

Town Council Special Meeting



April 8, 2026

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. 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

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. 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).

G. COORDINATION OF CALENDARS

1. April 16 - Work Session
2. April 20 - Regular Meeting

H. CONSENT ITEM(S)

1. Minutes - 2/19 - Consider approval of the minutes from a work session held on February 19, 2026.
2. Minutes - 3/2 - Consider approval of the minutes from a regular meeting held on March 2, 2026.
3. Minutes - 3/12 - Consider approval of the minutes from a work session held on March 12, 2026.
4. Notice of Intent 2026 CO - Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation (CO), Series 2026, in the principal amount not to exceed \$35,265,000.00, for the purpose of paying for street, waterworks and sewer system improvements and fire-fighting facilities.
5. GO Authorization - Consider approval of a recommendation to authorize the preparation and distribution of an official statement pertaining to the sale of General Obligation (GO) Bonds, Series 2026, for \$18,870,000.00 for the purpose of funding improvements to streets, park and recreation facilities, including trail system improvements, parks, sports fields and the renovation and expansion to the Community Activity Center.
6. Land Use Assumptions and Capital Improvements Plan - Consider a resolution scheduling April 20, 2026, public hearing on the updated land use assumptions, capital improvements plan, and impact fees for roadway, water, and wastewater; with the hearing to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
7. Easement Abandonment between 3001 and 3005 High Chaparral Drive - Consider approval of an ordinance vacating and abandoning the existing 15-foot utility easement (EA26-0002 3001 and 3005 High Chaparral Dr.) located between property lines of Lots 5 and 6, Block 1, of Northshore P.U.D No. 9 Subdivision. The property is generally located west of Long Prairie Road (FM2499) and north of Sentinel Oak Road.
8. Zoll Emergency Cardiac Monitors - Consider approval of the purchase of five (5) Zenix series Cardiac Monitor/Defibrillators from Zoll Medical Corporation for Fire and Emergency Services frontline Fire apparatus, in the amount of \$331,999.42 under the National Purchasing Partners (NPP) Contract # PS25850; and authorization for the Mayor to execute same on behalf of the Town.
9. 2026 Chevrolet 2WD Crew Cab Short Box LT for purchase. - Consider approval of the purchase of a new 2026 Chevrolet 2WD Crew Cab Short Box LT per Town

- of Flower Mound specifications and vendor quote from Sames Laredo Chevrolet, Inc. in the amount of \$50,449.00.
10. Concrete Trail Removal and Replacement - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with Trails Master Plan Improvements adjacent to and within Lawson Park behind Forest Vista Elementary, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$125,215.42.
 11. Concrete Removal and Replacement Services - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction, Inc., for work associated with the Raven Circle Panel Replacement project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$151,092.00.
 12. Colony Park Improvements - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the Colony Park Improvements project, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$258,831.12.
 13. Pavement Joint Sealing Services - Consider approval of the purchase of Concrete Pavement Crack & Joint Sealant Services from Curtco, Inc., through a City of Grand Prairie contract #21186R4, in the estimated amount of \$741,719.58.
 14. Slurry Seal Contract - Consider approval of the annual purchase contract for Annual Slurry Seal Services with Viking Construction, Inc, through City of Grand Prairie Contract #21478 for an estimated annual amount of \$220,503.53.
 15. STAR Net Library Grant - Consider approval of a resolution authorizing the acceptance of \$500.00 in grant funds from Tangled Bank Studios, a production company in partnership with the Space Science Institute and its Star Library Network (STAR Net), for the purpose of providing two Library programs regarding migratory bird species and behaviors, as well as creating bird-safe environments in the Town.
 16. TCA Performance Grant - Consider approval of a resolution authorizing the acceptance of \$2,300.00 in grant funds from the Texas Commission on the Arts (TCA), which will be used to pay a portion of the performance costs for the Town's annual Arts Festival.
 17. Amendment to Dangerous Animals Ordinance - Consider approval of an ordinance amending Article V, Dangerous Animals, of Chapter 6, Animals, of the Town of Flower Mound's Code of Ordinances, relating to the Dangerous Dog Ordinance.
 18. Semi-Annual Impact Fee Report - Consider approval of the Semi-Annual Impact Fee Report as of September 30, 2025.
 19. Denton Creek Reuse PSA Amendment - Consider approval of a First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for design phase services associated with the Denton Creek

Reuse project, in the amount of \$74,600.00; and authorization for the Mayor to execute same on behalf of the Town.

I. **REGULAR ITEM(S)**

1. Fire Station No. 5 Renovation Project - Consider approval of a Construction Agreement with Birch Construction, LLC, for the Fire Station No. 5 Emergency Roof Replacement and Apparatus Bay Renovation project, in the amount of \$1,409,095.00; and authorization for the Mayor to execute same on behalf of the Town.
2. Peters Colony Memorial Park Art Project - Consider approval of an Artist Engagement Agreement with Medwedeff Forge & Design for services associated with the Outdoor Artwork Services for Peters Colony Memorial Park Project, in the amount of \$100,000.00.

J. **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.

K. **CLOSED MEETING**

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

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 395 of the Texas Local Government Code
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.

L. RECONVENE

M. 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 April 1, 2026, by 6:00 p.m.

Traci Henderson, Town Secretary

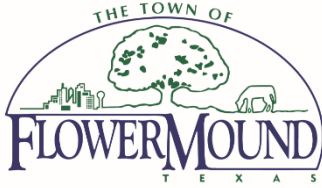
The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the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

February 19, 2026



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
Janvier Werner, Councilmember Place 4

Town Council member(s) absent:
Brian Taylor, Councilmember Place 3

Town Staff present:
James W. Childers, Town Manager
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Meg Jakubik, Strategic Services Director
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

1. Discuss Fiscal Year 2026-2027 Revenues.

James W. Childers, Town Manager, introduced the item and called on John Zagurski, Chief Financial Officer, who gave a presentation identifying or noting:

Revenue setting; cost recovery policy; beneficiary of programs/services; private vs. public goods; cost recovery target ranges for animal control, library, emergency medical services, twin coves, community activity center, development, and senior center; property taxes; maintenance and operations; interest and sinking, tax increment reinvestment zones; voter approved tax rate election; police facility; and cultural arts center.

Town Council and staff discussed sales tax constraints; animal services fee considerations; library service fee considerations; elections facility use; commercial operations; tiered use fees; fire fees; renovation and expansion at Community Activity Center; balance of individual benefit; gradual increases; senior citizen center contractors; residents vs. non-residents; election options; and public education and engagement.

D. ADJOURN

Mayor Moore adjourned the meeting at 6:57 p.m.

