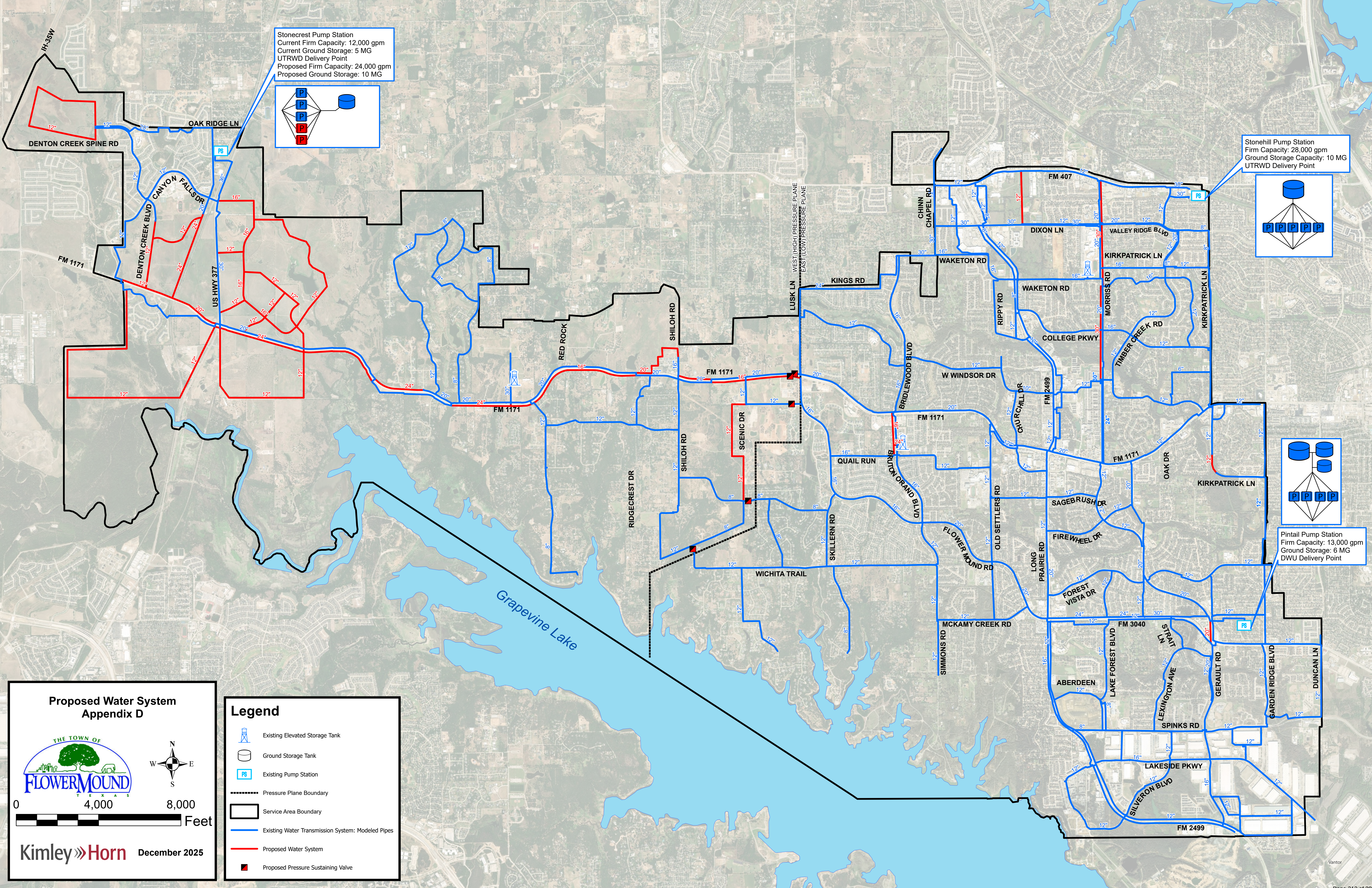


0 4,000 8,000
Feet

Kimley»Horn December 2025

Legend

- Existing Elevated Storage Tank
- Ground Storage Tank
- Existing Pump Station
- Pressure Plane Boundary
- Service Area Boundary
- Existing Water Transmission System: Modeled Pipes



Stonecrest Pump Station
Current Firm Capacity: 12,000 gpm
Current Ground Storage: 5 MG
UTRWD Delivery Point
Proposed Firm Capacity: 24,000 gpm
Proposed Ground Storage: 10 MG

Stonehill Pump Station
Firm Capacity: 28,000 gpm
Ground Storage Capacity: 10 MG
UTRWD Delivery Point

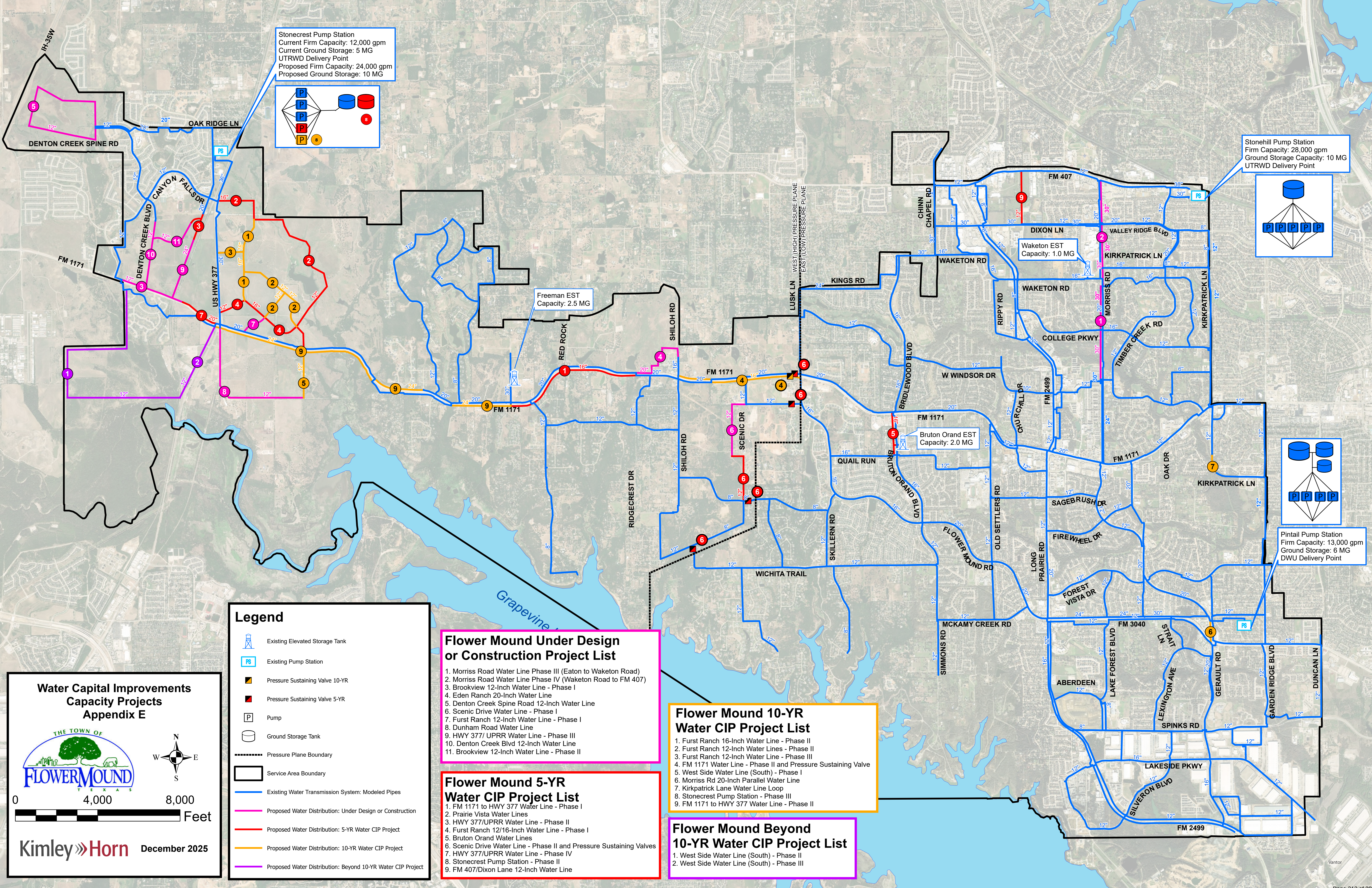
Pintail Pump Station
Firm Capacity: 13,000 gpm
Ground Storage: 6 MG
DWU Delivery Point

**Proposed Water System
Appendix D**

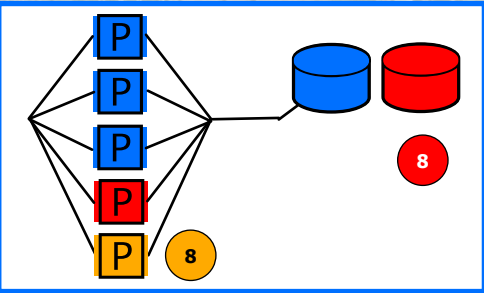
Kimley»Horn December 2025

Legend

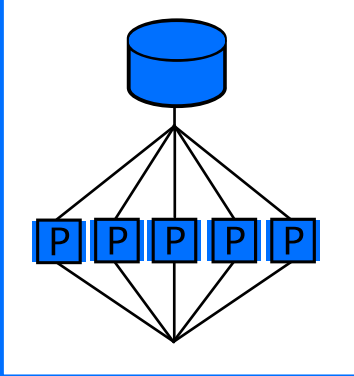
- Existing Elevated Storage Tank
- Ground Storage Tank
- Existing Pump Station
- Pressure Plane Boundary
- Service Area Boundary
- Existing Water Transmission System: Modeled Pipes
- Proposed Water System
- Proposed Pressure Sustaining Valve



Stonecrest Pump Station
Current Firm Capacity: 12,000 gpm
Current Ground Storage: 5 MG
UTRWD Delivery Point
Proposed Firm Capacity: 24,000 gpm
Proposed Ground Storage: 10 MG



Stonehill Pump Station
Firm Capacity: 28,000 gpm
Ground Storage Capacity: 10 MG
UTRWD Delivery Point

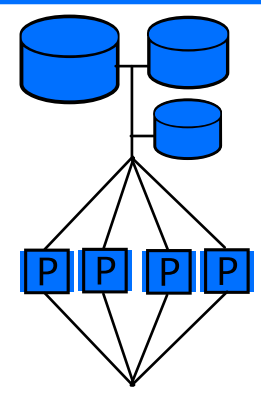


Freeman EST
Capacity: 2.5 MG

Waketon EST
Capacity: 1.0 MG

Bruton Orand EST
Capacity: 2.0 MG

Pintail Pump Station
Firm Capacity: 13,000 gpm
Ground Storage: 6 MG
DWU Delivery Point



Legend

- Existing Elevated Storage Tank
- Existing Pump Station
- Pressure Sustaining Valve 10-YR
- Pressure Sustaining Valve 5-YR
- Pump
- Ground Storage Tank
- Pressure Plane Boundary
- Service Area Boundary
- Existing Water Transmission System: Modeled Pipes
- Proposed Water Distribution: Under Design or Construction
- Proposed Water Distribution: 5-YR Water CIP Project
- Proposed Water Distribution: 10-YR Water CIP Project
- Proposed Water Distribution: Beyond 10-YR Water CIP Project

Flower Mound Under Design or Construction Project List

1. Morriss Road Water Line Phase III (Eaton to Waketon Road)
2. Morriss Road Water Line Phase IV (Waketon Road to FM 407)
3. Brookview 12-Inch Water Line - Phase I
4. Eden Ranch 20-Inch Water Line
5. Denton Creek Spine Road 12-Inch Water Line
6. Scenic Drive Water Line - Phase I
7. Furst Ranch 12-Inch Water Line - Phase I
8. Dunham Road Water Line
9. HWY 377/ UPRR Water Line - Phase III
10. Denton Creek Blvd 12-Inch Water Line
11. Brookview 12-Inch Water Line - Phase II

Flower Mound 5-YR Water CIP Project List

1. FM 1171 to HWY 377 Water Line - Phase I
2. Prairie Vista Water Lines
3. HWY 377/UPRR Water Line - Phase II
4. Furst Ranch 12/16-Inch Water Line - Phase I
5. Bruton Orand Water Lines
6. Scenic Drive Water Line - Phase II and Pressure Sustaining Valves
7. HWY 377/UPRR Water Line - Phase IV
8. Stonecrest Pump Station - Phase II
9. FM 407/Dixon Lane 12-Inch Water Line

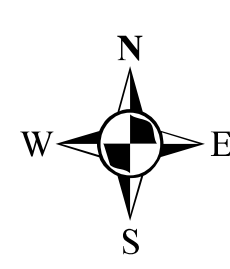
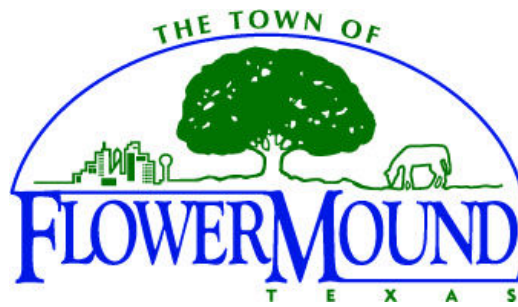
Flower Mound 10-YR Water CIP Project List

1. Furst Ranch 16-Inch Water Line - Phase II
2. Furst Ranch 12-Inch Water Lines - Phase II
3. Furst Ranch 12-Inch Water Line - Phase III
4. FM 1171 Water Line - Phase II and Pressure Sustaining Valve
5. West Side Water Line (South) - Phase I
6. Morriss Rd 20-Inch Parallel Water Line
7. Kirkpatrick Lane Water Line Loop
8. Stonecrest Pump Station - Phase III
9. FM 1171 to HWY 377 Water Line - Phase II

Flower Mound Beyond 10-YR Water CIP Project List

1. West Side Water Line (South) - Phase II
2. West Side Water Line (South) - Phase III

Water Capital Improvements Capacity Projects Appendix E



0 4,000 8,000 Feet

Kimley-Horn December 2025



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

DATE: December 15, 2025

FROM: Robert Pegg, Town Engineer

ITEM: **Public Hearing to consider an ordinance amending Section 9.0 - Wastewater Plan of the Master Plan (MPA25-0007 - Wastewater Plan Amendment) to adopt amendments and additions to the 2009 Wastewater Master Plan Update as a component of the Master Plan.**

BACKGROUND: The Town periodically provides updates to its Master Plans. Growth trends and population distribution, along with collected field data, are reflected in the update to the Town's Wastewater Model. The updated model helps the Town determine priorities for upcoming Capital Projects and is used to determine updated impact fees. The wastewater model has been updated and, as a result, staff is recommending approval of the amendment to the Wastewater Plan component of the Master Plan. Upon approval of this amendment, staff will continue with the impact fee update process.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its December 8, 2025, meeting.

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle) for all Master Plan amendment requests. At the time this report was written, staff had received no correspondence regarding the request.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Wastewater Ordinance 2025
2. Exhibit A_2025 Wastewater Master Plan Amendments
3. Wastewater Summary

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE MASTER PLAN, BY AMENDING ORDINANCE NO. 24-01 IN PART, WHICH ADOPTED THE MASTER PLAN; BY AMENDING SECTION 9.0 WASTEWATER PLAN TO ADOPT UPDATES FOR THE YEAR 2025 TO THE 2009 WASTEWATER MASTER PLAN AS A COMPONENT OF THE MASTER PLAN; REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound ("Town Council") has previously adopted a Wastewater Plan, together with all amendments thereto, as a component to the Master Plan; and,

WHEREAS, the Town Council previously updated Section 9.0 of the Master Plan in 2015; and,

WHEREAS, the Town Council previously updated the Town's wastewater model and Wastewater Master Plan in 2020; and,

WHEREAS, the Town engaged Kimley-Horn and Associates, Inc. to update the Town's wastewater model and Wastewater Master Plan for the year 2025; and,

WHEREAS, the 2025 updates as set out herein are based on current water demands, demographics, future land uses, and growth projections; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on December 8th, 2025, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 15th, 2025, with respect to the Master Plan Amendment described herein to consider adoption of the Wastewater Master Plan Amendments with updates proposed for 2025; and,

WHEREAS, the Town has complied with all publication and procedural requirements for the approval of a Master Plan Amendment; and,

WHEREAS, the Town Council finds that an amendment to the Master Plan as outlined herein and adoption of the Wastewater Master Plan Amendments with

updates proposed for 2025 are in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 9.0 Wastewater Plan, of the Master Plan, is hereby amended to read as set forth in the 2025 Wastewater Master Plan Amendments prepared by Kimley-Horn and Associates, Inc., which are attached hereto as Exhibit A and incorporated herein by reference for all purposes.

SECTION 3

From and after the effective date of this Ordinance, the Master Wastewater Plan is hereby amended as reflected in the 2025 Wastewater Master Plan Amendments prepared by Kimley-Horn and Associates, Inc., which are attached hereto as Exhibit A and incorporated herein by reference for all purposes.

SECTION 4

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

SECTION 5

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

said remaining portions shall remain in full force and effect.

SECTION 6

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15th DAY OF DECEMBER 2025.

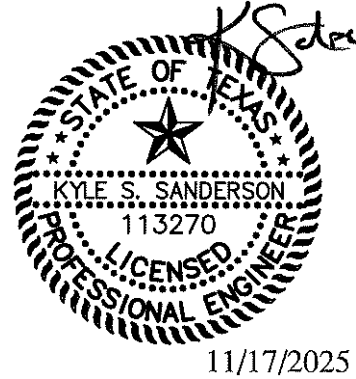
APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT "A"



Technical Memorandum

Prepared for: Town of Flower Mound
Prepared by: Kimley-Horn and Associates, Inc.
Date: November 17, 2025

WASTEWATER MASTER PLAN AMENDMENTS

This memo amends the Wastewater System Master Plan Update prepared by Kellogg Brown & Root (KBR) in 2009. Sections of this memo are designated with the corresponding section number from the 2009 document. Sections in this memo with the same section number as the 2009 report are intended to replace the section from the 2009 report. Sections in this report with a new section number are intended to supplement the original report.

1.2 Project Scope Updated

The Town has retained Kimley-Horn to update the Town's wastewater model and Wastewater Master Plan for the year 2025. The 2009 Wastewater Master Plan and wastewater model done by KBR was previously updated by Kimley-Horn in 2015 and 2020. This master plan update included an update to the 2020 model based on current wastewater flows, demographics, future land uses and growth projections. This master plan projects growth and associated infrastructure needs for years 2030, 2035 and buildout. Furthermore, previous master planning efforts have been limited to the east side of Flower Mound due to limited development in the west. Over the last five years, west Flower Mound has seen an increase in development activity that warranted developing a detailed master plan. The results of this additional master planning has been incorporated as part of the 2025 update.