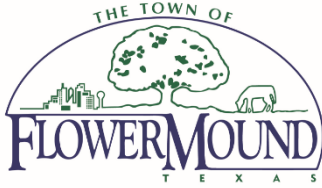
TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

Town Council Regular Meeting



March 2, 2026

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Webelos Cub Scout Pack 256 called the meeting to order at 6:00 p.m. with the following members of Town Council 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
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 Speight gave the invocation.

C. PLEDGES

1. Pledges - Webelos Cub Scout Pack 256

Webelos Cub Scout Pack 256 led the Pledge of Allegiance to the United States and Texas flags.

D. PRESENTATION(S)

1. Salvation Army Red Kettle Challenge Results

Salvation Army Major Mark Gilliam; Major Rebecca Gilliam; and Major Tiffany Jackson presented Mayor Moore with a certificate for funds raised to support those in need.

E. PUBLIC COMMENT

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

	Speaker name and municipality	Subject (as written on the form)
1.	Yvonne Stewart, Lantana	FM Chamber Board Member
2.	Susan Cox	Running for Town Council

F. ANNOUNCEMENTS

There were announcements from the Mayor or Council members regarding:

Happy Texas Independence Day
 Get out and vote on Election Day, March 3
 Holi Festival, March 21, 11AM to 3PM Heritage Park
 Flower Mound Symphony Orchestra, March 14 at 7PM, Trietsch Memorial United Methodist Church
 Tri City Summit March 28th, 8AM to 12PM, Coppell Arts Center

G. TOWN MANAGER'S REPORT

James W. Childers, Town Manager, briefly spoke to consent agenda item J.4.

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

H. FUTURE AGENDA ITEM(S)

There were no future agenda item requests.

I. COORDINATION OF CALENDARS

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

- 1. March 12 - Work Session
- 2. April 6 - Regular Meeting

J. CONSENT ITEM(S)

ACTION: Chris Drew moved to approve J.1 thru J.5 as presented. Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

- 1. Minutes - 2/16 - Consider approval of the minutes from a 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 held on February 16, 2026.
- 2. Flatbed Sign Cutter Purchase - Consider approval of the purchase of the Apex PLUS 2516 Flatbed Sign Cutter in the amount of \$69,500.00 from BC Graphics, LLC.
- 3. PSA - Traffic Signal Design 2026 - Consider approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., to provide traffic signal designs for the Flower Mound Road at Quail Run Road Traffic Signal (S-9); FM 1171 at Luther Signal Reconstruction; and Mckamy Creek at Old Settlers Pedestrian Safety Improvement projects in the amount of \$103,000.00; and authorization for the Mayor to execute same on behalf of the Town
- 4. Furst Ranch Phase 1 Development Agreement - Consider approval of a Development Agreement with 1171 Commercial NE, LLC for the construction of

certain Master Planned Town Roadway and Utility improvements associated with the Furst Ranch development, in the amount of \$22,168,915.20.

5. Frontier Internet Upgrades - Consider approval of three (3) Service Agreements with Frontier Communications of America, Inc for upgraded and new internet connectivity, in the amount of \$224,700 over five (5) years.

K. REGULAR ITEM(S)

1. FM2499 / FM3040 Intersection Improvements - Consider approval of a Construction Agreement with 2L Construction LLC, for the FM 2499 at FM 3040 Intersection Improvements project, in the amount of \$2,820,681.50; and authorization for the Mayor to execute the same on behalf of the Town.

Dale Crown, Assistant Director of Engineering, gave a presentation identifying or noting:

Project overview; North, South, West and East leg lane photos; verified bid results; and project schedule.

Town Council and staff discussed funding sources.

ACTION: Ann Martin moved to approve K.1 as proposed. Janvier Werner seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. SSP25-0006 - Havenwood Phase 1 - Consider a request for a Subdivision Site Plan (SSP25-0006 – Havenwood, Phase 1) to develop a residential subdivision with an exception to Section 90-403, “Fully developed FEMA floodplain,” and an exception to Section 90-404, “Special flood hazard area (FEMA floodplain),” of the Code of Ordinances to allow construction-related activity within the Fully Developed and FEMA floodplain areas. The property is generally located south of Cross Timbers Road, east of Shiloh Road and west of Scenic Road. (PZ recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting with conditions)

Lexin Murphy, Director of Development Services, presented items K2 and K.3 identifying or noting:

General and detailed location photos; land use and zoning; approved development plan; phase 1 photos; exception request — FEMA floodplain; site photos; subdivision site plan; landscape plan; tree survey; and conditions.

Applicant Mike Boswell, Too Brothers Vice President of Land Development, gave a presentation identifying or noting:

Gas wells and Pad Site "C"; future of Scenic Drive; tree impacts; and floodplain exception and impacts.

Town Council, applicant, and staff discussed the anticipated Scenic Drive entrance opening; construction traffic — ingress and egress; tree condition; tree survey; additional specimen trees; legislation limitations; grading and loss of trees; tree condition; semi-customized homes; lot costs if treed; tree health; lot size; and retaining wall.

Mayor Moore opened the public hearing. There being none wishing to speak, Mayor Moore closed the public hearing.

ACTION: Ann Martin moved to approve K.2 as written, updated to include staff and planning and zoning recommended standards. Chris Drew seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

3. TRP25-0011 - Havenwood Phase 1 - Public Hearing to consider an application for a tree removal permit (TRP25-0011) for three (3) specimen trees on the property known as Havenwood Phase 1 for the proposed conservation development. The property is generally located south of Cross Timbers Road, east of Shiloh Road, and west of Scenic Drive. (The Environmental Conservation Commission recommended approval of the three (3) trees by a vote of 5 to 1 at its February 3, 2026, meeting.)

This item was presented with item K.2.

The public hearing was opened and closed with item K.2.

ACTION: Ann Martin moved to approve K.3 as written. Adam Schiestel seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Brian Taylor

NAYS: Chris Drew
ABSTAIN: None
RESULT: 4 : 1

4. SP25-0019 - Forestwood Middle School Track Replacement - Public Hearing to consider a request for a site plan (SP25-0019 – Forestwood Middle School Track Replacement) to redevelop an outdoor athletic area, with an exception to Section 82-302, “Compatibility buffer,” of the Code of Ordinances. The property is generally located east of Morriss Road and southeast of Garden Road. (PZ recommended conditional approval by a vote of 6 to 0 at its February 23, 2026, meeting.)

Lexin Murphy, Director of Development Services, presented items K4 and K.5 identifying or noting:

General and detailed location; land use and zoning; proposed site plan; site plan that went to P&Z; revised site plan; exception request; compatibility buffer; site photos; landscape plan; and tree removal plan.

Applicant representative Tonya Caudle, Lewisville ISD, gave a presentation identifying or noting:

History; equity; athlete safety; current track photos/comparisons; 2024 Bond election project inclusion; enrollment and participation; and additional details/considerations.

Applicant representative Josh Barton, Professional Engineer with McAdams gave a presentation identifying or noting:

Site challenges; Concept A and B options; final site plan; removal of starter shoot; P&Z compatibility buffer exhibit; and final compatibility buffer exhibit.

Town Council, the applicant and staff discussed the shoot removal, absence of lighting; noise probability; and citizen outreach.

Mayor Moore opened the public hearing, there being no one wishing to speak, Mayor Moore closed the public hearing.

ACTION: Ann Martin moved to approve K.4 as written. Brian Taylor seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

5. TRP25-0009 - Forestwood Middle School Track Replacement - Public Hearing to consider an application for a tree removal permit (TRP25-0009) for fifteen (15) specimen trees on the property known as Forestwood Middle School for the proposed track replacement. The property is generally located east of Morriss Road and southeast of Garden Road. (The Environmental Conservation Commission postponed this item by a vote of 6 to 0 at its February 3, 2026, meeting. The Environmental Conservation Commission recommended approval of the fifteen (15) trees by a vote of 6 to 0 at its February 12, 2026, special meeting.)

This item was presented with agenda item K.4.

The public hearing was opened and closed with agenda item K.4.

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

Mayor Moore announced that the Town Council is convening into a closed meeting at 7:32 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

The Town Council reconvened into the open meeting at 7:58 p.m.; There was no action taken as a result of the closed meeting.

6. LDR25-0003 - 2025 State Legislative Updates - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0003 – 2025 State Legislative Updates) by amending Chapter 34, "Environment" of Subpart A "General Ordinances" and Chapter 78, "Administration" and Chapter 98, "Zoning" of Subpart B "Land Development Regulations" related to notice and protest procedures, home occupation, land uses, and noise. (PZ recommended conditional approval by a vote of 6 to 0 at its February 23, 2026, meeting.)

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

Overview; Chapter 34 - Environment; Chapter 78 - Administration, Chapter 98 - Zoning; action by council; permitted uses; home occupation; and definitions review.

Town Council and staff discussed current and future legislation; short-term rentals; established home-based businesses; violation considerations; on-street

parking; code enforcement; noise decibel; and commercial hours.

Mayor Moore opened the public hearing, there being no one wishing to speak, Mayor Moore closed the public hearing.

ACTION: Adam Schiestel moved to approve K.6 with removal of the office retail daytime noise limit. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

ORDINANCE NO. 04-26

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 34, "ENVIRONMENT," OF SUBPART A, "GENERAL ORDINANCES," AND CHAPTERS 78, "ADMINISTRATION," AND CHAPTER 98, "ZONING," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING NOTICE AND PROTEST PROCEDURES, HOME OCCUPATION STANDARDS, LAND USE STANDARDS, AND NOISE STANDARDS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION; AND PROVIDING AN EFFECTIVE DATE.

7. LDR25-0004 - Parking Mitigation and Foundational Planting Update - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0004 – Parking Mitigation and Foundational Planting Update) by amending Chapter 74, "General Provisions" and Chapter 82, "Development Standards" related to definitions, parking mitigation, off-street parking, foundational planting, and parking area landscaping. (PZ recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting.)

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

Overview, Chapter 74 - General Provisions, Chapter 82 Article 11 - Off Street Parking; Chapter 82 Article V - Landscaping and Screening; definition, deviation of spaces; parking mitigation; parking area design; parking area landscaping; paving standards; foundational plantings;

Town Council and staff discussed artificial turf/landscaping; religious organization requests/comparisons/calculations; and future legislative considerations.

Mayor Moore opened the public hearing, there being no one wishing to speak, Mayor Moore closed the public hearing.

ACTION: Chris Drew moved to approve K.7 as presented in the agenda caption. Adam Schiestel seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: Ann Martin
ABSTAIN: None
RESULT: 4 : 1

ORDINANCE NO. 05-26

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 74, "GENERAL PROVISIONS," AND CHAPTER 82, "DEVELOPMENT STANDARDS," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING DEFINITIONS PARKING MITIGATION OPTIONS, OFF-STREET PARKING STANDARDS, FOUNDATIONAL PLANTINGS, AND PARKING AREA LANDSCAPING REQUIREMENTS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION; AND PROVIDING AN EFFECTIVE DATE.

L. BOARDS/COMMISSIONS

1. DCAD Resolution - Discuss and consider approval of a resolution to nominate an individual to be voted on by taxing jurisdictions to fulfill a vacancy on the Board of Directors for the Denton Central (DCAD) Appraisal District.

Traci Henderson, Town Secretary, presented the item for consideration.

ACTION: Ann Martin moved to nominate Buddy Bonner to the Denton Cental Appraisal District. Chris Drew seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: Janvier Werner
ABSTAIN: None
RESULT: 4 : 1

RESOLUTION NO. 06-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING THE TOWN OF FLOWER MOUND'S NOMINATION TO FULFILL A VACANCY FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE DENTON CENTRAL APPRAISAL DISTRICT (DCAD), AND PROVIDING FOR AN EFFECTIVE DATE.

M. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 9:17 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. **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.

a. Discuss the duties of the Municipal Court Judge, including the January report regarding court activities.

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.

N. RECONVENE

The Town Council reconvened into the open meeting at 10:08 p.m.; There was no action taken as a result of the closed meeting.

O. ADJOURN

Mayor Moore adjourned the meeting at 10:08 p.m.

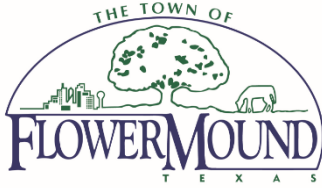
TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

Town Council Work Session



March 12, 2026

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
Bryn Meredith, Town Attorney
Traci Henderson, Town Secretary
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

B. PUBLIC COMMENT

There were no requests to speak from the public.

C. CONSENT

1. Consider approval of the Community Development (TRAKiT) Software upgrade agreement, through CentralSquare Technologies, LLC in the amount of \$537,801.31 over five years; and authorization for the Mayor to execute same on behalf of the Town.

ACTION: Brian Taylor moved to approve C.1 Janvier Werner seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

D. WORK SESSION ITEM

1. Consider approval of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025.

John Zagurski, Chief Financial Officer, gave a brief introduction and spoke to the hard work of staff and recognized Mary Huning, Director of Accounting Services and Julie Taylor, Director of Treasury Operations.

Mr. Zagurski introduced Rachel Ormsby, Partner, Forvis Mazars, who gave a presentation identifying or noting:

Clean, unmodified opinions on statements and internal controls; provided specific auditing for coronavirus—state and local recovery funds; and commission on the arts grant; no compliance issues; no audit findings or adjustments. The Town has received the Government Finance Officer's Award for Certificate of Achievement and Excellence in Financial Reporting for 37 consecutive years; Governmental Accounting Standards Board (GASB) pronouncements are up-to-date; and staff will move forward with required filings.