Historically, the Town's wastewater system was divided into five major service areas to correspond with the Town's five planning districts: Long Prairie, Lakeside, Cross Timbers Conservation District, Denton Creek, and Prairie Vista. Both Denton Creek and Prairie Vista are in the west part of the Town and are served by the Trinity River Authority of Texas (TRA). As mentioned above, development has increased in the Denton Creek and Prairie Vista service areas, with the Furst Ranch planned development spanning both and requiring shared wastewater infrastructure. To better meet these needs and streamline planning in the west part of the Town, both areas have been combined into a single Denton Creek service area. **Section 3.6** details the TRA wastewater service area updates for 2025. **Figure 2** has been replaced with an updated map of west Flower Mound that depicts the revised service area

limits as well as the TRA infrastructure. **Figure 3** has been replaced with the Wastewater Capital Improvements Capacity Projects (West System) map.

2.1.1 Software Selection (Updates)

The previous wastewater model used for the Town's master plans utilized InfoSewer as the modeling software. InfoSewer has since been discontinued, and as part of the 2025 master planning effort, the existing wastewater model was converted to InfoWorks ICM. All modeling scenarios for the 2025 master plan were completed using InfoWorks ICM.

2.3.1 Calculation of System Loads (Updates)

In 2015, the Town's gravity sewer basin was modified slightly from the 2009 KBR model to include new developments within the Long Prairie service area. Since then, there have not been any additional service area boundary changes.

As part of the 2025 model update, Kimley-Horn reconfigured the existing wastewater model to be directly linked to the Town's land use plan so that flow projections were directly correlated with existing and future land use assumptions for every property in the Town with potential to be provided public sewer service.

Prior to 2020, the Town's wastewater model used an extended period simulation (EPS) analysis where residential and commercial loads were calculated separately and loaded using diurnal patterns. Beginning in 2020, the model was updated to run peak flow simulations in a steady state condition. As a result, diurnal patterns were not applied to the commercial or residential loadings in model simulations. Furthermore, it was assumed that all land uses within a specific sub-basin would have the same peaking factor based on the Harmon's Formula. Since diurnal patterns are not utilized and peaking factors are consistent across land uses, all sewer loads (residential and non-residential) were combined into a single load at each respective node in the model, which reduces the complexity of the model. Peak flow simulations were used again in the 2025 master plan modeling. See **Sections 3.1.2** and **3.2.2** for additional information related to dry weather and wet weather modeling methodology.

2.4.1 Collection System Updates (Updates)

In 2012, the Town entered into an agreement with the City of Copper Canyon (Copper Canyon) in which the Town agreed to provide service to a portion of Copper Canyon. The agreement states that Copper Canyon may discharge up to 400,000 gallons of wastewater flow per day into the Town's wastewater system. This flow has been incorporated into the wastewater model.

As part of the 2025 update, the lift station pumps in model were calibrated to better reflect actual conditions. On-site testing was completed at the Glen Chester, Kirkpatrick, La Salle,

Point Noble, and Sanctuary lift stations in which field measurements were used to generate pump curves at the respective lift stations. For all other sites, with the exception of Emerald Bay, the pump curves in the model were updated to match the actual pump curves provided by the Town. A pump curve was not able to be located for the Emerald Bay lift station.

3.1.2 Dry Weather Modeling (Updates)

As part of the 2025 model update, residential flow data was gathered and evaluated. Data used to represent existing residential dry weather flows was obtained from system flow meters. Residential dry weather flow data was obtained from system flow meters installed in basins that serve primarily residential properties. Accurate flow meter data was difficult to obtain from many of the meter stations. It was observed that many meters had inaccurate readings or unavailable data. Accurate meter data will be important for calibrating future models and determining observed flows. See **Section 3.3.1** for more information on replacing and relocating meter stations. In calibrating dry weather residential flows, flow data was only used for meter stations where accurate data could be obtained. The available historical flow data indicated that the per capita duty factor for existing residential flows used in 2020 was still appropriate.

For existing non-residential flows, using flow meter data as the basis of duty factors was not practical because the system primarily conveys residential flows. Non-residential duty factors were calculated by multiplying the duty factors used for the drinking water master plan model by a specified multiplier. Using this approach, future non-residential developments were assigned a multiplier of 0.8 and future residential developments were assigned a multiplier of 0.45.

The 2009 KBR model did not provide projected dry weather flows for future scenarios; it only focused on wet weather peak events. As part of the 2015 and 2020 wastewater master plans, a dry weather model was created for future scenarios. The 2025 master plan includes dry weather load calculations for future scenarios as well. This data will be useful when evaluating the available capacity of the Town's wastewater treatment plant.

3.2.2 Wet Weather Modeling (Updates)

The 2009 model used historical data to generate a peaking factor for both I/I and domestic wastewater usage for each meter basin.

As part of the 2020 master plan, the Town's east wastewater service area was divided into 12 different sub-basins based on existing wastewater infrastructure. See **Figure 1** for sub-basin boundaries. The wastewater sub-basins were divided to make it simple to collect flow meter data from each basin to calibrate future models. These sub-basins were used again in the 2025 master plan to calculate peaking factors using Harmon's Formula. The Harmon's Formula is an engineering equation used to calculate peak flows through gravity wastewater

systems. Peak flow in this equation is determined as a factor of population. See below for Harmon's Formula.

Harmon's Formula:

$$PF = \frac{1 + 14}{(4 + P^{\frac{1}{2}})}$$

P = Population in thousands

See **Table 3.2.1** for East system sub-basin peaking factors.

Sub-Basin	Peaking Factor
1	3.36
2	3.16
3	3.32
4	2.98
5	3.35
6	3.04
7	3.58
8	2.82
9	2.98
10	3.12
11	3.20
12	2.98

Table 3.2.1. East System Sub-Basin Peaking Factors

As part of the 2025 master plan, 14 different subbasins were established within the west (TRA) service area and Harmon's Formula was used to calculate peak flows (See **Figure 2**). See **Table 3.2.2** for sub-basin peaking factors for the west system.

Sub-Basin	Peaking Factor
1	3.87
2	3.92
3	3.88
4	3.77
5	4.43
6	3.31
7	3.54
8	3.83
9	3.82
10	2.96
11	3.20
12	3.82
13	4.25
14	3.84

Table 3.2.2. West System Sub-Basin Peaking Factors

As discussed above, both the 2020 and 2025 model utilized peak flow scenarios. The peak flow scenarios provide a more conservative analysis than the modeling scenarios used in the 2009 master plan because it assumes that all flow throughout the wastewater system peaks simultaneously whereas scenarios in the 2009 master plan used diurnal patterns for the wastewater loadings that do not always peak at the same time. This method simulates the worst-case scenario for the Town's wastewater system.

3.3.1 Metering Stations (Updates)

The Town currently has 14 permanent meter station sites located in the east system. These sites are located throughout the Town and appear to be evenly distributed, as shown in **Figure 1**. When gathering historical flow meter data for model calibration, it was observed that many meter stations have limited available data or inaccurate flow readings.

In the west system, TRA has several existing meters that measure influent flow into their system. The TRA meter data was recorded in monthly intervals, and peak flows could not be compared to average flows with an interval that large. For future model scenarios, it is recommended that the Town coordinate with TRA to obtain daily or hourly data, if possible.

Accurate meter data will be important for calibrating future models and determining observed wet weather peaking factors for each sub-basin compared to peaking factors calculated with the Harmon's Formula. To collect accurate historical flow data for future model updates, the Town may consider repairing or replacing these meters over the next five years as well as

relocating and/or installing new meters at more appropriate locations based on the updated sub-basins. Long term or temporary meter stations may be used to satisfy wet weather calibration going forward.

3.4 Wastewater Treatment Plant

Currently the treatment plant serves the Long Prairie and Lakeside service areas. While the collection system is designed and rated to accommodate peak wet weather conditions, the wastewater treatment plant is permitted and rated based on average annual flow rates. In previous discussions with the Town, the treatment plant had a capacity of 9.5 million gallons a day (MGD) but was de-rated in 2019 to have a capacity of 8.7 MGD. Utilizing the dry weather model prepared as part of the model update, the projected build out annual average flow for these areas is around 8.4 MGD and the existing projected average day flow is 7.0 MGD.

Although the plant has adequate capacity to meet buildout flows, the Texas Commission on Environmental Quality (TCEQ) requires wastewater treatment plants to have a design capacity at least 10% above projected buildout average flows. The Town completed a Wastewater Treatment Plant (WWTP) Master Plan in 2023 and identified necessary capital improvements projects to meet TCEQ requirements. See the 2023 WWTP Master Plan for details on required capital improvements to achieve 10 MGD capacity.

3.5.1 Lakeside Business District (Updates)

The Lakeside Business District was originally composed of two land uses: Campus Industrial and Campus Commercial. At the time of the 2009 report, the Campus Industrial use was generally built-out with the remainder of developable land with the Lakeside Business District being Campus Commercial.

Prior to the 2015 update, a developer approached the Town with plans to pursue a Mixed Use development in the western part of the Lakeside Business District that exceeded the density projections associated with Campus Commercial. Kimley-Horn worked with the Town's planning department to determine what wastewater demands should be utilized for the new mixed use development. Based on the guidance provided by the Town, a composite average day wastewater demand of 2,440 gallons per day per acre was utilized in 2015 for the anticipated mixture of residential and non-residential uses (Mixed Use). In the 2020 and 2025 model update, the Mixed Use duty factor was increased to 3,200 gallons per day per acre.

In several other instances, developers have approached the Town with plans to develop properties with a higher density than allowed by the land use. Most recently, the Lakeside Village and Wynn Crosby developments have gone through the development review process and had their development plans approved with densities greater than that projected by the respective land use duty factors. These developments have been incorporated into the current

model with the sewer loads specified in the development review process instead of sewer loads calculated utilizing duty factors.

During the 2020 model updates, capital improvements projects were identified due to the projected increased densities and classified as necessary improvements within 5 years. Between 2020 and 2025, significant development has occurred in the Lakeside Business District; however, many areas have developed at lower densities than projected in 2020. This led to reduced peak flows in the 2025 model updates compared to the 2020 model. Consequently, some capital improvement projects identified in the 2020 update are no longer required, while others have been rescheduled for later phases.

Two of the projects that have been pushed into the buildout phase include the Southside Lift Station Improvements and Southside Force Main Extension. The Town's Southside Lift Station may require pumping improvements in the future to accommodate the projected flows indicated by the buildout peak flow simulation. In addition to these improvements, it may be necessary to extend the force main from the lift station to the wastewater treatment plant preliminary treatment area. Currently the force main discharges into the Town's gravity sewer systems just north of Lakeside Parkway, but in the future may need to be extended from this point to the treatment plant.

3.6 TRA Service Area

The Town currently has a contract with TRA to provide wastewater service for the Denton Creek service area (formerly Denton Creek and Prairie Vista) which falls within TRA's Denton Creek Regional Wastewater System (DCRWS).

New development plans within the Denton Creek Service area include the Monarch commercial development, the Brookview Estates residential development, portions of the Furst Ranch mixed use development, a new single-family estate development and a community activity center.

As part of the 2025 master plan, comprehensive modeling and planning for the TRA service area were conducted to assess current conditions and forecast future infrastructure requirements to support anticipated growth. Infrastructure necessary for proposed developments was incorporated into the future phase model scenarios. Flow calculations for both existing and buildout conditions within the TRA service area were based on the land use assumptions and duty factors detailed in **Section 3.1.2**. The current peak flow is measured at 1.2 MGD, while the projected buildout peak flow is 14.7 MGD. **Figure 3** provides an illustration of the TRA service area.

From conversations with TRA, the DCRWS is growing faster than previously anticipated resulting additional infrastructure needs. TRA will be performing a wastewater model update for the DCRWS soon which will likely trigger additional TRA infrastructure requirements and

potential improvements to TRA’s wastewater treatment plant. Specifics of the additional infrastructure and associated costs are not known currently; however, it’s understood that a portion of the infrastructure will be the Town’s responsibility and will likely be covered through rate increases.

From conversations with the Town, there is a wastewater agreement with the Town of Argyle (Argyle) to route some of Argyle’s flow through the Town’s sewer infrastructure before ultimately being conveyed to TRA interceptors. Sewer loads representing the Argyle connection were included in the West system model.

4.1 Population Projections

The population and growth projections used to estimate future wastewater flows were derived by working with the Town’s planning department and are based on the Town’s current land use plan.

See **Table 4.1** for Population Projections in both the east and west sewer systems.

Phase	East System Population	West System Population
Existing	75,425	3,468
5-Year	78,908	7,546
10-Year	80,253	9,993
Buildout	82,544	29,161

Table 4.1. Sewer System Population Projections

4.2 Land Use and System Loads

Delete Section 4.2 and 4.2.A and replace with the following

Kimley-Horn worked with the Town’s planning department to determine projected growth for the years 2030, 2035 and buildout. These scenarios were evaluated to identify necessary infrastructure improvements for each planning year. These projections included the revised land use plan for the Lakeside Area, updates to the future Prairie Vista development plan, and include the current land use plan for the Riverwalk development which was added in the 2015 model update.

4.3 5-Year CIP (2030 Scenario)

East – 5-Year Capital Improvements Projects

1. Riverwalk Collector (Morriss Road to Windsor Drive)

Approximately 1,430 LF of 15-inch wastewater main is proposed running north and east from between FM 2499 and Morriss Road to Morriss Road, north of the intersection with Eaton.

Project Cost \$1,340,000

2. Kirkpatrick Interceptor

Approximately 530 LF of 15-inch wastewater main is proposed running south from Sunlight Drive to Kirkpatrick Lane.

Project Cost \$730,000

3. Upper Timber Interceptor (College Parkway to Corporate Drive)

Approximately 550 LF of 15-inch wastewater main is proposed running south from College Parkway to Corporate Drive.

Project Cost \$760,000

4. Upper Timber Interceptor (Morriss Road to Leonard and Helen Johns Park)

Approximately 2,300 LF of 30-inch wastewater main is proposed to replace the existing 27-inch wastewater line from Morriss Road to Leonard and Helen Johns Park.

Project Cost \$2,980,000

West – 5-Year Capital Improvements Projects

1. Western Trunk Line #1, Phase 1

Approximately 2,400 LF of 15-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$1,330,000

2. Prairie Vista Interceptor

Approximately 7,100 LF of 8" wastewater main is proposed to provide service to the proposed single family estate development and community activity center in the northern portion of the Prairie Vista service area.

Project Cost \$3,050,000

3. Prairie Vista Lift Station and Force Main

This project includes the addition of a new lift station and approximately 1,560 LF of 6" force main to serve the proposed single family estate development and community activity center in the northern portion of the Prairie Vista service area.

Project Cost \$3,520,000

4. Western Trunk Line #2

Approximately 700 LF of 12-inch wastewater main, 1,150 LF of 15-inch wastewater main, 1,550 LF of 18-inch wastewater main, and 1,500 LF of 21-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$3,470,000

5. Western Lift Station and Force Main Phase 1

This project includes the addition of a new lift station and approximately 6,900 LF of 8" force main to serve the Prairie Vista Service Area.

Project Cost \$5,700,000

4.4 10-Year CIP (2035 Scenario)

West – 10-Year Capital Improvements Projects

1. Furst Ranch Southwest Interceptor

Approximately 800 LF of 12-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$850,000

2. Cross Timbers Road South Interceptor

Approximately 1,050 LF of 12-inch wastewater main and 1,050 LF of 15-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$1,170,000

3. Dunham Road Interceptor

Approximately 2,800 LF of 15-inch wastewater main and 2,550 LF of 8-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$2,620,000

4. Furst Ranch Northwest Interceptor

Approximately 1,700 LF of 12-inch wastewater main and 1,450 LF of 18-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$1,680,000

5. Western Trunk Line #1, Phase 2

Approximately 600 LF of 12-inch wastewater main and 1,000 LF of 15-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$950,000

6. Furst Ranch Phase 2 Infrastructure (Wastewater)

Approximately 3,700 LF of 30-inch wastewater main and 500 LF of 36-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$5,070,000

7. Furst Ranch Phase 3 Infrastructure (Wastewater)

Approximately 2,350 LF of 18-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.

Project Cost \$2,520,000

4.5 Buildout CIP

East – Buildout Capital Improvements Projects

1. Upper Timber Interceptor (Helen Johns Park to 1 Place Lane)

Approximately 1,400 LF of 30-inch wastewater main is proposed to replace the existing 27-inch wastewater line from Helen Johns Park to 1 PI Lane.

Project Cost \$2,130,000

2. Southside Force Main Extension

Approximately 4,600 LF of 18-inch force main is proposed to alleviate capacity constraints at the raw water lift station at the wastewater treatment plant. This force main will connect to the existing 18" force main constructed as part of the Lakeside Lift Station and Force Main project and end at the headworks of the Town's wastewater treatment plant. A detailed capacity study of the raw water lift station located at the wastewater treatment plant should be performed to determine if and when the force main extension will be required.

Project Cost	\$4,550,000
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3. Southside Pump Upgrade

This project includes upsizing the two smaller pumps at the Southside Lift Station to add capacity to the lift station.

Project Cost	\$1,550,000
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4. Upper Timber Interceptor (Rippy Road to Pecan Drive)

Approximately 430 LF of 21-inch wastewater main is proposed running south from Rippy Road to Pecan Drive.

Project Cost	\$810,000
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5. Upper Timber Interceptor (Waketon Road)

Approximately 1,950 LF of 18-inch wastewater main is proposed running south from Long Prairie Road to the intersection of Waketon Road and Rippy Road.

Project Cost	\$1,550,000
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6. Wastewater Treatment Plant Additional Treatment Units

This project consists of the addition of new treatment units to increase the capacity of the wastewater treatment plant.

Project Cost	\$12,790,000
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7. WWTP SBR Conversion

This project consists of the conversion of an existing sequencing batch reactor basin to a storage basin to retain wastewater during peak flow events.

Project Cost	\$1,490,000
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West – Buildout Capital Improvements Projects

1. Western Lift Station and Force Main Phase 2

This project includes upsizing the pumps at the Western Lift Station to add capacity to the lift station and approximately 6,900 LF of 12" force main to serve the Prairie Vista service area.