Town Council, auditor, and staff discussed internal controls; appreciation to the firm and Town staff, best practices and recommendations; and exceptional staff.

ACTION: Adam Schiestel moved to approve D.1 as presented. Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

E. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at

6:14 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. **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 395 of the Texas Local Government Code

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.

The Town Council reconvened into the open meeting at 7:24 p.m.; There was no action taken as a result of the closed meeting.

F. ADJOURN

Mayor Moore adjourned the meeting at 7:24 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: April 8, 2026

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation (CO), Series 2026, in the principal amount not to exceed \$35,265,000.00, for the purpose of paying for street, waterworks and sewer system improvements and fire-fighting facilities.

BACKGROUND: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2026, (Certificates) in the principal amount not to exceed \$35,265,000.00 to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 2025-2026 Five-year Capital Improvement Program ("CIP") as listed on Attachment 2. On October 6, 2025, the Town Council approved a reimbursement resolution for an amount not to exceed \$79,325,000.00 to fund improvements to streets, water and wastewater system projects, fire-fighting facilities, park and trail improvements and facilities, and the costs of issuance of the debt. CIP Amendments during the fiscal year have modified funding sources and/or moved project start dates to future years, thus reducing the proposed debt issuance. The majority of the decrease is due to the phasing of the fire stations and utility projects in future years.

In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on June 1, 2026, with the sale being conducted on the proposed date of June 3, 2026. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and the Chief Financial Officer authority to approve all necessary documents and finalize the sale.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$32,265,000.00

Proposed Expenditure/(Revenue)

\$32,265,000.00

Account Number(s):

Ad valorem taxes will fund the general capital projects, while the utilities' system will fund the waterworks and sewer system improvements.

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard notice of intent was approved in the past by Taylor, Olson, Adkins, Sralla, &

Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. FLOWER MOUND CO 2026 - Intent Resolution
2. 2025-26 Certificates of Obligation Projects
3. Calendar-2026 Parameter Sale

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, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land, rights-of-way and equipment therefor, (ii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

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

SECTION 1

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed THIRTY FIVE MILLION TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$35,265,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land, rights-of-way and equipment therefor, (ii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's waterworks and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2

The Town Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

RES. []

SECTION 3

This resolution shall take effect on the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 8TH DAY OF APRIL 2026.

APPROVED:

Cheryl Moore, MAYOR

(Town Seal)

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on June 1, 2026, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed THIRTY FIVE MILLION TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$35,265,000) for the purpose of paying contractual obligations to be incurred for (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land, rights-of-way and equipment therefor, (ii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's waterworks and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$124,560,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$162,169,437; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$50,809,271; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2046. The above information includes \$99,910,000 in principal amount of outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes. In the event these self-supporting revenue sources are insufficient to pay debt service, the Town is obligated to levy ad valorem taxes to pay such debt obligations. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Traci Henderson,
TOWN SECRETARY

General Capital Projects

Streets:

Urban Minor Arterial with Bike Lane; Denton Creek Blvd to West Town Limit, UMAB-5) \$ 1,200,000

Facility Projects:

Fire Station 3 Renovation/9 Construction 6,000,000

Fire Station 6 15,000,000

Total Facility \$ 21,000,000

Total General Fund

\$ 22,200,000

Utility Capital Projects

Water Projects:

Amhearst Lane Water Line Replacement \$ 595,000

Denton Creek Spine Road 12-inch Water Line 350,000

Denton Creek Water Reuse - Reuse Waterlines 750,000

Harvard Drive Water Line Replacement 75,000

Marcus Court Cul-de-sac Water Line Replacement 142,500

Marcus Drive Water Line Replacement 535,000

Public Works - West 500,000

Service Center Improvements 4,320,000

Timber Creek Bridge Water Line Lowering 500,000

West Side Water Line (South) 350,000

Total Water \$ 8,117,500

Wastewater Projects:

Amhearst Lane Sewer Line Replacement \$ 95,000

Marcus Court Cul-de-sac Sewer Line Replacement 67,500

Marcus Drive Sewer Line Replacement 155,000

Prospect Drive Manhole Rehab 60,000

WWTP - Preliminary Treatment Area Improvement 4,300,000

WWTP - Blowing Builder 2 Rehab 270,000

Total Wastewater \$ 4,947,500

Total Utility

\$ 13,065,000

Grand Total of Debt Issuance

\$ 35,265,000

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2026
General Obligation Improvement and Refunding Bonds, Series 2026

Proposed Schedule of Events

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Proposed Date	Action
April 6, 2026	Town Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)
April 11, 2026	Initial publication of Notice of Intent to Issue CO's (at least 46 days prior to sale).
April 14, 2026	Post Notice of Intent to Issue CO's on Town's website (at least 45 days prior to sale)
April 18, 2026	Second publication of Notice of Intent to Issue CO's.
April 29, 2026	Determine Underwriting Team.
May 7, 2026	Hilltop sends out initial draft of Preliminary Official Statement ("POS") for review and comment. Hilltop sends necessary information to S&P Global Ratings.
May 14, 2026	Comments on initial draft of POS due to Hilltop.
May 18, 2026	Hilltop sends second draft of POS to parties for review and comment.
May 20, 2026	Conference calls with S&P Global and Underwriter's Counsel (tentative; exact date/time TBD).
May 21, 2026	Comments on second draft of POS due to Hilltop.
May 26, 2026	Hilltop submits POS to MuniPlatform.com for internet posting. Hilltop notifies Municipal Advisory Council of pending sale.
May 28, 2026	Receive Ratings.
June 1, 2026	Town Council considers parameters Ordinance for Certificates and Refunding Bonds (6:00 pm Regular Meeting)
June 3, 2026	Certificate and Bond Pricing at 10:00 am. Pricing Certificate and BPA signed.
June 4, 2026	Draft of Final Official Statement distributed for review.
June 9, 2026	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
June 11, 2026	Final Official Statement posted to internet.
June 18, 2026	Hilltop to notify all parties of closing and delivery instructions.
June 25, 2026	Closing and Delivery.





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

DATE: April 8, 2026
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of a recommendation to authorize the preparation and distribution of an official statement pertaining to the sale of General Obligation (GO) Bonds, Series 2026, for \$18,870,000.00 for the purpose of funding improvements to streets, park and recreation facilities, including trail system improvements, parks, sports fields and the renovation and expansion to the Community Activity Center.**

BACKGROUND: The Financial Services staff and Hilltop Securities request the Town Council's approval to prepare and distribute an official statement pertaining to the sale of general obligation bonds (Obligations) in accordance with the five-year Capital Improvement Program (CIP) for a total of \$18,870,000.00, to fund improvements to streets, park and recreation facilities including trail system improvements, parks, sports fields and the renovation and expansion to the Community Activity Center.