Project Cost	\$9,170,000
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2. Southwest Lift Station and Force Main

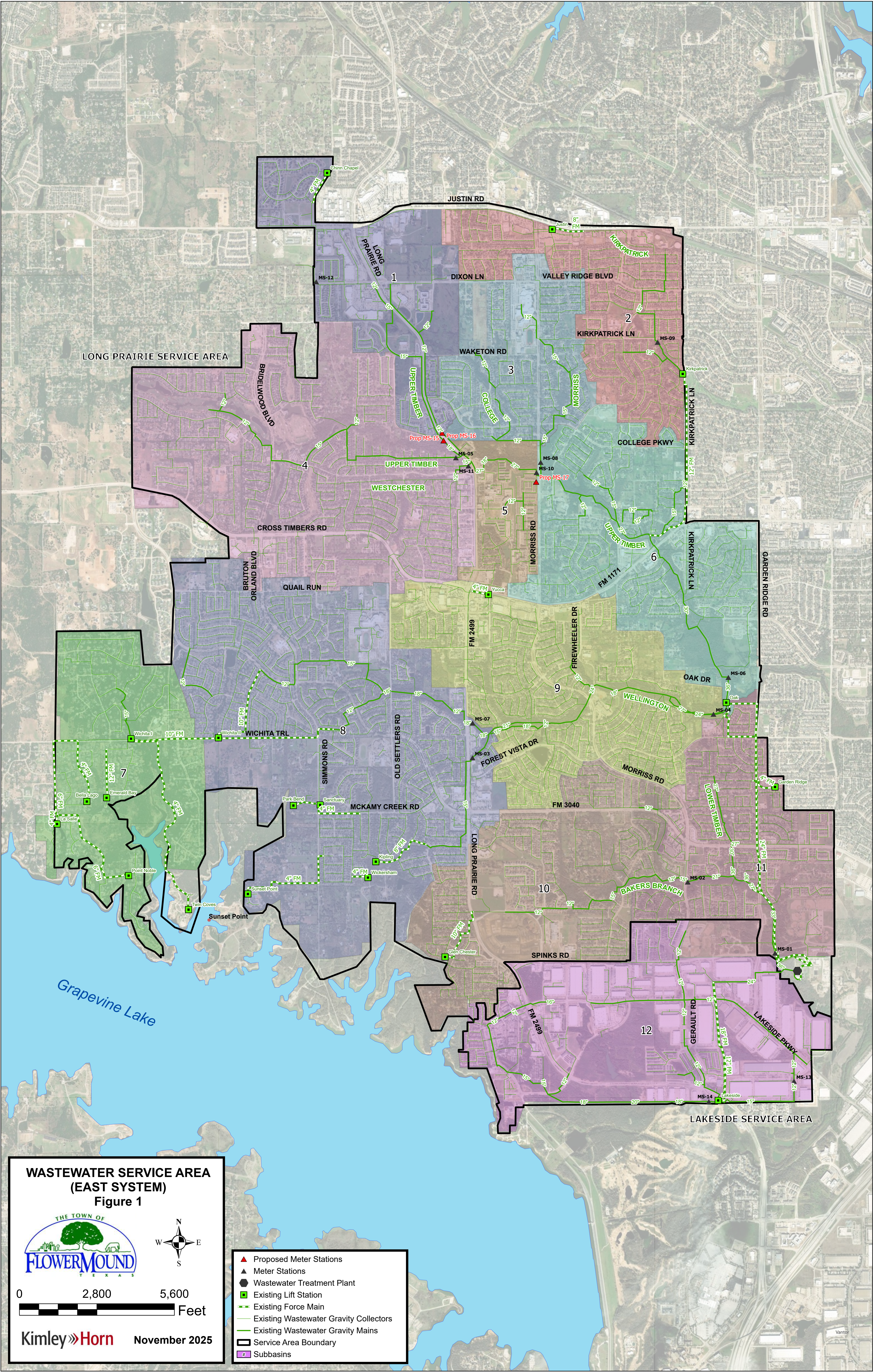
This project includes the addition of a new lift station and approximately 8,050 of 4" force main to serve the proposed single family estate developments in the southwest portion of the Denton Creek service area.

Project Cost	\$5,780,000
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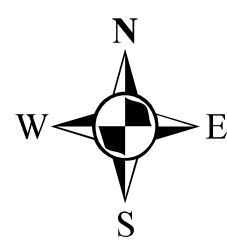
3. Southeast Lift Station and Force Main

This project includes the addition of a new lift station and approximately 3,750 LF of 4" force main to serve the existing and proposed single family estates in the southern portion of the Prairie Vista service area.

Project Cost	\$3,730,000
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WASTEWATER SERVICE AREA
(EAST SYSTEM)
Figure 1

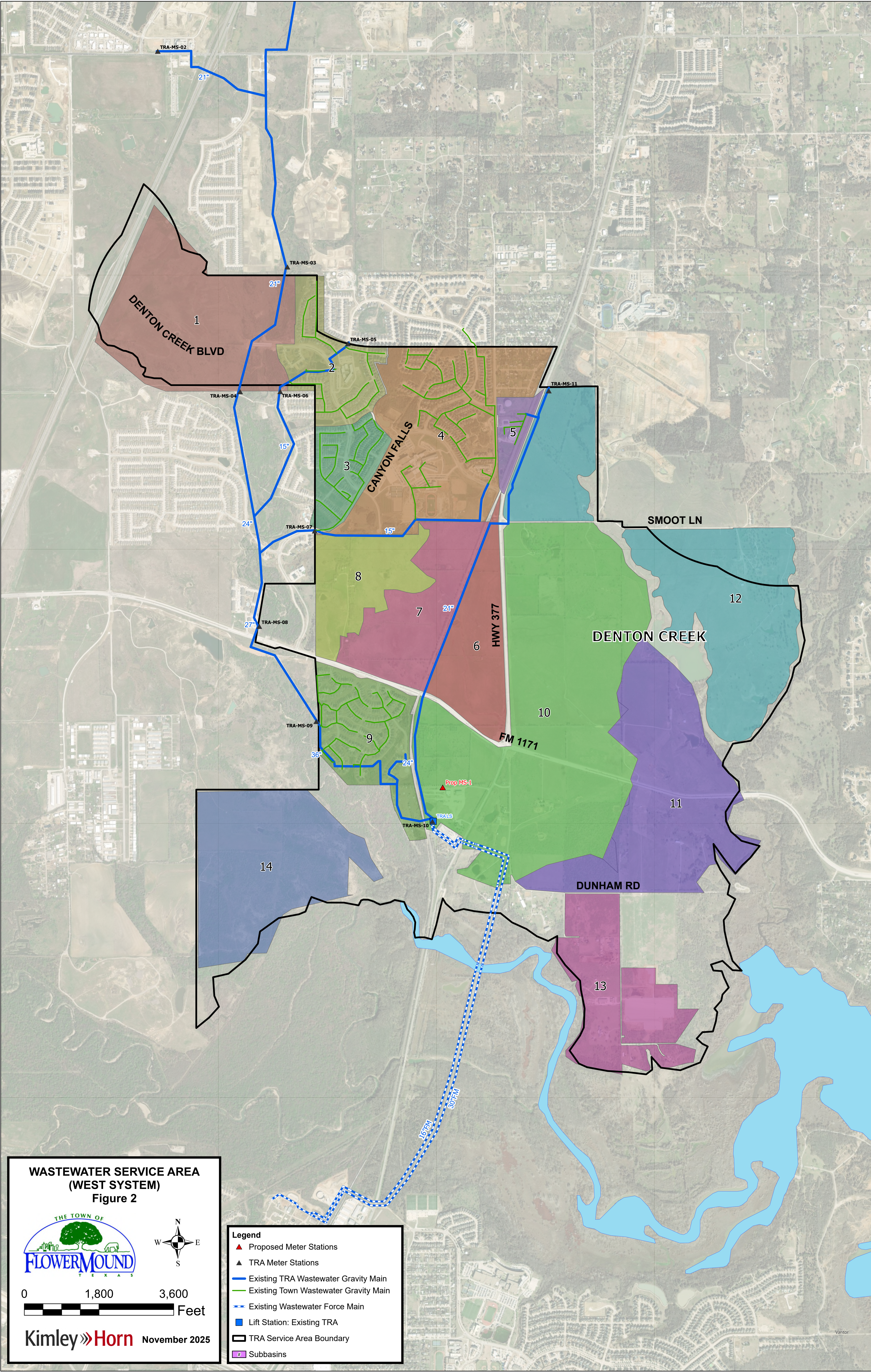


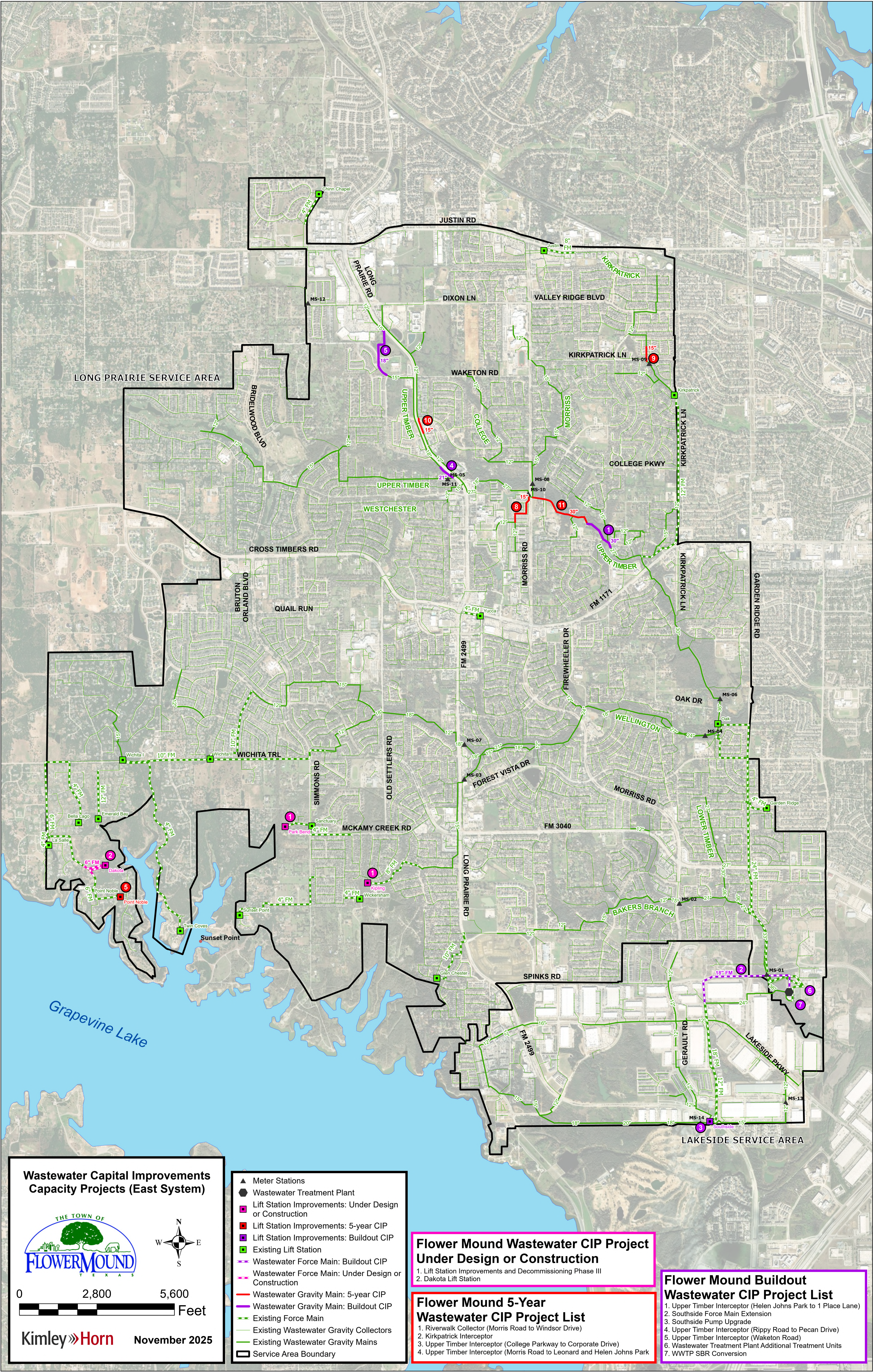
0 2,800 5,600
Feet

Kimley»Horn

November 2025

- ▲ Proposed Meter Stations
- ▲ Meter Stations
- ⬢ Wastewater Treatment Plant
- Existing Lift Station
- Existing Force Main
- Existing Wastewater Gravity Collectors
- Existing Wastewater Gravity Mains
- ▬ Service Area Boundary
- # Subbasins





Wastewater Capital Improvements
Capacity Projects (East System)



0 2,800 5,600
Feet

Kimley»Horn November 2025

- ▲ Meter Stations
- Wastewater Treatment Plant
- Lift Station Improvements: Under Design or Construction
- Lift Station Improvements: 5-year CIP
- Lift Station Improvements: Buildout CIP
- Existing Lift Station
- Wastewater Force Main: Buildout CIP
- Wastewater Force Main: Under Design or Construction
- Wastewater Gravity Main: 5-year CIP
- Wastewater Gravity Main: Buildout CIP
- Existing Force Main
- Existing Wastewater Gravity Collectors
- Existing Wastewater Gravity Mains
- ▭ Service Area Boundary

Flower Mound Wastewater CIP Project
Under Design or Construction

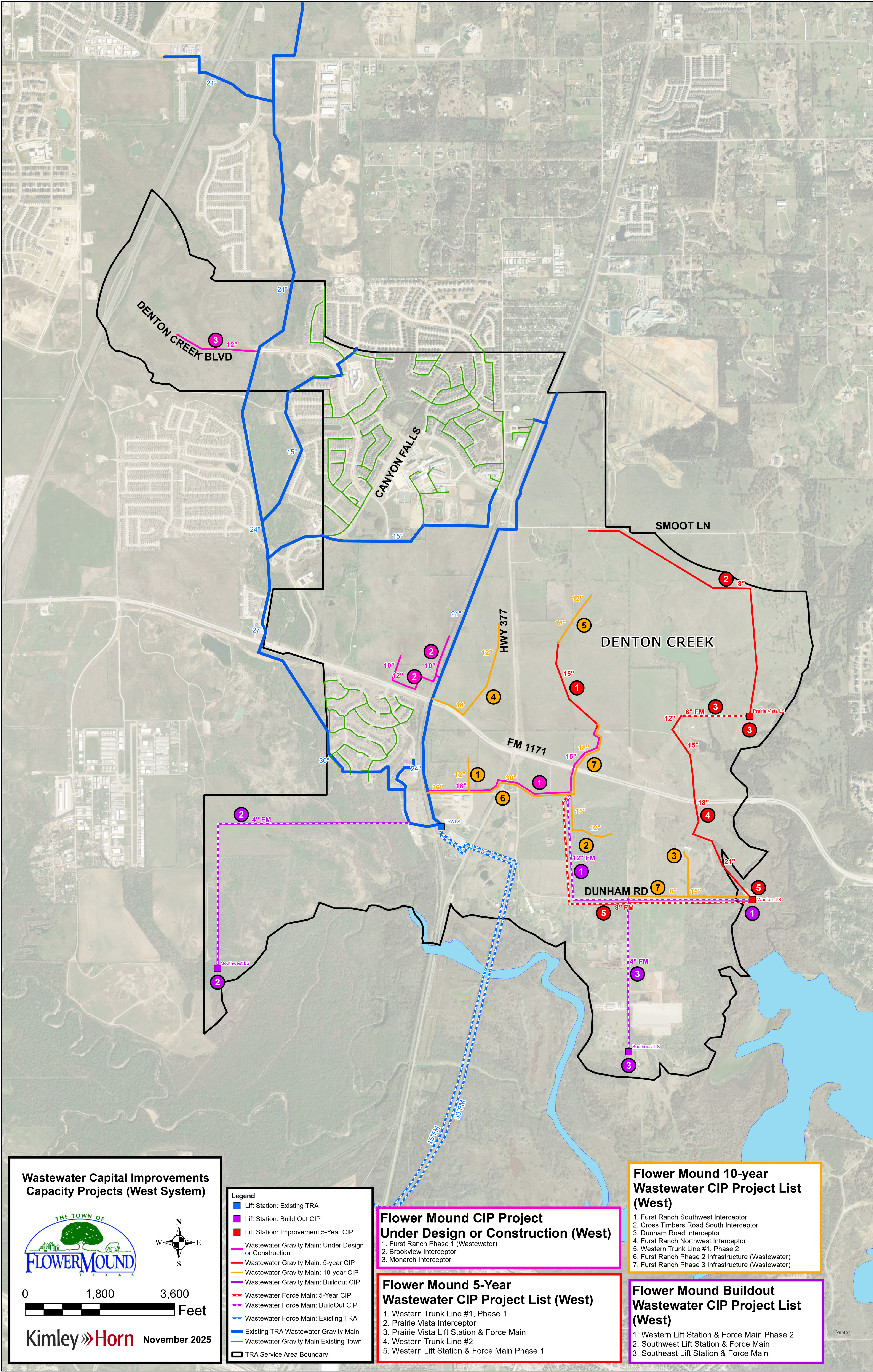
1. Lift Station Improvements and Decommissioning Phase III
2. Dakota Lift Station

Flower Mound 5-Year
Wastewater CIP Project List

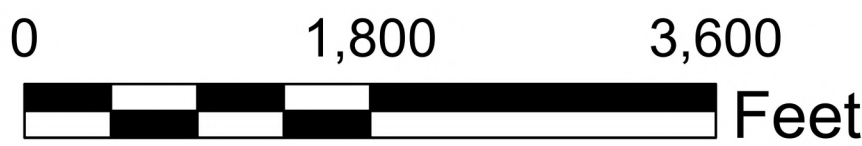
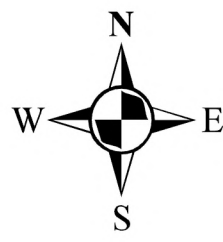
1. Riverwalk Collector (Morris Road to Windsor Drive)
2. Kirkpatrick Interceptor
3. Upper Timber Interceptor (College Parkway to Corporate Drive)
4. Upper Timber Interceptor (Morris Road to Leonard and Helen Johns Park)

Flower Mound Buildout
Wastewater CIP Project List

1. Upper Timber Interceptor (Helen Johns Park to 1 Place Lane)
2. Southside Force Main Extension
3. Southside Pump Upgrade
4. Upper Timber Interceptor (Rippy Road to Pecan Drive)
5. Upper Timber Interceptor (Waketon Road)
6. Wastewater Treatment Plant Additional Treatment Units
7. WWTP SBR Conversion



Wastewater Capital Improvements
Capacity Projects (West System)



Kimley»Horn November 2025

Legend

- Lift Station: Existing TRA
- Lift Station: Build Out CIP
- Lift Station: Improvement 5-Year CIP
- Wastewater Gravity Main: Under Design or Construction
- Wastewater Gravity Main: 5-year CIP
- Wastewater Gravity Main: 10-year CIP
- Wastewater Gravity Main: Buildout CIP
- Wastewater Force Main: 5-Year CIP
- Wastewater Force Main: BuildOut CIP
- Wastewater Force Main: Existing TRA
- Existing TRA Wastewater Gravity Main
- Wastewater Gravity Main Existing Town
- TRA Service Area Boundary

Flower Mound CIP Project
Under Design or Construction (West)

1. Furst Ranch Phase 1 (Wastewater)
2. Brookview Interceptor
3. Monarch Interceptor

Flower Mound 5-Year
Wastewater CIP Project List (West)

1. Western Trunk Line #1, Phase 1
2. Prairie Vista Interceptor
3. Prairie Vista Lift Station & Force Main
4. Western Trunk Line #2
5. Western Lift Station & Force Main Phase 1

Flower Mound 10-year
Wastewater CIP Project List
(West)

1. Furst Ranch Southwest Interceptor
2. Cross Timbers Road South Interceptor
3. Dunham Road Interceptor
4. Furst Ranch Northwest Interceptor
5. Western Trunk Line #1, Phase 2
6. Furst Ranch Phase 2 Infrastructure (Wastewater)
7. Furst Ranch Phase 3 Infrastructure (Wastewater)

Flower Mound Buildout
Wastewater CIP Project List
(West)

1. Western Lift Station & Force Main Phase 2
2. Southwest Lift Station & Force Main
3. Southeast Lift Station & Force Main

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E 5-Yr-1	Riverwalk Collector (Morriss Road to Windsor Drive)				
Project Description:	Approximately 1,430 LF of 15-inch wastewater main is proposed running north and east from between FM 2499 and Morriss Road to Morriss Road, north of the intersection with Eaton.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 48,000	\$ 48,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Traffic	1	LS	\$ 35,000	\$ 35,000
5	Erosion Control	0.27	MI	\$ 10,000	\$ 7,800
6	Bypass Pumping	1	LS	\$ 25,000	\$ 25,000
7	4' Manhole	7	EA	\$ 12,500	\$ 88,000
8	15" Sanitary Sewer by Pipe Bursting	1,430	LF	\$ 400	\$ 572,000
Basis for Cost Projection:		Subtotal:			\$ 950,800
☒	No Design Completed	Contingency (%,+/-) 30%			\$ 285,240
☐	Preliminary Design	Professional Services (%,+/-) 10%			\$ 95,080
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 1,340,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$10,000. *Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion. *Allowance accounts for potential change orders and will be recovered if not used.					