The Obligations will pay for the contractual obligations incurred for projects approved in the FY 2025-2026 Five-year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 6, 2025, the Town Council approved a reimbursement resolution for an amount not to exceed \$79,325,000.00 to fund improvements to streets, water and wastewater system projects, fire-fighting facilities, park and trail improvements and facilities, and the costs of issuance of the debt. CIP Amendments during the fiscal year have modified funding sources and/or moved project start dates to future years, thus reducing the proposed debt issuance.

In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on June 1, 2026, with the sale being conducted on the proposed date of June 3, 2026. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and the Chief Financial Officer authority to approve all necessary documents and finalize the sale.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$18,870,000.00
Proposed Expenditure/(Revenue)
\$18,870,000.00

Account Number(s):
Ad valorem taxes will fund the general capital projects.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2025-26 General Obligation Bonds Projects
2. Calendar-2026 Parameter Sale

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

General Obligation Bonds:

Street Reconstruction:

Amhearst Lane Reconstruction (Bershire Drive and Lake Forest Blvd)	\$ 2,250,000	
Harvard Drive Panel Replacement	1,600,000	
Marcus Court Cul-de-sac Reconstruction	480,000	
Marcus Drive Reconstruction (Christie Court to Colony Street)	1,740,000	
Prospect Drive Panel Replacement	500,000	
Total Street Reconstruction		<u>\$ 6,570,000</u>

Parks:

CAC Expansion & Renovation	\$ 5,500,000	
Canyon Falls Trailhead, Outdoor Library & Connectors	1,100,000	
Chinn Chapel Soccer Complex Multipurpose Field Conversion	1,800,000	
Leonard & Helen Johns Community Park Improvements	1,000,000	
Trail Projects	2,900,000	
Total Parks		<u>\$ 12,300,000</u>

Grand Total of Debt Issuance

\$ 18,870,000

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2026
General Obligation Improvement and Refunding Bonds, Series 2026

Proposed Schedule of Events

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June 2026						
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Proposed Date	Action
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April 14, 2026	Post Notice of Intent to Issue CO's on Town's website (at least 45 days prior to sale)
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June 3, 2026	Certificate and Bond Pricing at 10:00 am. Pricing Certificate and BPA signed.
June 4, 2026	Draft of Final Official Statement distributed for review.
June 9, 2026	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
June 11, 2026	Final Official Statement posted to internet.
June 18, 2026	Hilltop to notify all parties of closing and delivery instructions.
June 25, 2026	Closing and Delivery.



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

DATE: April 8, 2026

FROM: Robert Pegg, Town Engineer

ITEM: Consider a resolution scheduling April 20, 2026, public hearing on the updated land use assumptions, capital improvements plan, and impact fees for roadway, water, and wastewater; with the hearing to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

BACKGROUND: Chapter 395 requires the Town to update the land use assumptions and the capital improvements plan and adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan. In addition, the Town is required to publish a notice of the public hearing in the newspaper.

BOARD REVIEW/CITIZEN FEEDBACK: The land use assumptions, capital improvement plan, as well as impact fees were shared with the capital improvement advisory committee (CIAC) on March 9th, 2026. Included as an attachment to this agenda item are the meeting minutes from the CIAC meeting, that include the comments provided by the CIAC. Chapter 395 requires that the CIAC file written comments on amendments to the land use assumptions, capital improvement plan, and impact fees.

ALTERNATIVES:

FISCAL IMPACT: N/A

N/A

LEGAL REVIEW: The standard resolution has been previously reviewed by Bryn Meredith with Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Capital Improvements Advisory Committee Meeting_Minutes
2. Draft Resolution

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

Capital Improvements Advisory Committee



March 9, 2026
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Chair Schultz opened the meeting at 6:01pm

The Capital Improvement Advisory Committee met in a regular meeting with the following members present:

Gregory Schultz, Place 1, Chair
Jason Hobbs, Place 2
Chris Reed, Place 3, Vice Chair
Bill Koenig, Place 4
Brian Dench, Place 5
Amit Juneja, Place 6

constituting a quorum with the following members of the Town Staff participating:

Lee Rodriguez, CIP/TIRZ Manager
Brian Waltenburg, Director of Public Works

B. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission 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 Board/Commission is restricted from discussing or acting on items not listed on the agenda.

To speak 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 Chair
- Direct comments to the Board/Commission
- State your name and the municipality where you reside

no public comment

C. 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 Commissioner by making such request prior to a motion and vote.

ACTION: Vice Chair Reed moved to approve consent items. Representative Hobbs seconded the motion.
AYES: Vice Chair Reed, Representative Hobbs, Representative Koenig, Representative Dench, Representative Juneja
NAYS: None
ABSTAIN: None
RESULT: 5:0

1 Minutes - Consider approval of the minutes from November 10, 2025.

D. REGULAR ITEM(S)

1 Semi-Annual Impact Fee Report - Consider approval of the Semi-Annual Impact Fee Report as of September 30, 2025, as required by Chapter 395 of the Texas Local Government Code
Lee Rodriguez presented the semi-annual impact fee report. Brief discussion about how actual spending and revenues match what was forecasted.

ACTION: Vice Chair Reed moved to approve D.1. as presented in the agenda caption. Representative Hobbs seconded the motion.
AYES: Vice Chair Reed, Representative Hobbs, Representative Koenig, Representative Dench, Representative Juneja
NAYS: None
ABSTAIN: None
RESULT: 5:0

2 Impact Fee Update - Consider a recommendation to amend the Town of Flower Mound's land use assumptions, capital improvements plan, and impact fees, as required by Chapter 395 of the Texas Local Government Code
Pete Kelly and Connor Manley with Kimley-Horn presented the updated land use assumptions and capital improvements plan, along with the updated maximum assessable impact fees for roadway, water, and wastewater. Kimley-Horn then asked the committee for feedback and recommendation to take to Town Council. The following discussion took place:

- The committee had concerns about how the increase in impact fees would impact development; they had concerns that it would cause development to slow, or the cost for residential development would be passed through to the home buyer. The committee expressed the desire

to have data showing how previous impact fee increases have affected both residential and non-residential development.

- Kimley-Horn confirmed that Town Council can set different percentages of the maximum assessable for residential and non-residential impact fees.

- Another concern was if the newly adopted impact fees were lower than the maximum assessable amount, would the Town not be collecting enough revenue to cover the cost of capital improvements? The concern was that the residents and taxpayers would have to cover the cost through property taxes or debt.
 - Brian Waltenburg confirmed that any gap in impact fees collected and construction costs would be captured in subsequent updates; new impact fees collected could then be used to pay for debt-funded projects.