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E 5-Yr-2 Kirkpatrick Interceptor					
Project Description:	Approximately 530 LF of 15-inch wastewater main is proposed running south from Sunlight Drive to Kirkpatrick Lane.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 26,000	\$ 26,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Traffic	1	LS	\$ 35,000	\$ 35,000
5	Erosion Control	0.08	MI	\$ 10,000	\$ 5,800
6	Bypass Pumping	1	LS	\$ 25,000	\$ 25,000
7	4' Manhole	3	EA	\$ 12,500	\$ 38,000
8	15" Sanitary Sewer by Pipe Bursting	530	LF	\$ 400	\$ 212,000
Basis for Cost Projection:		Subtotal:			\$ 516,800
☒	No Design Completed	Contingency (%,+/-) 30%			\$ 155,040
☐	Preliminary Design	Professional Services (%,+/-) 10%			\$ 51,680
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 730,000
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Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E 5-Yr-3 Upper Timber Interceptor (College Parkway to Corporate Drive)					
Project Description:	Approximately 550 LF of 15-inch wastewater main is proposed running south from College Parkway to Corporate Drive.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 28,000	\$ 28,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Traffic	1	LS	\$ 50,000	\$ 50,000
5	Erosion Control	0.09	MI	\$ 10,000	\$ 6,000
6	Bypass Pumping	1	LS	\$ 25,000	\$ 25,000
7	4' Manhole	3	EA	\$ 12,500	\$ 38,000
8	15" Sanitary Sewer by Pipe Bursting	550	LF	\$ 400	\$ 220,000
Basis for Cost Projection:		Subtotal:			\$ 542,000
☒	No Design Completed	Contingency (%,+/-)			30% \$ 162,600
☐	Preliminary Design	Professional Services (%,+/-)			10% \$ 54,200
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 760,000
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Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E 5-Yr-4 Upper Timber Interceptor (Morris Road to Leonard and Helen Johns Park)					
Project Description:	Approximately 2,300 LF of 30-inch wastewater main is proposed to replace the existing 27-inch wastewater line from Morris Road to Leonard and Helen Johns Park.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 107,000	\$ 107,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Traffic	1	LS	\$ 25,000	\$ 25,000
5	Erosion Control	0.42	MI	\$ 10,000	\$ 9,300
6	Sewer Line Trench Safety	2,240	LF	\$ 3	\$ 6,720
7	Hydromulch Repair	10,000	SY	\$ 3	\$ 30,000
8	Pavement Repair	3,000	SY	\$ 125	\$ 375,000
9	Bypass Pumping	1	LS	\$ 50,000	\$ 50,000
10	5' Manhole	6	EA	\$ 25,000	\$ 150,000
11	30" Sanitary Sewer	2,240	LF	\$ 400	\$ 896,000
12	48" Casing BOTOC w/30" Carrier Pipe	60	LF	\$ 2,500	\$ 150,000
Basis for Cost Projection:		Subtotal:			\$ 2,124,020
☒	No Design Completed	Contingency (%,+/-)			30% \$ 637,210
☐	Preliminary Design	Professional Services (%,+/-)			10% \$ 212,410
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 2,980,000
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Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	061000231	Checked By:	KSS		
W 5-Yr-1	Western Trunk Line #1, Phase 1				
Project Description:	Approximately 2,400 LF of 15-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.				

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 48,000	\$ 48,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Erosion Control	0.45	MI	\$ 10,000	\$ 9,600
5	Sewer Line Trench Safety	2,400	LF	\$ 3	\$ 7,200
6	Hydromulch Repair	10,700	SY	\$ 3	\$ 32,100
7	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
8	4' Manhole	5	EA	\$ 12,500	\$ 62,500
9	15" Sanitary Sewer	2,400	LF	\$ 250	\$ 600,000

Basis for Cost Projection:	Subtotal:	\$ 946,400
☒ No Design Completed	Contingency (%,+/-) 30%	\$ 283,920
☐ Preliminary Design	Professional Services (%,+/-) 10%	\$ 94,640
☐ Final Design	Easement Acquisition	\$ -
	*Total:	\$ 1,330,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	061000231	Checked By:	KSS		
W 5-Yr-2 Prairie Vista Interceptor					
Project Description:	Approximately 7,100 LF of 8" wastewater main is proposed to provide service to the proposed single family estate development and community activity center in the northern portion of the Prairie Vista service area.				

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 109,000	\$ 109,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Erosion Control	1.34	MI	\$ 10,000	\$ 18,500
5	Sewer Line Trench Safety	7,100	LF	\$ 3	\$ 21,300
6	Hydromulch Repair	31,600	SY	\$ 3	\$ 94,800
7	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
8	4' Manhole	14	EA	\$ 12,500	\$ 175,000
9	8" Sanitary Sewer	7,100	LF	\$ 200	\$ 1,420,000

Basis for Cost Projection:	Subtotal:	\$ 2,175,600
☒ No Design Completed	Contingency (%,+/-) 30%	\$ 652,680
☐ Preliminary Design	Professional Services (%,+/-) 10%	\$ 217,560
☐ Final Design	Easement Acquisition	\$ -
	*Total:	\$ 3,050,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
W 5-Yr-3	Prairie Vista Force Main				
Project Description:	Approximately 1,560 LF of 6" force main is proposed to serve the proposed single family estate development and community activity center in the Northern portion of the Prairie Vista service area.				

Line No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$ 32,000	\$ 32,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Erosion Control	0.3	MI	\$ 10,000	\$ 2,960
5	Force Main Trench Safety	1,560	LF	\$ 3	\$ 4,680
6	Hydromulch Repair	7,000	SY	\$ 3	\$ 21,000
7	6" Force Main	1,410	LF	\$ 125	\$ 176,250
8	6" Plug Valve	1	EA	\$ 6,000	\$ 6,000
9	1" Combination Air Release Valve & Vault	1	EA	\$ 20,000	\$ 20,000
10	14" Casing BOTOC w/ 6" Carrier Pipe	150	LF	\$ 1,000	\$ 150,000

Basis for Cost Projection:	
☒ No Design Completed	Subtotal:
☐ Preliminary Design	Contingency (% , +/-) 30%
☐ Final Design	Professional Services (% , +/-) 10%
	Easement Acquisition
	*Total:

	\$ 587,890
	\$ 176,370
	\$ 58,790
	\$ 93,600
	\$ 920,000

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*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn and Associates, Inc.			Opinion of Probable Construction Cost		
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
W 5-Yr-3	Prairie Vista Lift Station				
Project Description:	This project includes the addition of a new lift station to serve the proposed single family estate development and community activity center in the northern portion of the Prairie Vista service area.				

Line No.	Description	Quantity	Unit	Unit Price	Cost
Civil					
1	Mobilization	1	LS	\$ 97,000	\$ 97,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	300 GPM Submersible Pumps	2	EA	\$ 35,000	\$ 70,000
5	Mechanical Piping & Valves	1	LS	\$ 100,000	\$ 100,000
6	8" Sanitary Sewer	100	LF	\$ 100	\$ 10,000
7	4' Manhole	1	EA	\$ 10,000	\$ 10,000
8	6' Diameter Wet Well	1	LS	\$ 110,000	\$ 110,000
9	Wet Well Excavation	21	CY	\$ 35	\$ 740
10	Valve Vault	1	LS	\$ 40,000	\$ 40,000
11	Odor Control Unit and Controller System	1	LS	\$ 50,000	\$ 50,000
12	Equipment Pads	25	CY	\$ 550	\$ 13,750
13	Concrete Driveway	500	SY	\$ 200	\$ 100,000
14	Chain Link Fence & Gate	1	LS	\$ 50,000	\$ 50,000
15	SWPP	1	LS	\$ 50,000	\$ 50,000
16	Grading/Site Restoration	1	LS	\$ 75,000	\$ 75,000
Civil Subtotal:					\$ 1,101,490

Line No.	Description	Quantity	Unit	Unit Price	Cost
Electrical, Instrumentation, and SCADA					
1	Electrical Service Equipment and Automatic Transfer Switch	1	LS	\$ 100,000	\$ 100,000
2	Variable Frequency Drive	1	LS	\$ 50,000	\$ 50,000
3	Pump Control Panel	1	LS	\$ 50,000	\$ 50,000
4	Standby Diesel Generator and Transfer Switch	1	LS	\$ 250,000	\$ 250,000
5	SCADA Equipment, Instrumentation, and Programming	1	LS	\$ 100,000	\$ 100,000
6	Miscellaneous Electrical Items	1	LS	\$ 100,000	\$ 100,000
7	Area Lighting	1	LS	\$ 10,000	\$ 10,000
8	Electrical Rack Mount and Sunscreen Canopy	1	LS	\$ 20,000	\$ 20,000
9	Electrical Service Provider Allowance	1	LS	\$ 25,000	\$ 25,000
Electrical Subtotal:					\$ 705,000

Basis for Cost Projection:		Subtotal:	\$ 1,806,490
☒ No Design Completed		Contingency (% , +/-) 30%	\$ 541,950
☐ Preliminary Design		Professional Services (% , +/-) 10%	\$ 180,650
☐ Final Design		Easement Acquisition	\$ 65,000
		*Total:	\$ 2,600,000

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*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.			Opinion of Probable Construction Cost		
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 061000231		Checked By: KSS			
W 5-Yr-4 Western Trunk Line #2					
Project Description: Approximately 700 LF of 12-inch wastewater main, 1,150 LF of 15-inch wastewater main, 1,550 LF of 18-inch wastewater main, and 1,500 LF of 21-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 121,000	\$ 121,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Erosion Control	0.88	MI	\$ 10,000	\$ 13,900
5	Sewer Line Trench Safety	4,650	LF	\$ 3	\$ 14,000
6	Hydromulch Repair	20,700	SY	\$ 3	\$ 62,100
7	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
8	4' Manhole	6	EA	\$ 12,500	\$ 75,000
9	5' Manhole	3	EA	\$ 25,000	\$ 75,000
10	12" Sanitary Sewer	700	LF	\$ 225	\$ 157,500
11	15" Sanitary Sewer	1,150	LF	\$ 250	\$ 287,500
12	18" Sanitary Sewer	1,300	LF	\$ 275	\$ 357,500
13	21" Sanitary Sewer	1,500	LF	\$ 325	\$ 487,500
14	30" Casing BOTOC w/18" Carrier Pipe	250	LF	\$ 1,700	\$ 425,000
Basis for Cost Projection:		Subtotal:			\$ 2,413,000
☒ No Design Completed		Contingency (%,+/-) 30%			\$ 723,900
☐ Preliminary Design		Professional Services (%,+/-) 10%			\$ 241,300
☐ Final Design		Easement Acquisition			\$ 90,000
		*Total:			\$ 3,470,000
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*Total is rounded up to the nearest \$10,000.					
*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.					
*Allowance accounts for potential change orders and will be recovered if not used.					

Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
W 5-Yr-5 Western Force Main Phase 1					
Project Description:	Approximately 6,900 LF of 8" force main is proposed to serve the Prairie Vista Service Area.				
Line No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$ 85,000	\$ 85,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Traffic	1	LS	\$ 25,000	\$ 25,000
5	Erosion Control	1.3	MI	\$ 10,000	\$ 13,070
6	Force Main Trench Safety	6,900	LF	\$ 3	\$ 20,700
7	Hydromulch Repair	30,700	SY	\$ 3	\$ 92,100
8	Pavement Repair	250	SY	\$ 125	\$ 31,250
9	8" Force Main	6,900	LF	\$ 150	\$ 1,035,000
10	8" Plug Valve	3	EA	\$ 10,000	\$ 30,000
11	1" Combination Air Release Valve & Vault	2	EA	\$ 20,000	\$ 40,000
Basis for Cost Projection:		Subtotal:			\$ 1,697,120
☒	No Design Completed	Contingency (% , +/-)			30% \$ 509,140
☐	Preliminary Design	Professional Services (% , +/-)			10% \$ 169,720
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 2,380,000
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Kimley-Horn and Associates, Inc.			Opinion of Probable Construction Cost		
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 61000231		Checked By: KSS			
W 5-Yr-5 Western Lift Station Phase 1					
Project Description: This project includes the addition of a new lift station to serve the Prairie Vista Service Area.					

Line No.	Description	Quantity	Unit	Unit Price	Cost
Civil					
1	Mobilization	1	LS	\$ 124,000	\$ 124,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	700 GPM Submersible Pumps	2	EA	\$ 75,000	\$ 150,000
5	LS Mechanical Piping and Valves	1	LS	\$ 200,000	\$ 200,000
6	5' Manhole	1	EA	\$ 15,000	\$ 15,000
7	21" Sanitary Sewer	100	LF	\$ 325	\$ 32,500
8	30' x 10' Cast-In-Place Rectangular Wet Well	1	LS	\$ 326,000	\$ 326,000
9	Wet Well Excavation	223	CY	\$ 35	\$ 7,810
10	Odor Control Unit and Controller System	1	LS	\$ 50,000	\$ 50,000
11	Equipment Pads	25	CY	\$ 550	\$ 13,750
12	Concrete Driveway	500	SY	\$ 200	\$ 100,000
13	Chain Link Fence & Gate	1	LS	\$ 50,000	\$ 50,000
14	SWPP	1	LS	\$ 50,000	\$ 50,000
15	Grading/Site Restoration	1	LS	\$ 75,000	\$ 75,000
Civil Subtotal:					\$ 1,519,060

Line No.	Description	Quantity	Unit	Unit Price	Cost
Electrical, Instrumentation, and SCADA					
1	Electrical Service Equipment and Automatic Transfer Switch	1	LS	\$ 100,000	\$ 100,000
2	Variable Frequency Drive	1	LS	\$ 50,000	\$ 50,000
3	Pump Control Panel	1	LS	\$ 50,000	\$ 50,000
4	Standby Diesel Generator and Transfer Switch	1	LS	\$ 350,000	\$ 350,000
5	SCADA Equipment, Instrumentation, and Programming	1	LS	\$ 100,000	\$ 100,000
6	Miscellaneous Electrical Items	1	LS	\$ 100,000	\$ 100,000
7	Area Lighting	1	LS	\$ 10,000	\$ 10,000
8	Electrical Rack Mount and Sunscreen Canopy	1	LS	\$ 20,000	\$ 20,000
9	Electrical Service Provider Allowance	1	LS	\$ 25,000	\$ 25,000
Electrical Subtotal:					\$ 805,000

Basis for Cost Projection:		Subtotal:	\$ 2,324,060
☒ No Design Completed		Contingency (%, +/-) 30%	\$ 697,220
☐ Preliminary Design		Professional Services (%, +/-) 10%	\$ 232,410
☐ Final Design		Easement Acquisition	\$ 65,000
		*Total:	\$ 3,320,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 061000231		Checked By: KSS			
W 10-Yr-1 Furst Ranch Southwest Interceptor					
Project Description: Approximately 800 LF of 12-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 31,000	\$ 31,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Traffic	1	LS	\$ 25,000	\$ 25,000
5	Erosion Control	0.15	MI	\$ 10,000	\$ 6,600
6	Sewer Line Trench Safety	800	LF	\$ 3	\$ 2,400
7	Hydromulch Repair	3,600	SY	\$ 3	\$ 10,800
8	Pavement Repair	1,100	SY	\$ 125	\$ 137,500
9	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
10	4' Manhole	2	EA	\$ 12,500	\$ 25,000
11	12" Sanitary Sewer	800	LF	\$ 225	\$ 180,000
Basis for Cost Projection:		Subtotal:			\$ 605,300
☒	No Design Completed	Contingency (%,+/-) 30%			\$ 181,590
☐	Preliminary Design	Professional Services (%,+/-) 10%			\$ 60,530
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 850,000
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Kimley-Horn & Associates, Inc.			Opinion of Probable Construction Cost		
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 061000231		Checked By: KSS			
W 10-Yr-2 Cross Timbers Road South Interceptor					
Project Description: Approximately 1,050 LF of 12-inch wastewater main and 1,050 LF of 15-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.					

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 42,000	\$ 42,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Erosion Control	0.40	MI	\$ 10,000	\$ 9,000
5	Sewer Line Trench Safety	2,100	LF	\$ 3	\$ 6,300
6	Hydromulch Repair	9,400	SY	\$ 3	\$ 28,200
7	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
8	4' Manhole	5	EA	\$ 12,500	\$ 62,500
9	12" Sanitary Sewer	1,050	LF	\$ 225	\$ 236,250
10	15" Sanitary Sewer	1,050	LF	\$ 250	\$ 262,500

Basis for Cost Projection:		Subtotal:	\$ 833,750
☒ No Design Completed		Contingency (%,+/-) 30%	\$ 250,130
☐ Preliminary Design		Professional Services (%,+/-) 10%	\$ 83,380
☐ Final Design		Easement Acquisition	\$ -
		*Total:	\$ 1,170,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.			Opinion of Probable Construction Cost		
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	061000231	Checked By:	KSS		
W 10-Yr-3 Dunham Road Interceptor					
Project Description:	Approximately 2,800 LF of 15-inch wastewater main and 2,550 LF of 8-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.				

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 94,000	\$ 94,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Erosion Control	1.01	MI	\$ 10,000	\$ 15,200
5	Sewer Line Trench Safety	5,350	LF	\$ 3	\$ 16,050
6	Hydromulch Repair	23,800	SY	\$ 3	\$ 71,400
7	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
8	4' Manhole	10	EA	\$ 12,500	\$ 125,000
9	8" Sanitary Sewer	2,550	LF	\$ 200	\$ 510,000
10	15" Sanitary Sewer	2,800	LF	\$ 250	\$ 700,000

Basis for Cost Projection:	Subtotal:	\$ 1,868,650
☒ No Design Completed	Contingency (%,+/-) 30%	\$ 560,600
☐ Preliminary Design	Professional Services (%,+/-) 10%	\$ 186,870
☐ Final Design	Easement Acquisition	\$ -
	*Total:	\$ 2,620,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.			Opinion of Probable Construction Cost		
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 061000231		Checked By: KSS			
W 10-Yr-4 Furst Ranch Northwest Interceptor					
Project Description: Approximately 1,700 LF of 12-inch wastewater main and 1,450 LF of 18-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 59,000	\$ 59,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Erosion Control	0.60	MI	\$ 10,000	\$ 11,000
5	Sewer Line Trench Safety	3,150	LF	\$ 3	\$ 9,450
6	Hydromulch Repair	14,000	SY	\$ 3	\$ 42,000
7	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
8	4' Manhole	6	EA	\$ 12,500	\$ 75,000
9	12" Sanitary Sewer	1,700	LF	\$ 225	\$ 382,500
10	18" Sanitary Sewer	1,450	LF	\$ 275	\$ 398,750
Basis for Cost Projection:		Subtotal:			\$ 1,164,700
☒ No Design Completed		Contingency (%,+/-) 30%			\$ 349,410
☐ Preliminary Design		Professional Services (%,+/-) 10%			\$ 116,470
☐ Final Design		Easement Acquisition			\$ 45,000
		*Total:			\$ 1,680,000
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Kimley-Horn & Associates, Inc.			Opinion of Probable Construction Cost		
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 061000231		Checked By: KSS			
W 10-Yr-5 Western Trunk Line #1, Phase 2					
Project Description: Approximately 600 LF of 12-inch wastewater main and 1,000 LF of 15-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.					

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 34,000	\$ 34,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Erosion Control	0.30	MI	\$ 10,000	\$ 8,100
5	Sewer Line Trench Safety	1,600	LF	\$ 3	\$ 4,800
6	Hydromulch Repair	7,200	SY	\$ 3	\$ 21,600
7	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
8	4' Manhole	3	EA	\$ 12,500	\$ 37,500
9	12" Sanitary Sewer	600	LF	\$ 225	\$ 135,000
10	15" Sanitary Sewer	1,000	LF	\$ 250	\$ 250,000

Basis for Cost Projection:		Subtotal:	\$ 678,000
☒	No Design Completed	Contingency (%,+/-) 30%	\$ 203,400
☐	Preliminary Design	Professional Services (%,+/-) 10%	\$ 67,800
☐	Final Design	Easement Acquisition	\$ -
		*Total:	\$ 950,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.			Opinion of Probable Construction Cost		
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 061000231		Checked By: KSS			
W 10-Yr-6 Furst Ranch Phase 2 Infrastructure (Wastewater)					
Project Description: Approximately 3,700 LF of 30-inch wastewater main and 500 LF of 36-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.					

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 159,000	\$ 159,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Traffic	1	LS	\$ 25,000	\$ 25,000
5	Erosion Control	0.75	MI	\$ 10,000	\$ 12,500
6	Sewer Line Trench Safety	3,950	LF	\$ 3	\$ 11,850
7	Hydromulch Repair	17,600	SY	\$ 3	\$ 52,800
8	Pavement Repair	500	SY	\$ 125	\$ 62,500
9	Connect to Existing Manhole	1	EA	\$ 12,000	\$ 12,000
10	5' Manhole	7	EA	\$ 25,000	\$ 175,000
11	6' Manhole	1	EA	\$ 55,000	\$ 55,000
12	30" Sanitary Sewer	3,450	LF	\$ 400	\$ 1,380,000
13	36" Sanitary Sewer	500	LF	\$ 450	\$ 225,000
14	48" Casing BOTOC w/30" Carrier Pipe	250	LF	\$ 2,700	\$ 675,000

Basis for Cost Projection:		Subtotal:	\$ 3,170,650
☒ No Design Completed		Contingency (%,+/-) 30%	\$ 951,200
☐ Preliminary Design		Professional Services (%,+/-) 10%	\$ 317,070
☐ Final Design		Easement Acquisition	\$ 630,000
		*Total:	\$ 5,070,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	061000231	Checked By:	KSS		
W 10-Yr-7 Furst Ranch Phase 3 Infrastructure (Wastewater)					
Project Description:	Approximately 2,350 LF of 18-inch wastewater main is proposed to provide service to the proposed Furst Ranch development.				

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 90,000	\$ 90,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Traffic	1	LS	\$ 25,000	\$ 25,000
5	Erosion Control	0.37	MI	\$ 10,000	\$ 8,700
6	Sewer Line Trench Safety	1,950	LF	\$ 3	\$ 5,850
7	Hydromulch Repair	8,700	SY	\$ 3	\$ 26,100
8	Pavement Repair	100	SY	\$ 125	\$ 12,500
9	Connect to Existing Manhole	2	EA	\$ 12,000	\$ 24,000
10	4' Manhole	5	EA	\$ 12,500	\$ 62,500
11	18" Sanitary Sewer	1,950	LF	\$ 275	\$ 536,250
12	30" Casing BOTOC w/18" Carrier Pipe	400	LF	\$ 1,700	\$ 680,000

Basis for Cost Projection:		Subtotal:	\$ 1,795,900
☒ No Design Completed		Contingency (%,+/-) 30%	\$ 538,770
☐ Preliminary Design		Professional Services (%,+/-) 10%	\$ 179,590
☐ Final Design		Easement Acquisition	\$ -
		*Total:	\$ 2,520,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E BO-1 Upper Timber Interceptor (Helen Johns Park to 1 Place Lane)					
Project Description:	Approximately 1,400 LF of 30-inch wastewater main is proposed to replace the existing 27-inch wastewater line from Helen Johns Park to 1 PI Lane.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 150,000	\$ 76,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Traffic	1	LS	\$ 25,000	\$ 25,000
5	Erosion Control	0.25	MI	\$ 10,000	\$ 7,600
6	Sewer Line Trench Safety	1,340	LF	\$ 3	\$ 4,020
7	Hydromulch Repair	6,000	SY	\$ 3	\$ 18,000
8	Pavement Repair	1,800	SY	\$ 125	\$ 225,000
9	Bypass Pumping	1	LS	\$ 50,000	\$ 50,000
10	5' Manhole	4	EA	\$ 25,000	\$ 100,000
11	30" Sanitary Sewer	1,340	LF	\$ 400	\$ 536,000
12	48" Casing BOTOC w/30" Carrier Pipe	60	LF	\$ 2,500	\$ 150,000
Basis for Cost Projection:		Subtotal:			\$ 1,516,620
☒	No Design Completed	Contingency (%,+/-) 30%			\$ 454,990
☐	Preliminary Design	Professional Services (%,+/-) 10%			\$ 151,670
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 2,130,000
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Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E BO-2	Southside Force Main Extension				
Project Description:	Approximately 4,600 LF of 18-inch force main is proposed to alleviate capacity constraints at the raw water lift station at the wastewater treatment plant. This force main will connect to the existing 18" force main constructed as part of the Lakeside Lift Station and Force Main project and end at the headworks of the Town's wastewater treatment plant.				
Line No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$ 163,000	\$ 163,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Traffic	1	LS	\$ 35,000	\$ 35,000
5	Erosion Control	0.8	MI	\$ 10,000	\$ 7,960
6	Force Main Trench Safety	4,200	LF	\$ 3	\$ 12,600
7	Hydromulch Repair	18,700	SY	\$ 3	\$ 56,100
8	3" Combination Air Release Valve & Vault	2	EA	\$ 40,000	\$ 80,000
9	Connect to Headworks	1	EA	\$ 60,000	\$ 60,000
10	Connect to Existing 18" Force Main	1	EA	\$ 250,000	\$ 250,000
12	30" Casing BOTOc w/18" Carrier Pipe	400	LF	\$ 1,800	\$ 720,000
13	18" Force Main	4,600	LF	\$ 350	\$ 1,610,000
13	Cathodic Protection	1	EA	\$ 75,000	\$ 75,000
Basis for Cost Projection:		Subtotal:			\$ 3,244,660
☒	No Design Completed	Contingency (% , +/-)			30% \$ 973,400
☐	Preliminary Design	Professional Services (% , +/-)			10% \$ 324,470
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 4,550,000
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Kimley-Horn and Associates, Inc.			Opinion of Probable Construction Cost		
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - East		Prepared By: BP			
KHA No.: 61000231		Checked By: KSS			
E BO-3 Southside Pump Upgrade					
Project Description: This project includes upsizing the two smaller pumps at the Southside Lift Station to add capacity to the lift station.					

Line No.	Description	Quantity	Unit	Unit Price	Cost
Civil					
1	Mobilization	1	LS	\$ 56,000	\$ 56,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	1,500 GPM Submersible Pumps	2	EA	\$ 150,000	\$ 300,000
5	Mechanical Piping and Fittings	1	LS	\$ 120,000	\$ 120,000
6	Remove Existing Pumps and Piping	1	LS	\$ 30,000	\$ 30,000
Civil Subtotal:					\$ 681,000

Line No.	Description	Quantity	Unit	Unit Price	Cost
Electrical, Instrumentation, and SCADA					
1	Variable Frequency Drive	2	EA	\$ 50,000	\$ 100,000
2	Pump Control Panel	1	EA	\$ 100,000	\$ 100,000
3	SCADA Equipment, Instrumentation, and Programming	1	LS	\$ 100,000	\$ 100,000
4	Miscellaneous Electrical Items	1	LS	\$ 100,000	\$ 100,000
5	Electrical Service Provider Allowance	1	LS	\$ 25,000	\$ 25,000
Electrical Subtotal:					\$ 425,000

Basis for Cost Projection:		Subtotal:		\$ 1,106,000
☒ No Design Completed		Contingency (% , +/-) 30%		\$ 331,800
☐ Preliminary Design		Professional Services (% , +/-) 10%		\$ 110,600
☐ Final Design		Easement Acquisition		\$ -
		*Total:		\$ 1,550,000

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 *Total is rounded up to the nearest \$10,000.
 *Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.
 *Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E BO-4 Upper Timber Interceptor (Rippy Road to Pecan Drive)					
Project Description: Approximately 430 LF of 21-inch wastewater main is proposed running south from Rippy Road to Pecan Drive.					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 29,000	\$ 29,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Traffic	1	LS	\$ 50,000	\$ 50,000
5	Erosion Control	0.08	MI	\$ 10,000	\$ 5,820
6	Bypass Pumping	1	LS	\$ 50,000	\$ 50,000
7	5' Manhole	2	EA	\$ 25,000	\$ 50,000
8	21" Sanitary Sewer by Pipe Bursting	430	LF	\$ 500	\$ 215,000
Basis for Cost Projection:		Subtotal:			\$ 574,820
☒	No Design Completed	Contingency (%,+/-)			30% \$ 172,450
☐	Preliminary Design	Professional Services (%,+/-)			10% \$ 57,490
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 810,000
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Kimley-Horn & Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E BO-5 Upper Timber Interceptor (Waketon Road)					
Project Description:	Approximately 1,950 LF of 18-inch wastewater main is proposed running south from Long Prairie Road to the intersection of Waketon Road and Rippy Road.				
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 56,000	\$ 56,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Traffic	1	LS	\$ 35,000	\$ 35,000
5	Erosion Control	0.37	MI	\$ 10,000	\$ 8,700
6	Sewer Line Trench Safety	1,950	LF	\$ 3	\$ 5,850
7	Hydromulch Repair	8,700	SY	\$ 3	\$ 26,100
8	Pavement Repair	1,200	SY	\$ 125	\$ 150,000
9	Bypass Pumping	1	LS	\$ 25,000	\$ 25,000
10	4' Manhole	7	EA	\$ 12,500	\$ 87,500
11	18" Sanitary Sewer	1,950	LF	\$ 275	\$ 536,250
Basis for Cost Projection:		Subtotal:			\$ 1,105,400
☒	No Design Completed	Contingency (%,+/-) 30%			\$ 331,620
☐	Preliminary Design	Professional Services (%,+/-) 10%			\$ 110,540
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 1,550,000
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Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - East		Prepared By: BP			
KHA No.: 61000231		Checked By: KSS			
E BO-6 Wastewater Treatment Plant Additional Treatment Units					
Project Description: This project consists of the addition of new treatment units to increase the capacity of the wastewater treatment plant.					
Line No.	Description	Quantity	Unit	Unit Price	Cost
1	Convert Third Basin to an Aeration Basin, Add One Additional Final Clarifier	1	LS	\$ 8,517,000	\$ 8,517,000
2	New Covered Peak Flow Storage with Odor Control	1	LS	\$ 3,142,000	\$ 3,142,000
Basis for Cost Projection:		Subtotal:			\$ 11,659,000
☒	No Design Completed	Contingency (% , +/-)			\$ -
☐	Preliminary Design	Professional Services (% , +/-)			\$ 1,124,000
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 12,790,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$10,000. *Costs developed by Plummer and Associates as part of the wastewater treatment plant master plan dated 2023. Costs are shown in 2025 dollars.					

Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	10/27/2025		
Project:	Wastewater Master Plan - East	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
E BO-7	WWTP SBR Conversion				
Project Description:	This project consists of the conversion of an existing sequencing batch reactor basin to a storage basin to retain wastewater during peak flow events.				
Line No.	Description	Quantity	Unit	Unit Price	Cost
1	Convert One (1) SBR Basin to Peak Flow Storage	1	LS	\$ 1,359,000	\$ 1,359,000
Basis for Cost Projection:		Subtotal:			\$ 1,359,000
☒	No Design Completed	Contingency (% , +/-)			
☐	Preliminary Design	Professional Services (% , +/-)			\$ 122,000
☐	Final Design	Easement Acquisition			\$ -
		*Total:			\$ 1,490,000
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. *Total is rounded up to the nearest \$10,000. *Costs developed by Plummer and Associates as part of the wastewater treatment plant master plan dated 2023. Costs are shown in 2025 dollars.					

Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
W BO-1 Western Force Main Phase 2					
Project Description: Approximately 6,900 LF of 12" force main is proposed to serve the Prairie Vista Service Area.					
Line No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$ 105,000	\$ 105,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Traffic	1	LS	\$ 25,000	\$ 25,000
5	Erosion Control	1.3	MI	\$ 10,000	\$ 13,070
6	Force Main Trench Safety	6,900	LF	\$ 3	\$ 20,700
7	Hydromulch Repair	30,700	SY	\$ 3	\$ 92,100
8	Pavement Repair	250	SY	\$ 125	\$ 31,250
9	12" Force Main	6,900	LF	\$ 200	\$ 1,380,000
10	12" Plug Valve	3	EA	\$ 15,000	\$ 45,000
11	2" Combination Air Release Valve & Vault	2	EA	\$ 30,000	\$ 60,000
Basis for Cost Projection:		Subtotal:			\$ 2,097,120
☒	No Design Completed	Contingency (% , +/-)			30% \$ 629,140
☐	Preliminary Design	Professional Services (% , +/-)			10% \$ 209,720
☐	Final Design	Easement Acquisition			\$ 1,035,000
		*Total:			\$ 3,980,000
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Kimley-Horn and Associates, Inc.			Opinion of Probable Construction Cost		
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 61000231		Checked By: KSS			
W BO-1 Western Lift Station Phase 2					
Project Description: This project includes upsizing the pumps at the Western Lift Station to add capacity to the lift station.					
Line No.	Description	Quantity	Unit	Unit Price	Cost
Civil					
1	Mobilization	1	LS	\$ 197,000	\$ 197,000
2	Allowance	1	LS	\$ 150,000	\$ 150,000
3	1,400 GPM Submersible Pumps	3	EA	\$ 150,000	\$ 450,000
4	Grading/Site Restoration	1	LS	\$ 150,000	\$ 150,000
5	Bypass Pumping	1	LS	\$ 1,000,000	\$ 1,000,000
6	Mechanical Piping and Valves	1	LS	\$ 600,000	\$ 600,000
7	Remove Existing Pumps and Piping	1	LS	\$ 30,000	\$ 30,000
Civil Subtotal:					\$ 2,577,000
Line No.	Description	Quantity	Unit	Unit Price	Cost
Electrical, Instrumentation, and SCADA					
1	Variable Frequency Drive	1	LS	\$ 100,000	\$ 100,000
2	Pump Control Panel	1	LS	\$ 100,000	\$ 100,000
3	Standby Diesel Generator and Transfer Switch	1	LS	\$ 600,000	\$ 600,000
4	SCADA Equipment, Instrumentation, and Programming	1	LS	\$ 100,000	\$ 100,000
5	Miscellaneous Electrical Items	1	LS	\$ 100,000	\$ 100,000
6	Electrical Building	1	LS	\$ 100,000	\$ 100,000
7	Electrical Service Provider Allowance	1	LS	\$ 25,000	\$ 25,000
Electrical Subtotal:					\$ 1,125,000
Basis for Cost Projection:		Subtotal:		\$ 3,702,000	
☒	No Design Completed	Contingency (% , +/-)		30%	\$ 1,110,600
☐	Preliminary Design	Professional Services (% , +/-)		10%	\$ 370,200
☐	Final Design	Easement Acquisition			\$ -
		*Total:		\$ 5,190,000	
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Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
W BO-2 Southwest Force Main					
Project Description:	Approximately 8,050 LF of 4" force main is proposed to serve the single family estate developments in the Southwest portion of the Denton Creek service area.				