- The committee would prefer to see impact fees that allow for sustainable growth and development as opposed to rapid growth.

No action was taken on this item.

- 3 Impact Fee Audit - Presentation of the impact fee financial audit, as required by Chapter 395 of the Texas Local Government Code
Lee Rodriguez presented the final report of the impact fee financial audit. A brief discussion occurred about the sample size and the extent of the findings.

No action was taken on this item.

E. ADJOURN

Chair Schultz adjourned the meeting at 7:12pm.

TOWN OF FLOWER MOUND

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SETTING A DATE FOR A PUBLIC HEARING FOR THE PURPOSES OF RECEIVING COMMENTS AND TO DISCUSS AND REVIEW THE UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN AND ROADWAY, WATER AND WASTEWATER IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 395 of the Local Government Code has outlined the procedure for amending impact fees; and

WHEREAS, it is desirable to conduct a public hearing for the purposes of receiving comments and to discuss and review the updated land use assumptions, capital improvements plan and roadway, water and wastewater impact fees to be charged in the Town of Flower Mound; and

WHEREAS, an engineering study has been completed on the proposed roadway, water and wastewater infrastructure to meet the needs of the Town for future development and the Town Council has received an update on the land use assumptions and capital improvements plan.

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

SECTION 1.

A public hearing shall be held for the purposes of receiving comments and to discuss and review the updated land use assumptions, capital improvements plan and roadway, water and wastewater impact fees, as provided by Chapter 395 of the Texas Local Government Code. The public hearing shall be held on April 20, 2026 at 6:00 pm at Flower Mound Town Hall, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028.

SECTION 2.

Any member of the public has the right to appear at the public hearing and present evidence for or against the plan and assumptions.

SECTION 3.

Public notice shall be given for the public hearing meeting all of the requirements of Chapter 395 of the Texas Local Government Code for the amendment of the land use assumptions, capital improvements plan and roadway, water and wastewater impact fees.

SECTION 4.

This Resolution shall become effective from and after its passage.

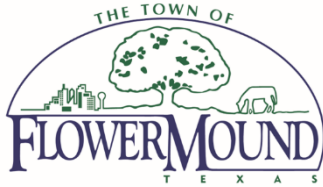
**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND,
TEXAS, THIS 8th DAY OF APRIL 2026.**

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: April 8, 2026

FROM: Robert Pegg, Town Engineer

ITEM: Consider approval of an ordinance vacating and abandoning the existing 15-foot utility easement (EA26-0002 3001 and 3005 High Chaparral Dr.) located between property lines of Lots 5 and 6, Block 1, of Northshore P.U.D No. 9 Subdivision. The property is generally located west of Long Prairie Road (FM2499) and north of Sentinel Oak Road.

BACKGROUND: The owners of this property are requesting the abandonment of the existing 15-foot utility easement between their two properties.

The current owners of the lots have signed the Hold Harmless and Indemnity Agreement for this abandonment. By signing the Hold Harmless and Indemnity Agreement, the owners agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers and employees from any loss, damage, liability or judgement, including reasonable attorney fees and costs, on account of any damage to property and injuries whatsoever to all persons which may arise as a result of the vacation, closing and abandonment of the existing 15-foot utility easement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance
2. Exhibit A
3. Quitclaim Deed
4. Hold Harmless

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE TOWN'S INTEREST IN THE EXISTING 15-FOOT UTILITY EASEMENT LOCATED BETWEEN THE PROPERTY LINES OF LOTS 5 AND 6, BLOCK 1, OF NORTSHORE – P.U.D. NO. 9 SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, WHICH LOTS ARE MORE COMMONLY KNOWN AS 3001 AND 3005 HIGH CHAPARRAL DRIVE, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), is a home rule municipality acting under its power 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 currently holds real property interests in an easement, located on certain property within the Town, as shown in Exhibit "A," attached hereto and incorporated herein by reference as if fully set forth herein (the "Utility Easement"); and,

WHEREAS, William and Sheryl Goforth are the sole and current owners (the "Goforths") of the property more specifically described as Lots 5 and 6, Block 1, of Northshore – P.U.D. No. 9 Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, also known as 3001 and 3005 High Chaparral Drive (the "Property"); and,

WHEREAS, the Town of Flower Mound ("Town") has determined that the existing 15-foot utility easement between the Property lines ("Utility Easement") is not needed for access to or maintenance of any public improvements in said easement; and,

WHEREAS, the Goforths have requested the Town to abandon all rights, title, and interest to the Utility Easement that burdens their Property; and,

WHEREAS, The Town Council, in the exercise of its home rule authority and legislative discretion, finds and determines that the Town's interest in the Utility Easement is not being used for public purposes, is not useful or convenient to the public, and constituted a burden without corresponding public benefit, and that the public health, safety, and welfare will be best served by the vacation and abandonment of the Utility Easement; and,

WHEREAS, in order to remove any question as to the continued interest of ownership of the Utility Easement, the Town desires to execute a quitclaim deed releasing all title, ownership, and control in the Utility Easement to the Goforths, owners of the title to the underlying property.

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 and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the existing Utility Easement as depicted and described in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 3

The abandonment provided herein shall apply to the Town's public right, title, easement, and interest that the Town may lawfully abandon, vacate, and relinquish. The Town makes no warranty or representation as to title to the property as released.

SECTION 4

The Mayor of the Town, is hereby authorized and empowered to execute, on behalf of the Town, a quitclaim deed releasing to the owners of title to the Property, all claims to title, ownership, or control of the Utility Easement described in Section 2 of this Ordinance ("Quitclaim Deed").

SECTION 5

The Goforths have requested the vacation and abandonment of the existing Utility Easement described herein and shall immediately file with the Town Manager a fully executed Hold Harmless and Indemnity Agreement ("Agreement") on a form provided by the Town, which Agreement shall constitute a covenant which runs with the Property.

SECTION 6

The Town Secretary is directed to file an original of the Quitclaim Deed referred to in Section 4 and the Agreement referred to in Section 5, in the Deed Records of Denton County, Texas.

SECTION 7

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

SECTION 8

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 9

This Ordinance shall be in full force and effect from its passage, and it 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 6th DAY OF APRIL, 2026.