Line No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$ 114,000	\$ 114,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	Erosion Control	1.5	MI	\$ 10,000	\$ 15,250
5	Force Main Trench Safety	8,050	LF	\$ 3	\$ 24,150
6	Hydromulch Repair	35,800	SY	\$ 3	\$ 107,400
7	4" Force Main	8,050	LF	\$ 110	\$ 885,500
8	4" Plug Valve	4	EA	\$ 5,000	\$ 20,000
9	1" Combination Air Release Valve & Vault	2	EA	\$ 20,000	\$ 40,000
10	TRA Meter Station	1	LS	\$ 750,000	\$ 750,000

Basis for Cost Projection:		Subtotal:	\$ 2,281,300
☒ No Design Completed		Contingency (% , +/-) 30%	\$ 684,390
☐ Preliminary Design		Professional Services (% , +/-) 10%	\$ 228,130
☐ Final Design		Easement Acquisition	\$ -
		*Total:	\$ 3,200,000

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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
W BO-2	Southwest Lift Station				
Project Description:	This project includes the addition of a new lift station to serve the proposed single family estate developments in the southwest portion of the Denton Creek service area.				
Line No.	Description	Quantity	Unit	Unit Price	Cost
Civil					
1	Mobilization	1	LS	\$ 96,000	\$ 96,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	200 GPM Submersible Pumps	2	EA	\$ 30,000	\$ 60,000
5	Mechanical Piping & Valves	1	LS	\$ 100,000	\$ 100,000
6	4' Manhole	1	EA	\$ 10,000	\$ 10,000
7	8" Sanitary Sewer	100	LF	\$ 100	\$ 10,000
8	6' Diameter Wet Well	1	LS	\$ 110,000	\$ 110,000
9	Wet Well Excavation	21	CY	\$ 35	\$ 740
10	Valve Vault	1	LS	\$ 40,000	\$ 40,000
11	Odor Control Unit and Controller System	1	LS	\$ 50,000	\$ 50,000
12	Equipment Pads	25	CY	\$ 550	\$ 13,750
13	Concrete Driveway	500	SY	\$ 200	\$ 100,000
14	Chain Link Fence & Gate	1	LS	\$ 50,000	\$ 50,000
15	SWPP	1	LS	\$ 50,000	\$ 50,000
16	Grading/Site Restoration	1	LS	\$ 75,000	\$ 75,000
Civil Subtotal:					\$ 1,090,490
Line No.	Description	Quantity	Unit	Unit Price	Cost
Electrical, Instrumentation, and SCADA					
1	Electrical Service Equipment and Automatic Transfer Switch	1	LS	\$ 100,000	\$ 100,000
2	Variable Frequency Drive	1	LS	\$ 50,000	\$ 50,000
3	Pump Control Panel	1	LS	\$ 50,000	\$ 50,000
4	Standby Diesel Generator and Transfer Switch	1	LS	\$ 250,000	\$ 250,000
5	SCADA Equipment, Instrumentation, and Programming	1	LS	\$ 100,000	\$ 100,000
6	Miscellaneous Electrical Items	1	LS	\$ 100,000	\$ 100,000
7	Area Lighting	1	LS	\$ 10,000	\$ 10,000
8	Electrical Rack Mount and Sunscreen Canopy	1	LS	\$ 20,000	\$ 20,000
9	Electrical Service Provider Allowance	1	LS	\$ 25,000	\$ 25,000
Electrical Subtotal:					\$ 705,000
Basis for Cost Projection:		Subtotal:		\$ 1,795,490	
☒	No Design Completed	Contingency (% , +/-)		30%	\$ 538,650
☐	Preliminary Design	Professional Services (% , +/-)		10%	\$ 179,550
☐	Final Design	Easement Acquisition			\$ 65,000
		*Total:		\$ 2,580,000	
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Kimley-Horn and Associates, Inc.		Opinion of Probable Construction Cost			
Client:	Town of Flower Mound	Date:	9/26/2025		
Project:	Wastewater Master Plan - West	Prepared By:	BP		
KHA No.:	61000231	Checked By:	KSS		
W BO-3 Southeast Force Main					
Project Description:	Approximately 3,750 LF of 4" force main is proposed to serve the existing and proposed single family estates in the Southern portion of the Prairie Vista service area.				

Line No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$ 36,000	\$ 36,000
2	Miscellaneous	1	LS	\$ 100,000	\$ 100,000
3	Allowance	1	LS	\$ 75,000	\$ 75,000
4	Erosion Control	0.5	MI	\$ 10,000	\$ 4,740
5	Force Main Trench Safety	2,500	LF	\$ 3	\$ 7,500
6	Hydromulch Repair	11,200	SY	\$ 3	\$ 33,600
7	Pavement Repair	150	SY	\$ 125	\$ 18,750
8	4" Force Main	3,750	LF	\$ 110	\$ 412,500
9	4" Plug Valve	1	EA	\$ 5,000	\$ 5,000
10	1" Combination Air Release Valve & Vault	1	EA	\$ 20,000	\$ 20,000

Basis for Cost Projection:		Subtotal:	\$ 713,090
☒ No Design Completed		Contingency (% , +/-) 30%	\$ 213,930
☐ Preliminary Design		Professional Services (% , +/-) 10%	\$ 71,310
☐ Final Design		Easement Acquisition	\$ 150,000
		*Total:	\$ 1,150,000

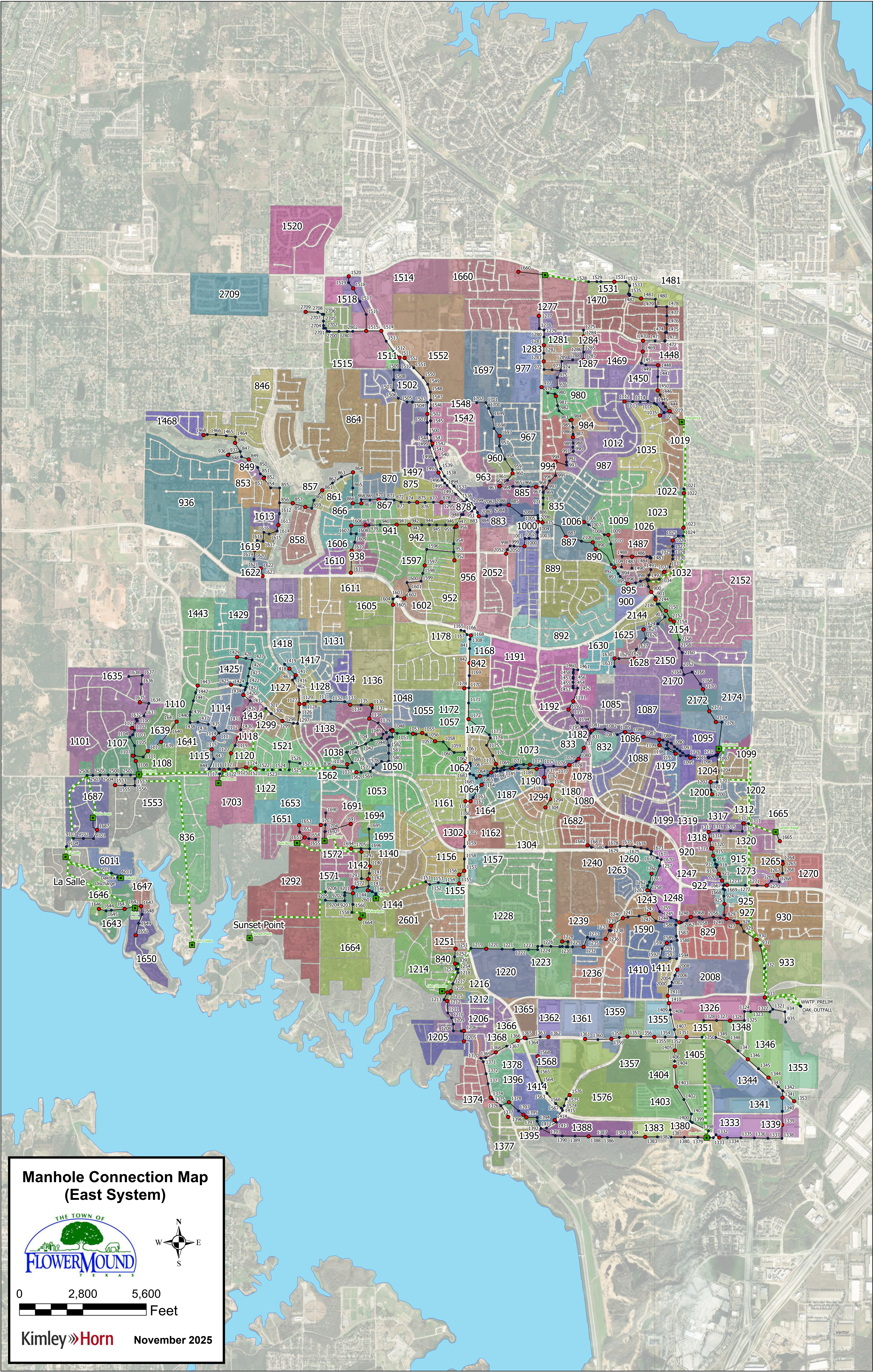
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*Total is rounded up to the nearest \$10,000.

*Miscellaneous accounts for any work that is not accounted for in the above table that will be necessary for project completion.

*Allowance accounts for potential change orders and will be recovered if not used.

Kimley-Horn and Associates, Inc.				Opinion of Probable Construction Cost	
Client: Town of Flower Mound		Date: 9/26/2025			
Project: Wastewater Master Plan - West		Prepared By: BP			
KHA No.: 61000231		Checked By: KSS			
W BO-3 Southeast Lift Station					
Project Description: This project includes the addition of a new lift station to serve the existing and proposed single family estates in the southern portion of the Prairie Vista service area.					
Line No.	Description	Quantity	Unit	Unit Price	Cost
Civil					
1	Mobilization	1	LS	\$ 96,000	\$ 96,000
2	Miscellaneous	1	LS	\$ 175,000	\$ 175,000
3	Allowance	1	LS	\$ 150,000	\$ 150,000
4	150 GPM Submersible Pumps	2	EA	\$ 30,000	\$ 60,000
5	Mechanical Piping & Valves	1	LS	\$ 100,000	\$ 100,000
6	4' Manhole	1	EA	\$ 10,000	\$ 10,000
7	8" Sanitary Sewer	100	LF	\$ 100	\$ 10,000
8	6' Diameter Wet Well	1	LS	\$ 110,000	\$ 110,000
9	Wet Well Excavation	21	CY	\$ 35	\$ 740
10	Valve Vault	1	EA	\$ 40,000	\$ 40,000
11	Odor Control Unit and Controller System	1	LS	\$ 50,000	\$ 50,000
12	Equipment Pads	25	CY	\$ 550	\$ 13,750
13	Concrete Driveway	500	SY	\$ 200	\$ 100,000
14	Chain Link Fence & Gate	1	LS	\$ 50,000	\$ 50,000
15	SWPP	1	LS	\$ 50,000	\$ 50,000
16	Grading/Site Restoration	1	LS	\$ 75,000	\$ 75,000
Civil Subtotal:					\$ 1,090,490
Line No.	Description	Quantity	Unit	Unit Price	Cost
Electrical, Instrumentation, and SCADA					
1	Electrical Service Equipment and Automatic Transfer Switch	1	LS	\$ 100,000	\$ 100,000
2	Variable Frequency Drive	1	LS	\$ 50,000	\$ 50,000
3	Pump Control Panel	1	LS	\$ 50,000	\$ 50,000
4	Standby Diesel Generator and Transfer Switch	1	LS	\$ 250,000	\$ 250,000
5	SCADA Equipment, Instrumentation, and Programming	1	LS	\$ 100,000	\$ 100,000
6	Miscellaneous Electrical Items	1	LS	\$ 100,000	\$ 100,000
7	Area Lighting	1	LS	\$ 10,000	\$ 10,000
8	Electrical Rack Mount and Sunscreen Canopy	1	LS	\$ 20,000	\$ 20,000
9	Electrical Service Provider Allowance	1	LS	\$ 25,000	\$ 25,000
Electrical Subtotal:					\$ 705,000
Basis for Cost Projection:		Subtotal:		\$ 1,795,490	
☒	No Design Completed	Contingency (% , +/-)		30%	\$ 538,650
☐	Preliminary Design	Professional Services (% , +/-)		10%	\$ 179,550
☐	Final Design	Easement Acquisition			\$ 65,000
		*Total:		\$ 2,580,000	
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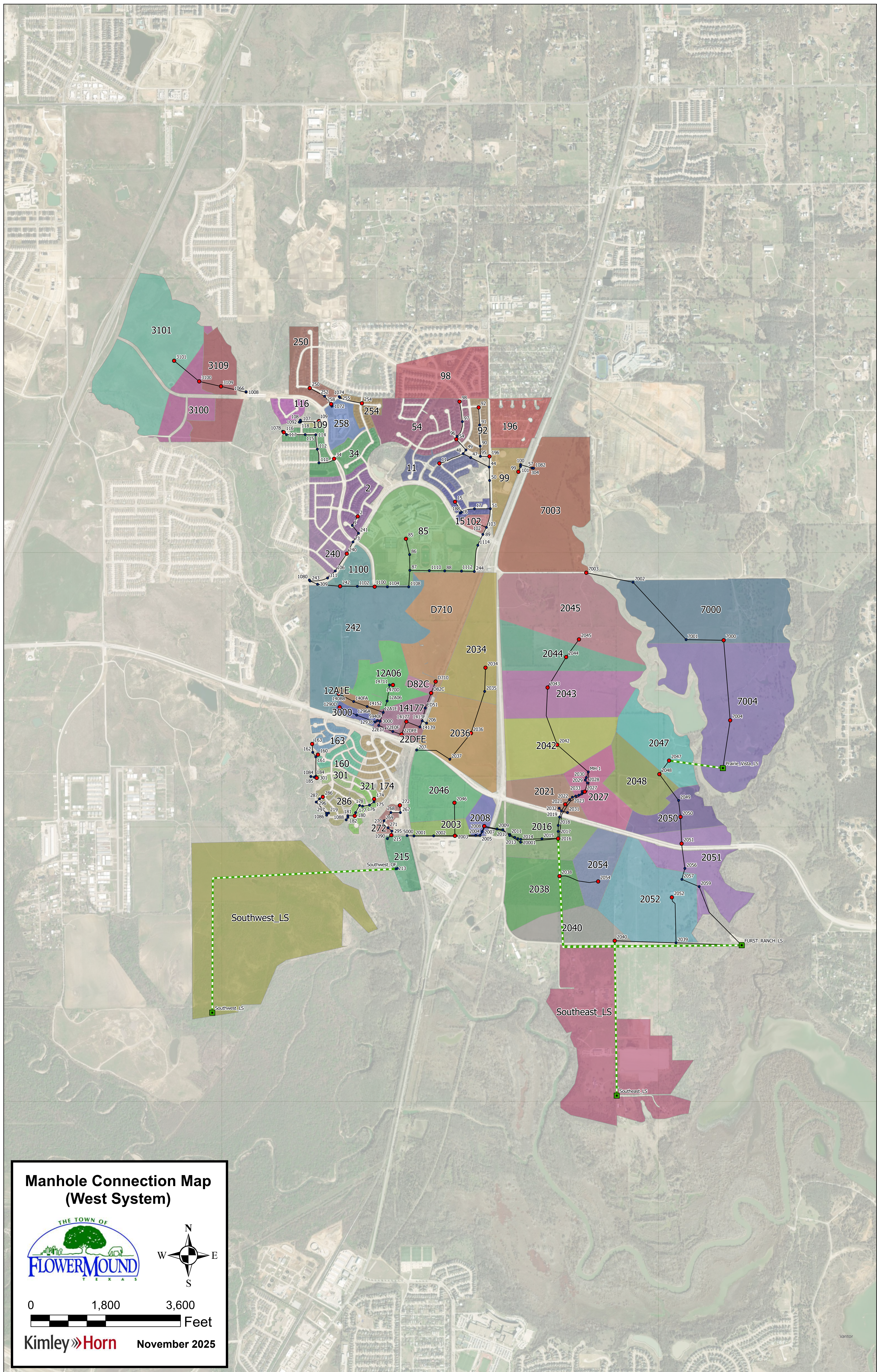


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	Denton Creek	
	 Wastewater Model	 Appendix D

9.0 WASTEWATER PLAN

The Town has retained Kimley-Horn to update the Town's wastewater model and Wastewater Master Plan for the year 2025. The 2009 Wastewater Master Plan and wastewater model done by KBR was previously updated by Kimley-Horn in 2015 and 2020. This master plan update included an update to the 2020 model based on current wastewater flows, demographics, future land uses and growth projections. This master plan projects growth and associated infrastructure needs for years 2030, 2035 and buildout. Furthermore, previous master planning efforts have been limited to the east side of Flower Mound due to limited development in the west. Over the last five years, west Flower Mound has seen an increase in development activity that warranted developing a detailed master plan. The results of this additional master planning have been incorporated as part of the 2025 update.

Historically, the Town's wastewater system was divided into five major service areas to correspond with the Town's five planning districts: Long Prairie, Lakeside, Cross Timbers Conservation District, Denton Creek, and Prairie Vista. Both Denton Creek and Prairie Vista are in the west part of the Town and are served by the Trinity River Authority of Texas (TRA). As mentioned above, development has increased in the Denton Creek and Prairie Vista service areas, with the Furst Ranch planned development spanning both and requiring shared wastewater infrastructure. To better meet these needs and streamline planning in the west part of the Town, both areas have been combined into a single Denton Creek service area.

Figure 2 has been replaced with an updated map of west Flower Mound that depicts the revised service area limits as well as the TRA infrastructure. **Figure 3** has been replaced with the Wastewater Capital Improvements Capacity Projects (West System) map.

Wastewater Treatment Plant

Currently the treatment plant serves the Long Prairie and Lakeside service areas. While the collection system is designed and rated to accommodate peak wet weather conditions, the wastewater treatment plant is permitted and rated based on average annual flow rates. In previous discussions with the Town, the treatment plant had a capacity of 9.5 million gallons a day (MGD) but was de-rated in 2019 to have a capacity of 8.7 MGD. Utilizing the dry weather model prepared as part of the model update, the projected build out annual average flow for these areas is around 8.4 MGD and the existing projected average day flow is 7.0 MGD.

Although the plant has adequate capacity to meet buildout flows, the Texas Commission on Environmental Quality (TCEQ) requires wastewater treatment plants to have a design capacity at least 10% above projected buildout average flows. The Town completed a Wastewater Treatment Plant (WWTP) Master Plan in 2023 and identified necessary capital

improvements projects to meet TCEQ requirements. See the 2023 WWTP Master Plan for details on required capital improvements to achieve 10 MGD capacity.

Service Areas

Three wastewater service areas exist within the Town and are identified as Long Prairie, Lakeside Business District, and Denton Creek.

Long Prairie

This area is currently served by the existing collection system and wastewater treatment plant. It is nearly built-out, except in the far northwestern corner along FM 2499 and FM 407. Based on the 2009 Master Plan Update, recommendations have been made for capital improvements to increase the capacities of the interceptor lines, lift stations and force mains to accommodate future flows expected from ultimate build-out conditions in the existing service area.

Lakeside Business District

The Lakeside Business District was originally composed of two land uses: Campus Industrial and Campus Commercial. At the time of the 2009 report, the Campus Industrial use was generally built-out with the remainder of developable land with the Lakeside Business District being Campus Commercial.

Prior to the 2015 update, a developer approached the Town with plans to pursue a Mixed Use development in the western part of the Lakeside Business District that exceeded the density projections associated with Campus Commercial. Kimley-Horn worked with the Town's planning department to determine what wastewater demands should be utilized for the new mixed use development. Based on the guidance provided by the Town, a composite average day wastewater demand of 2,440 gallons per day per acre was utilized in 2015 for the anticipated mixture of residential and non-residential uses (Mixed Use). In the 2020 and 2025 model update, the Mixed Use duty factor was increased to 3,200 gallons per day per acre.

In several other instances, developers have approached the Town with plans to develop properties with a higher density than allowed by the land use. Most recently, the Lakeside Village and Wynn Crosby developments have gone through the development review process and had their development plans approved with densities greater than that projected by the respective land use duty factors. These developments have been incorporated into the current model with the sewer loads specified in the development review process instead of sewer loads calculated utilizing duty factors.