APPROVED:

Chery Moore, MAYOR

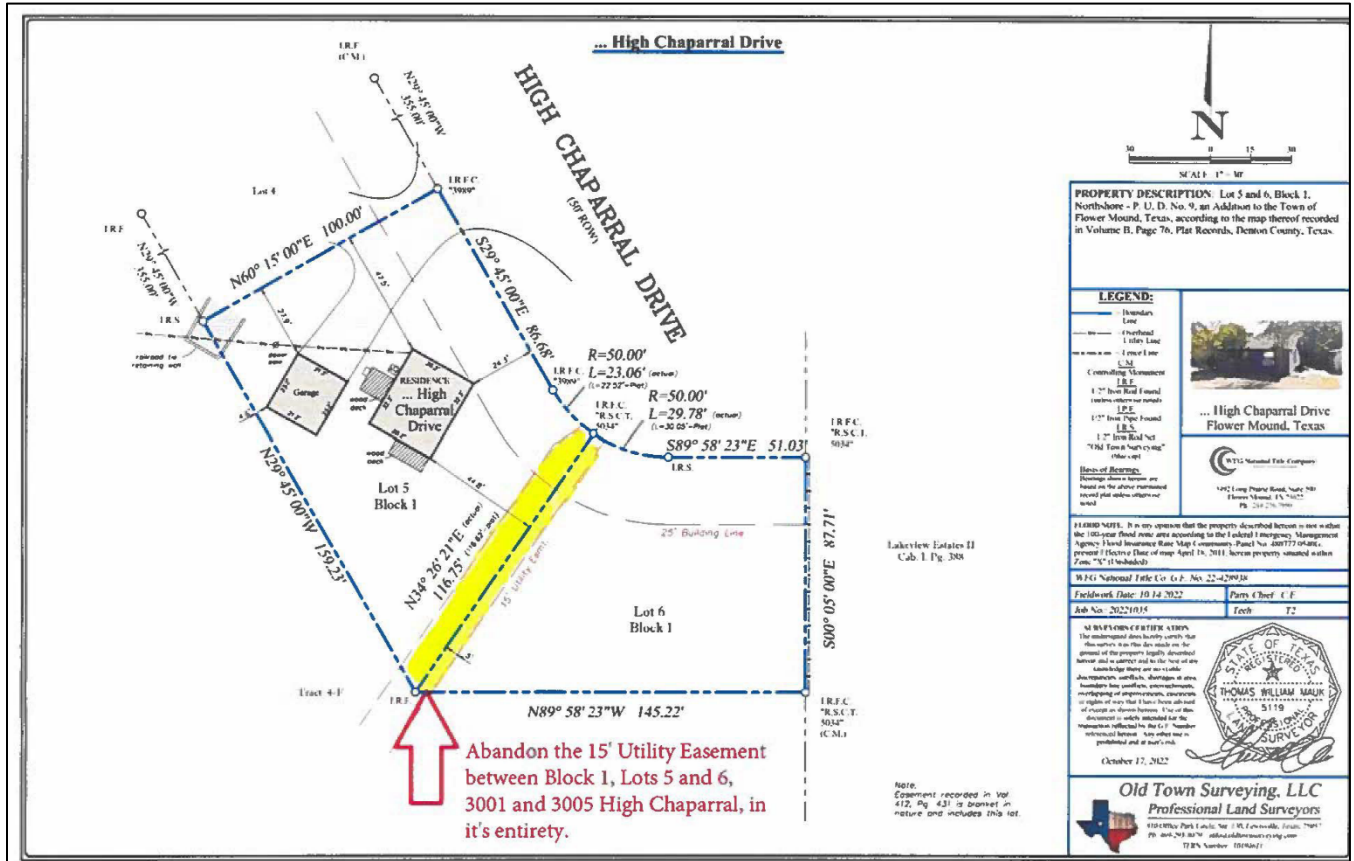
ATTEST:

Traci Henderson, TRMC, CMC
TOWN SECRETARY

Exhibit "A"

Utility Easement – Legal Description

Lot 5 and 6, Block 1, Northshore – P.U.D. No. 9, an Addition to the Town of Flower Mound, Texas, according to the Plat recorded in Volume B, Page 76, Plat Records, Denton County, Texas, and also known as 3001 and 3005 High Chaparral Drive.



PROPERTY DESCRIPTION: Lot 5 and 6, Block 1, Northshore – P. U. D. No. 9, an Addition to the Town of Flower Mound, Texas, according to the map thereof recorded in Volume B, Page 76, Plat Records, Denton County, Texas.

LEGEND:

- Boundary Line
- Asphalted Utility Line
- 1.5" Iron Road (asphalt) on parcels
- 1.5" Iron Pipe (asphalt)
- 1.5" Iron Road (asphalt)
- 1.5" Iron Road (asphalt)

Notes of Bearings:
Bearings shown herein are based on the above mentioned record plat unless otherwise noted.

DISCLAIMER: It is my opinion that the property described herein is not within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Commission (FIRM) No. 480777-04-00, revised 1/16/04, effective date of map April 15, 2011, herein property situated within Zone "X" (1 foot depth).

WFL National Title Co. Co. P. No. 22-209938

Fieldwork Date: 10/14/2022 Party Chief: C.F. Tech: T2

ALL BUYERS OF OTHER PLATS:
The undersigned hereby certifies that this survey is in this day made on the ground of the property legally described herein and is correct and to the best of my knowledge there are no other claims, mortgages, encumbrances, or rights of way that have been allowed or except in favor herein. If any of the information is omitted, it shall be the responsibility of the buyer to investigate the same. Any other use is prohibited and at buyer's risk.

October 17, 2022

Old Town Surveying, LLC
Professional Land Surveyors

4124 Old Town Park Lane, Suite 101, Flower Mound, Texas 76041
PH: 469-293-8679 info@oldtownsurveying.com
TEBN Number: 00000001

Exhibit "B"
Quitclaim Deed

Exhibit "C"
Hold Harmless and Indemnity Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED ABANDONING EASEMENT

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the 15-foot utility easement, which is located on property located at 3001 and 3005 High Chaparral Drive, Town of Flower Mound, Denton County, Texas (“Property”), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefited by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the ____ day of _____, 2026, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, William and Sheryl Goforth own the underlying title to the hereinafter described property where the vacated and abandoned portion of a utility easement was located and desire a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon, and forever QUITCLAIM unto WILLIAM AND SHERYL GOFORTH, Grantees, and their heirs, successors, and assigns, all of Grantor’s right, title, and interest, if any, in and to that portion of a utility easement described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD all of Grantor’s right, title, and interest, if any, in and to the above-described vacated and abandoned portion of a utility easement unto the Grantees, and their heirs, successors, and assigns forever, so that neither Grantor nor its successors or assigns shall have, claim, or demand any right, title, or interest in or to the vacated and abandoned portion of the utility easement and appurtenances or any part thereof.

EXECUTED this ____ day of _____, 2026.

TOWN OF FLOWER MOUND, TEXAS

Cheryl Moore, MAYOR

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, _____, Notary Public, on this day personally appeared Cheryl Moore, Mayor of the Town of Flower Mound, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2026.