During the 2020 model updates, capital improvements projects were identified due to the projected increased densities and classified as necessary improvements within 5 years.

Between 2020 and 2025, significant development has occurred in the Lakeside Business District; however, many areas have developed at lower densities than projected in 2020. This led to reduced peak flows in the 2025 model updates compared to the 2020 model. Consequently, some capital improvement projects identified in the 2020 update are no longer required, while others have been rescheduled for later phases.

Two of the projects that have been pushed into the buildout phase include the Southside Lift Station Improvements and Southside Force Main Extension. The Town's Southside Lift Station may require pumping improvements in the future to accommodate the projected flows indicated by the buildout peak flow simulation. In addition to these improvements, it may be necessary to extend the force main from the lift station to the wastewater treatment plant preliminary treatment area. Currently the force main discharges into the Town's gravity sewer systems just north of Lakeside Parkway, but in the future may need to be extended from this point to the treatment plant.

Denton Creek

The Town currently has a contract with TRA to provide wastewater service for the Denton Creek service area (formerly Denton Creek and Prairie Vista) which falls within TRA's Denton Creek Regional Wastewater System (DCRWS).

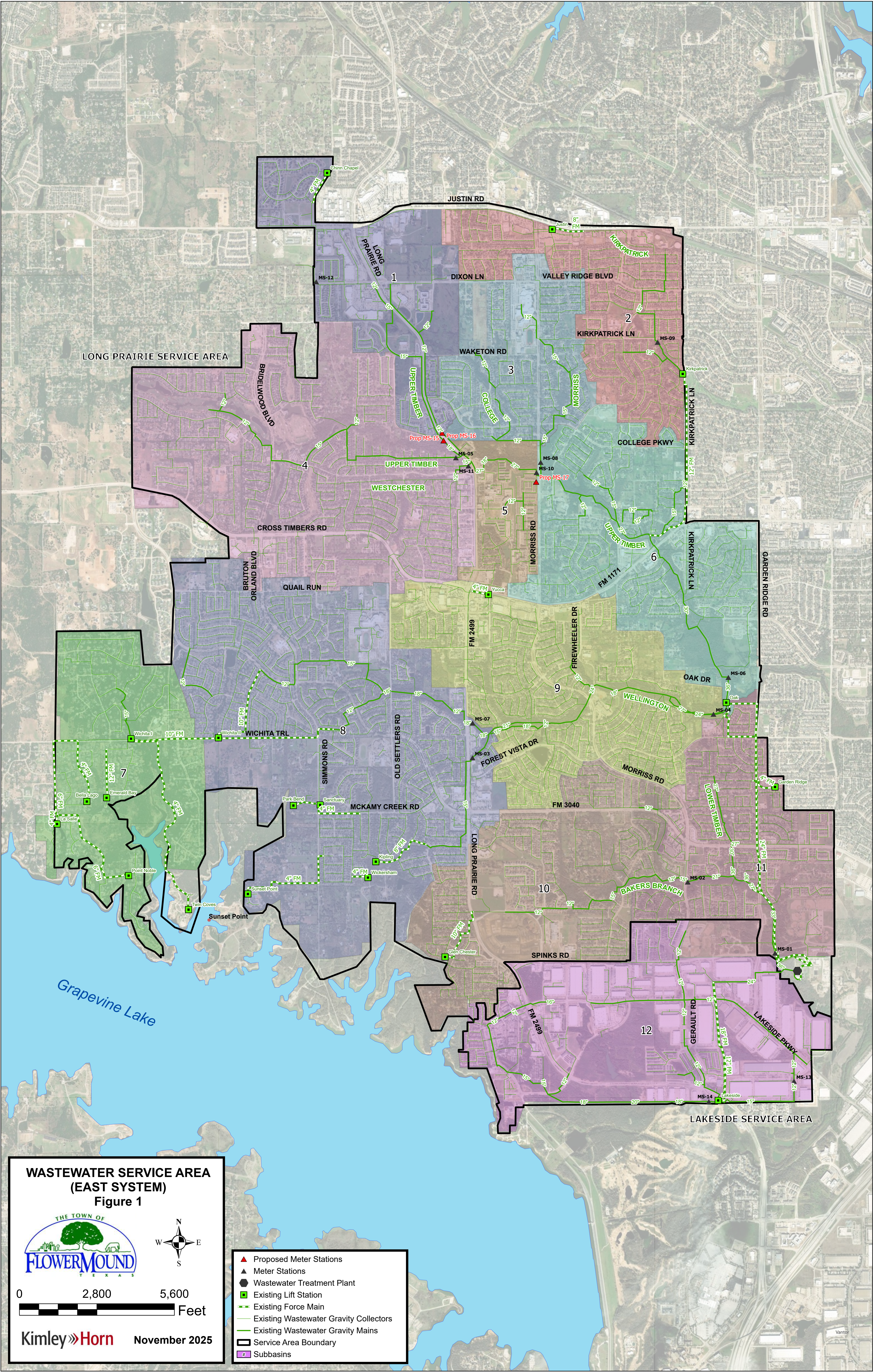
New development plans within the Denton Creek Service area include the Monarch commercial development, the Brookview Estates residential development, portions of the Furst Ranch mixed use development, a new single-family estate development and a community activity center.

As part of the 2025 master plan, comprehensive modeling and planning for the TRA service area were conducted to assess current conditions and forecast future infrastructure requirements to support anticipated growth. Infrastructure necessary for proposed developments was incorporated into the future phase model scenarios. The current peak flow is measured at 1.2 MGD, while the projected buildout peak flow is 14.7 MGD. **Figure 3** provides an illustration of the TRA service area.

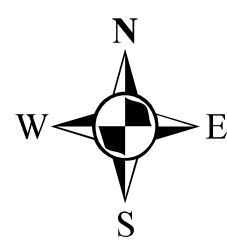
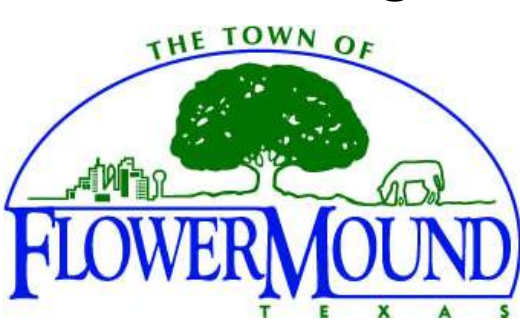
From conversations with TRA, the DCRWS is growing faster than previously anticipated resulting additional infrastructure needs. TRA will be performing a wastewater model update for the DCRWS soon which will likely trigger additional TRA infrastructure requirements and potential improvements to TRA's wastewater treatment plant. Specifics of the additional infrastructure and associated costs are not known currently; however, it's understood that a portion of the infrastructure will be the Town's responsibility and will likely be covered through rate increases.

From conversations with the Town, there is a wastewater agreement with the Town of

Argyle (Argyle) to route some of Argyle's flow through the Town's sewer infrastructure before ultimately being conveyed to TRA interceptors. Sewer loads representing the Argyle connection were included in the West system model.



WASTEWATER SERVICE AREA
(EAST SYSTEM)
Figure 1

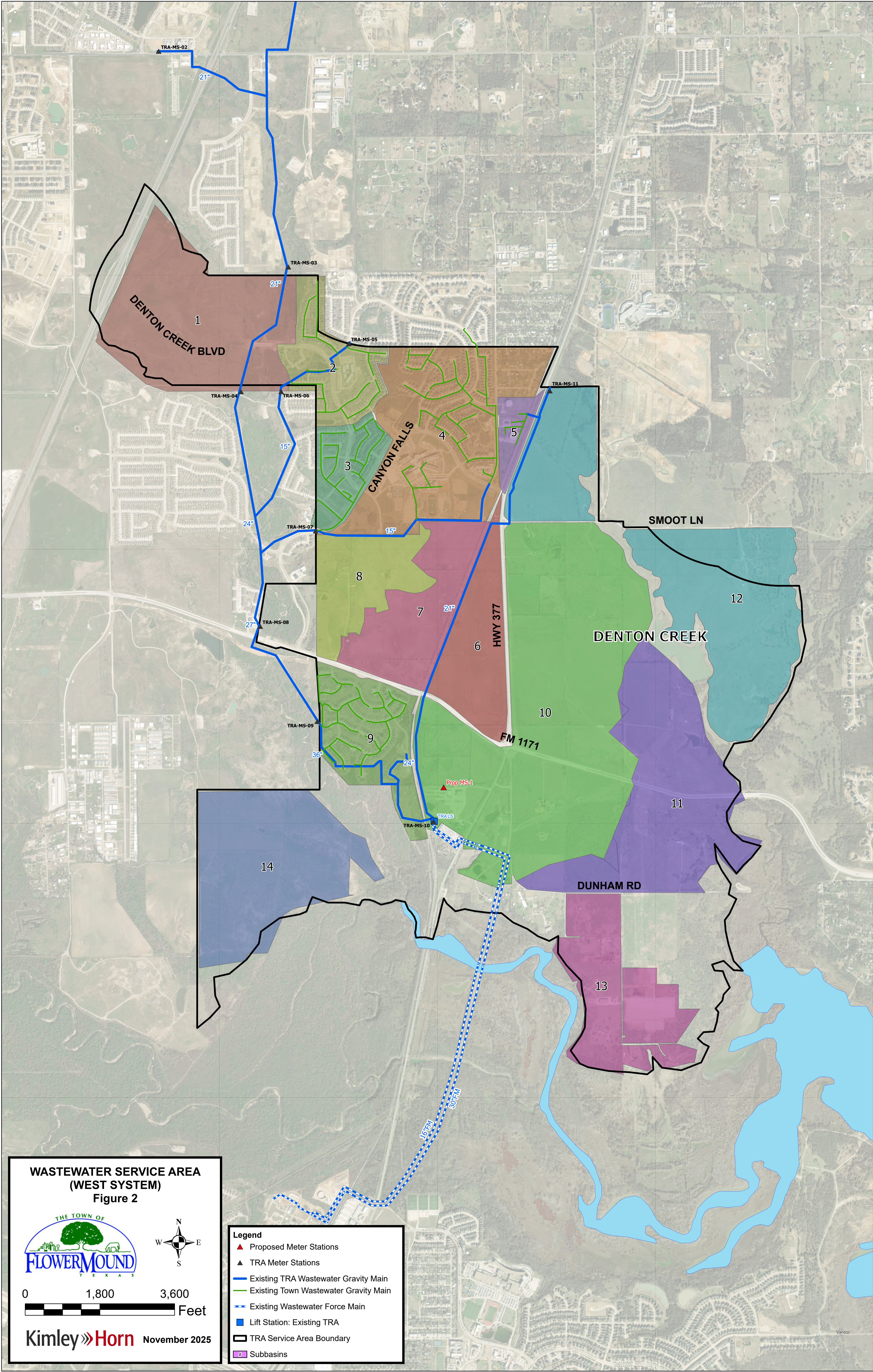


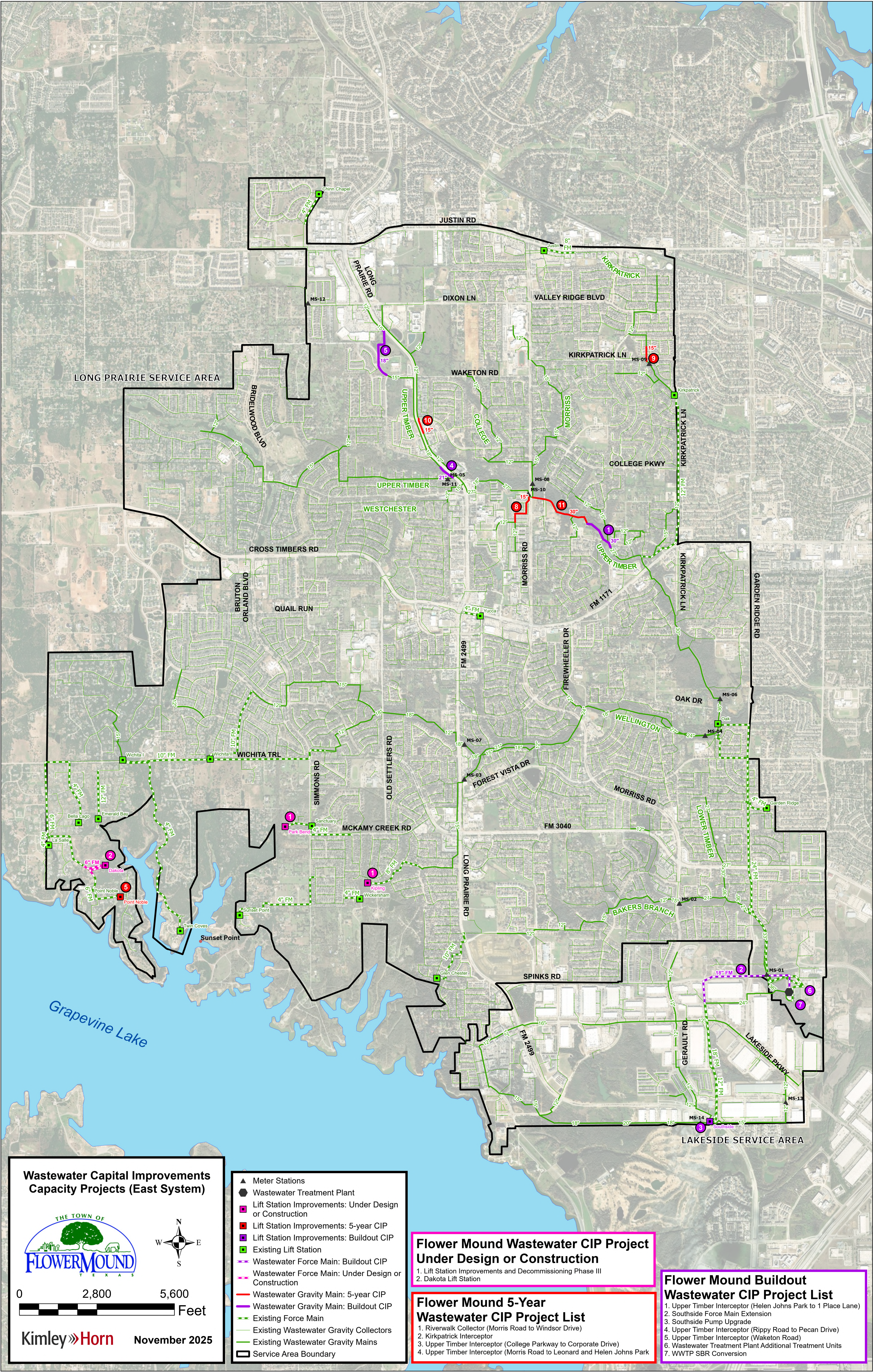
0 2,800 5,600
Feet

Kimley»Horn

November 2025

- ▲ Proposed Meter Stations
- ▲ Meter Stations
- Wastewater Treatment Plant
- Existing Lift Station
- Existing Force Main
- Existing Wastewater Gravity Collectors
- Existing Wastewater Gravity Mains
- ▭ Service Area Boundary
- ▭ Subbasins





Wastewater Capital Improvements
Capacity Projects (East System)



0 2,800 5,600
Feet

Kimley»Horn November 2025

- ▲ Meter Stations
- Wastewater Treatment Plant
- Lift Station Improvements: Under Design or Construction
- Lift Station Improvements: 5-year CIP
- Lift Station Improvements: Buildout CIP
- Existing Lift Station
- Wastewater Force Main: Buildout CIP
- Wastewater Force Main: Under Design or Construction
- Wastewater Gravity Main: 5-year CIP
- Wastewater Gravity Main: Buildout CIP
- Existing Force Main
- Existing Wastewater Gravity Collectors
- Existing Wastewater Gravity Mains
- ▭ Service Area Boundary

Flower Mound Wastewater CIP Project
Under Design or Construction

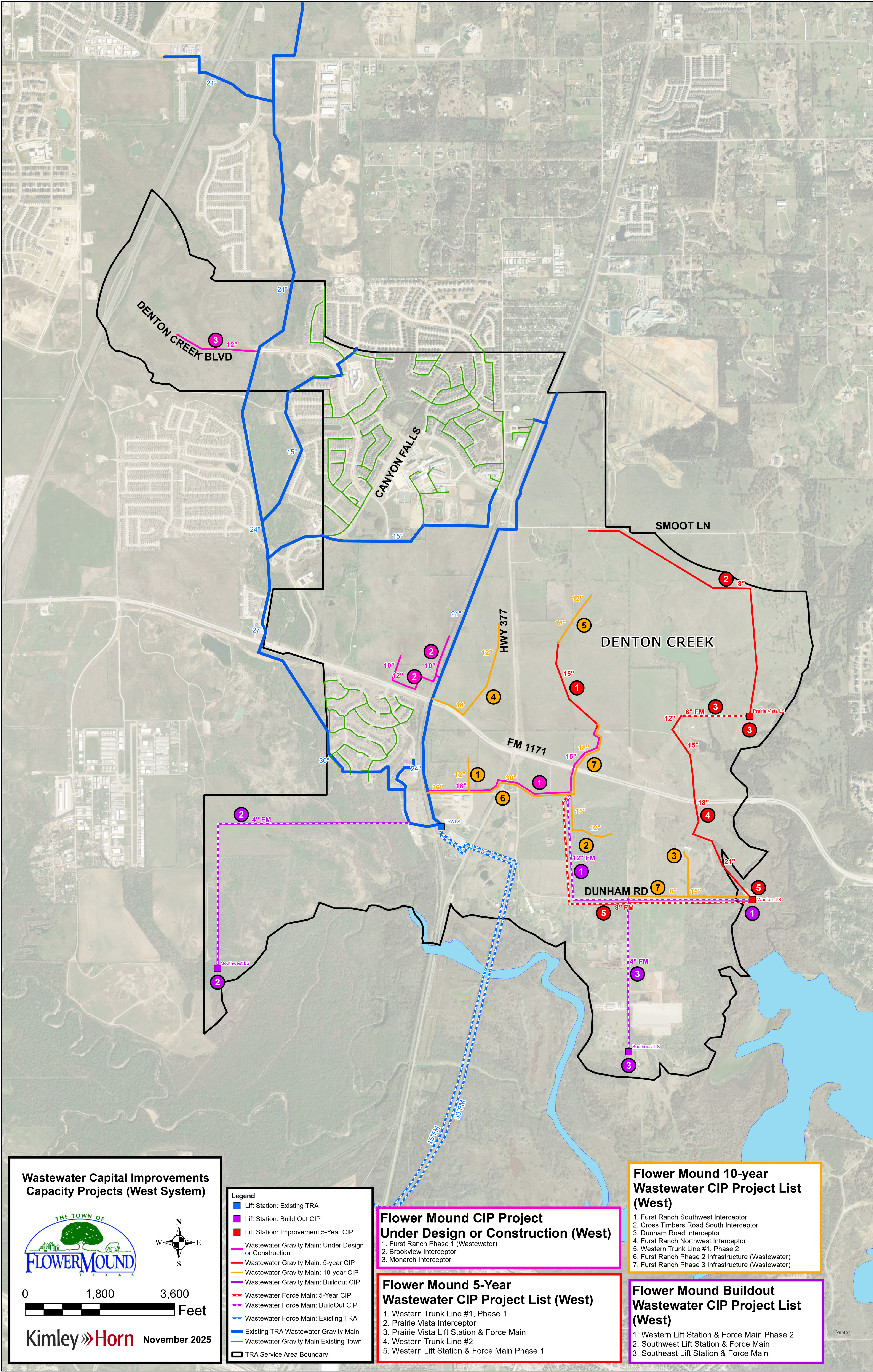
1. Lift Station Improvements and Decommissioning Phase III
2. Dakota Lift Station

Flower Mound 5-Year
Wastewater CIP Project List

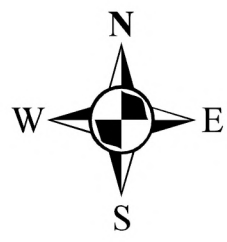
1. Riverwalk Collector (Morris Road to Windsor Drive)
2. Kirkpatrick Interceptor
3. Upper Timber Interceptor (College Parkway to Corporate Drive)
4. Upper Timber Interceptor (Morris Road to Leonard and Helen Johns Park)

Flower Mound Buildout
Wastewater CIP Project List

1. Upper Timber Interceptor (Helen Johns Park to 1 Place Lane)
2. Southside Force Main Extension
3. Southside Pump Upgrade
4. Upper Timber Interceptor (Rippy Road to Pecan Drive)
5. Upper Timber Interceptor (Waketon Road)
6. Wastewater Treatment Plant Additional Treatment Units
7. WWTP SBR Conversion



Wastewater Capital Improvements
Capacity Projects (West System)



0 1,800 3,600
Feet

Kimley»Horn November 2025

Legend

- Lift Station: Existing TRA
- Lift Station: Build Out CIP
- Lift Station: Improvement 5-Year CIP
- Wastewater Gravity Main: Under Design or Construction
- Wastewater Gravity Main: 5-year CIP
- Wastewater Gravity Main: 10-year CIP
- Wastewater Gravity Main: Buildout CIP
- Wastewater Force Main: 5-Year CIP
- Wastewater Force Main: BuildOut CIP
- Wastewater Force Main: Existing TRA
- Existing TRA Wastewater Gravity Main
- Wastewater Gravity Main Existing Town
- TRA Service Area Boundary

Flower Mound CIP Project
Under Design or Construction (West)

1. Furst Ranch Phase 1 (Wastewater)
2. Brookview Interceptor
3. Monarch Interceptor

Flower Mound 5-Year
Wastewater CIP Project List (West)

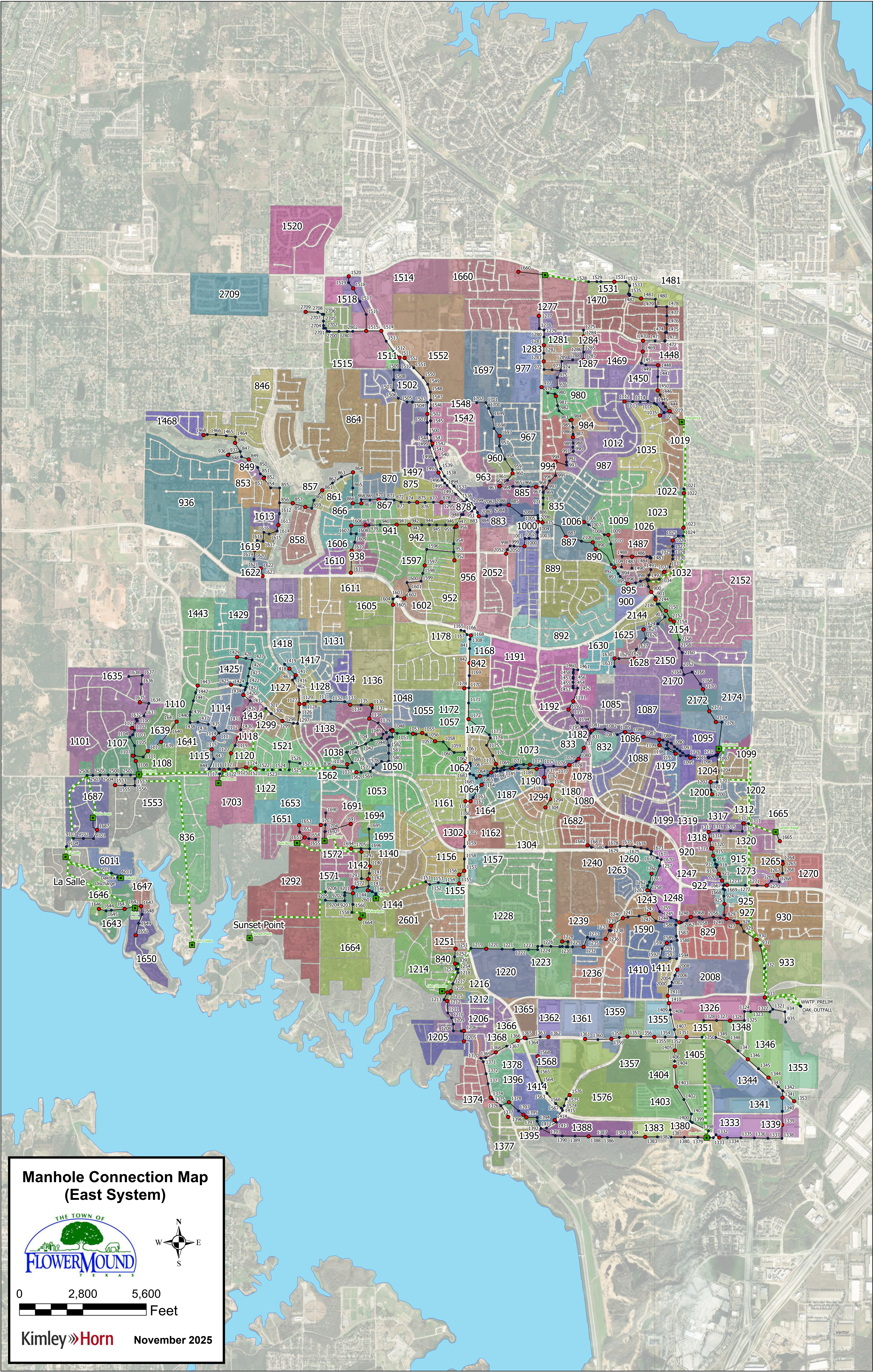
1. Western Trunk Line #1, Phase 1
2. Prairie Vista Interceptor
3. Prairie Vista Lift Station & Force Main
4. Western Trunk Line #2
5. Western Lift Station & Force Main Phase 1

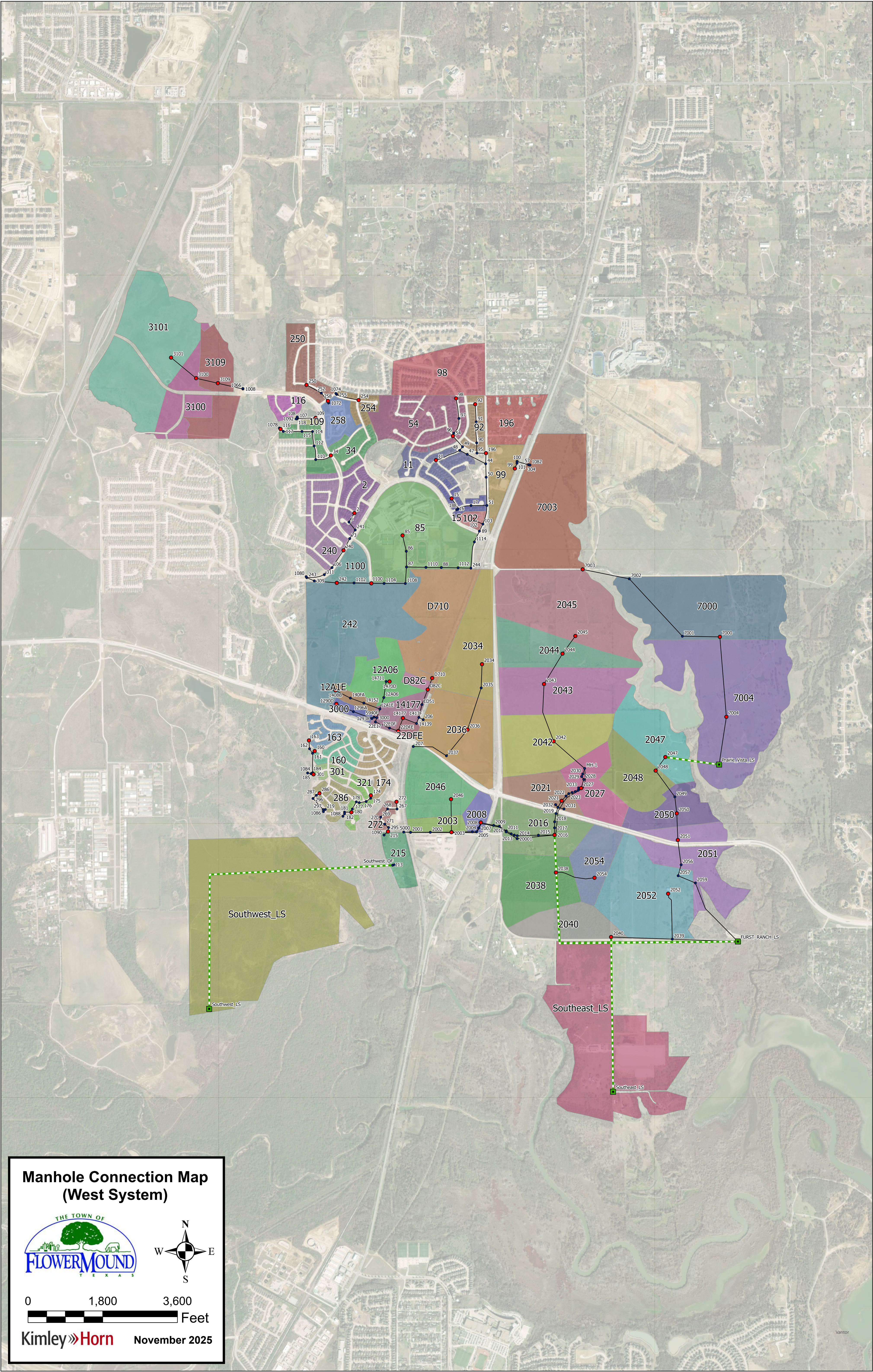
Flower Mound 10-year
Wastewater CIP Project List
(West)

1. Furst Ranch Southwest Interceptor
2. Cross Timbers Road South Interceptor
3. Dunham Road Interceptor
4. Furst Ranch Northwest Interceptor
5. Western Trunk Line #1, Phase 2
6. Furst Ranch Phase 2 Infrastructure (Wastewater)
7. Furst Ranch Phase 3 Infrastructure (Wastewater)

Flower Mound Buildout
Wastewater CIP Project List
(West)

1. Western Lift Station & Force Main Phase 2
2. Southwest Lift Station & Force Main
3. Southeast Lift Station & Force Main







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

DATE: December 15, 2025

FROM: Codie Hay, Planner

ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP25-0002- Argyle ISD High School Stadium) to allow two additional signs and two larger wall signs on the building. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and Stonecrest Road. (PZ recommended partial approval by a vote of 3 to 2 at its December 8, 2025, meeting.)**

BACKGROUND: SUMMARY DATA:

- Number of Lots – 1
- Lot Size – Lot 1R, Block 1 is approximately 106.922 acres.
- Zoning – Planned Development District No. 98 (PD-98) with Single Family 10 (SF-10) uses, currently developed as a high school campus with athletic facilities.
- SMARTGrowth – Exempt as an institutional use
- CSP – The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) in order to allow two additional signs and two larger signs on the building. The sign details are outlined below:
 1. Signage on the Stadium Entrance Fence (A1 & A2):

The applicant is requesting two signs to be located on the fence leading to the stadium. This type of signage is not addressed in the Town Code. One sign is 172 square feet in area while the other proposed sign is 122 square feet in area. Both signs are 4 feet tall.
 2. Wall Sign on the Press Box Building (A3):

The applicant is requesting a wall sign larger than the permitted 300 square feet, with approximately 534 square feet proposed. Additionally, the maximum height of the sign allowed by the Town Code is 72 inches (6 feet). The request is to allow a 24-foot tall sign.
 3. Wall Sign on the Indoor Athletic Center (A4):

The applicant is requesting one wall sign that exceeds the permitted 72 inches (6 feet) in height and will be 92 inches tall. The sign area is approximately 122 square feet, which is permitted by the Town Code.
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval of signs A1, A2, and A4 but recommended denial of sign A3 by a vote of 3 to 2 at its December 8, 2025, meeting

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

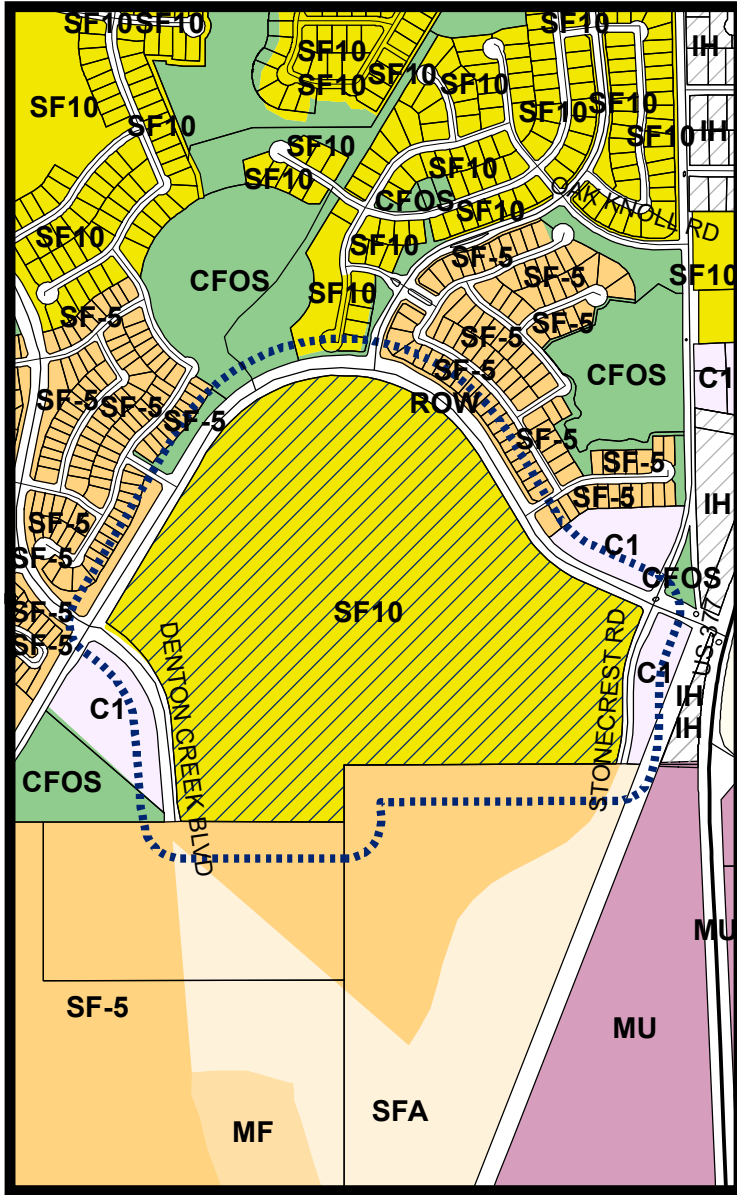
ATTACHMENTS:

1. Zoning & Aerial Map

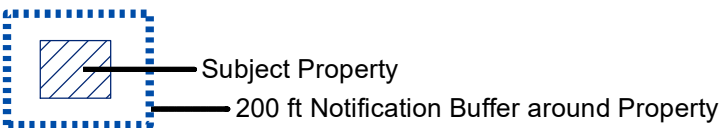
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

CSP25-0002: Argyle ISD High School Stadium

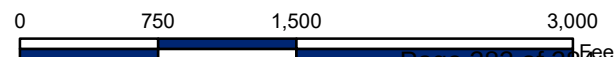
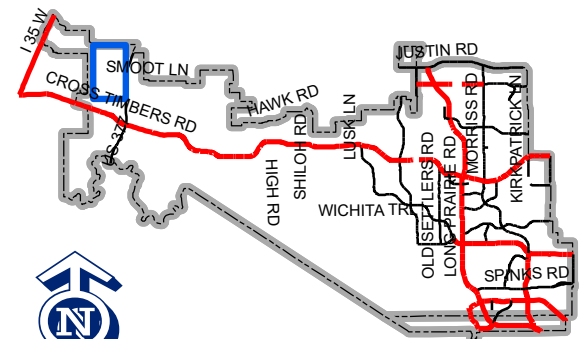


LEGEND



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



TOWN COUNCIL AGENDA L.1. WORK SESSION ITEM

DATE: December 15, 2025
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Value of Municipal Services: Environmental Services**

BACKGROUND: The Town of Flower Mound is launching a new work session series titled, “Value of Municipal Services”, to provide Town Council and the public with a deeper understanding of the services the Town delivers to the community. These sessions are designed to highlight the scope and impact of municipal services, share recent trends and performance insights, and offer a transparent look at the cost of these services to taxpayers. Each session will also include comparisons to benchmark communities to help contextualize the value and efficiency of Flower Mound’s service delivery. The intent of this series is to equip Town Council and residents with meaningful information and education about the Town’s operations, while also creating space for questions, discussion, and deeper exploration of each service area.

This session will focus on Environmental Services. The presentation will provide an overview of the department’s responsibilities, including code enforcement, health inspections, and environmental oversight during development. It will highlight key performance metrics, trends in service activity, and recent accomplishments. The session will also touch on the department’s role in community outreach and education related to environmental stewardship and tree preservation.

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.



TOWN COUNCIL AGENDA L.2. WORK SESSION ITEM

DATE: December 15, 2025
FROM: Billy Sterner, Fleet Services Manager
ITEM: **Value of Municipal Services: Fleet**

BACKGROUND: The Town of Flower Mound is launching a new work session series titled, “Value of Municipal Services”, to provide Town Council and the public with a deeper understanding of the services the Town delivers to the community. These sessions are designed to highlight the scope and impact of municipal services, share recent trends and performance insights, and offer a transparent look at the cost of these services to taxpayers. Each session will also include comparisons to benchmark communities to help contextualize the value and efficiency of Flower Mound’s service delivery. The intent of this series is to equip Town Council and residents with meaningful information and education about the Town’s operations, while also creating space for questions, discussion, and deeper exploration of each service area.

This session will focus on Fleet Services. The presentation will provide an overview of the department’s role in maintaining and repairing the Town’s fleet of vehicles and heavy equipment. It will highlight key performance metrics, service trends, and operational benchmarks, while also illustrating how the department supports the reliability and readiness of Town vehicles across all Town departments.

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.