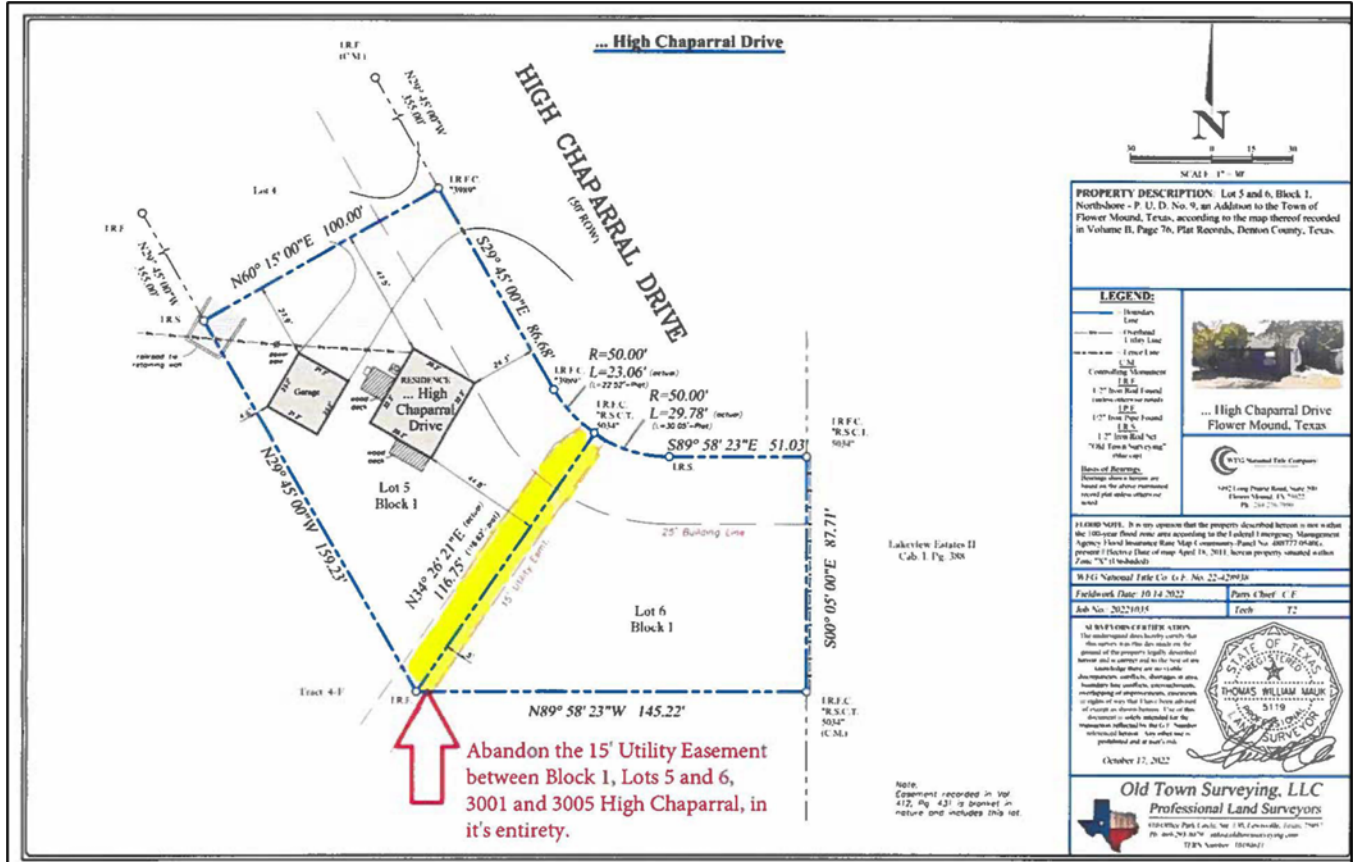
NOTARY PUBLIC in and for the State of Texas

(Seal)

My Commission Expires: _____

Exhibit "A"
 Legal Description of Utility Easement Being Abandon

Lot 5 and 6, Block 1, Northshore – P.U.D. No. 9, an Addition to the Town of Flower Mound, Texas, according to the Plat recorded in+ Volume B, Page 76, Plat Records, Denton County, Texas, and also known as 3001 and 3005 High Chaparral Drive.



PROPERTY DESCRIPTION: Lot 5 and 6, Block 1, Northshore - P. U. D. No. 9, an Addition to the Town of Flower Mound, Texas, according to the map thereof recorded in Volume B, Page 76, Plat Records, Denton County, Texas.

LEGEND:

- Boundary Line
- Conventional Utility Line
- 1.5" Iron Pipe Found
- 1.5" Iron Pipe Found
- 1.5" Iron Pipe Found
- 1.5" Iron Pipe Found
- 1.5" Iron Pipe Found

High Chaparral Drive
 Flower Mound, Texas

Old Town Surveying, LLC
 Professional Land Surveyors

THOMAS WILLIAM MAJUK
 5119
 SURVEYOR

October 17, 2022

Old Town Surveying, LLC
 Professional Land Surveyors

11000 North Park Lane, Suite 101, Flower Mound, Texas 75028
 P.O. Box 293 8070, Dallas, Texas 75227
 TDR# Number: 10166621

Exhibit "B"
Easement Abandonment Ordinance

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

William and Sheryl Goforth are the sole and current owners (“Owners”) of that certain properties described as Lots 5 and 6, Block 1, of Northshore – P.U.D. No. 9 Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Volume B, Page 76, Plat Records, Denton County, Texas, and also known as 3001 and 3005 High Chaparral Drive (the “Property”). The Owners have requested the Town of Flower Mound (“Town”) to abandon all rights, title, and interest to the existing 15-foot utility easement located between property lines (“Utility Easement”), as depicted and described in Exhibit “A,” attached hereto.

NOW, THEREFORE, for and in consideration of the Town vacating and abandoning all rights, title, and interest in and to the above described 15-foot Utility Easement, Owners do hereby agree to indemnify, hold harmless, and defend the Town, its agents, officers, and employees from any claim, loss, damage, liability, or judgement, including reasonable attorney’s fees and costs, on account of any damage to property or injuries whatsoever to all persons, that may arise as a result of the vacation, closing, and abandonment of the Utility Easement.

It is agreed and understood that this Agreement shall be filed in the Map and Plat Records and in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this ____ day of _____, 2026.

OWNERS:

William Goforth

Sheryl Goforth

STATE OF TEXAS §
 §
COUNTY OF DENTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared William Goforth and Sheryl Goforth known to me to be the persons whose names are subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that they executed the same for the purposes and consideration therein expressed and that they have the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of _____, 2026.

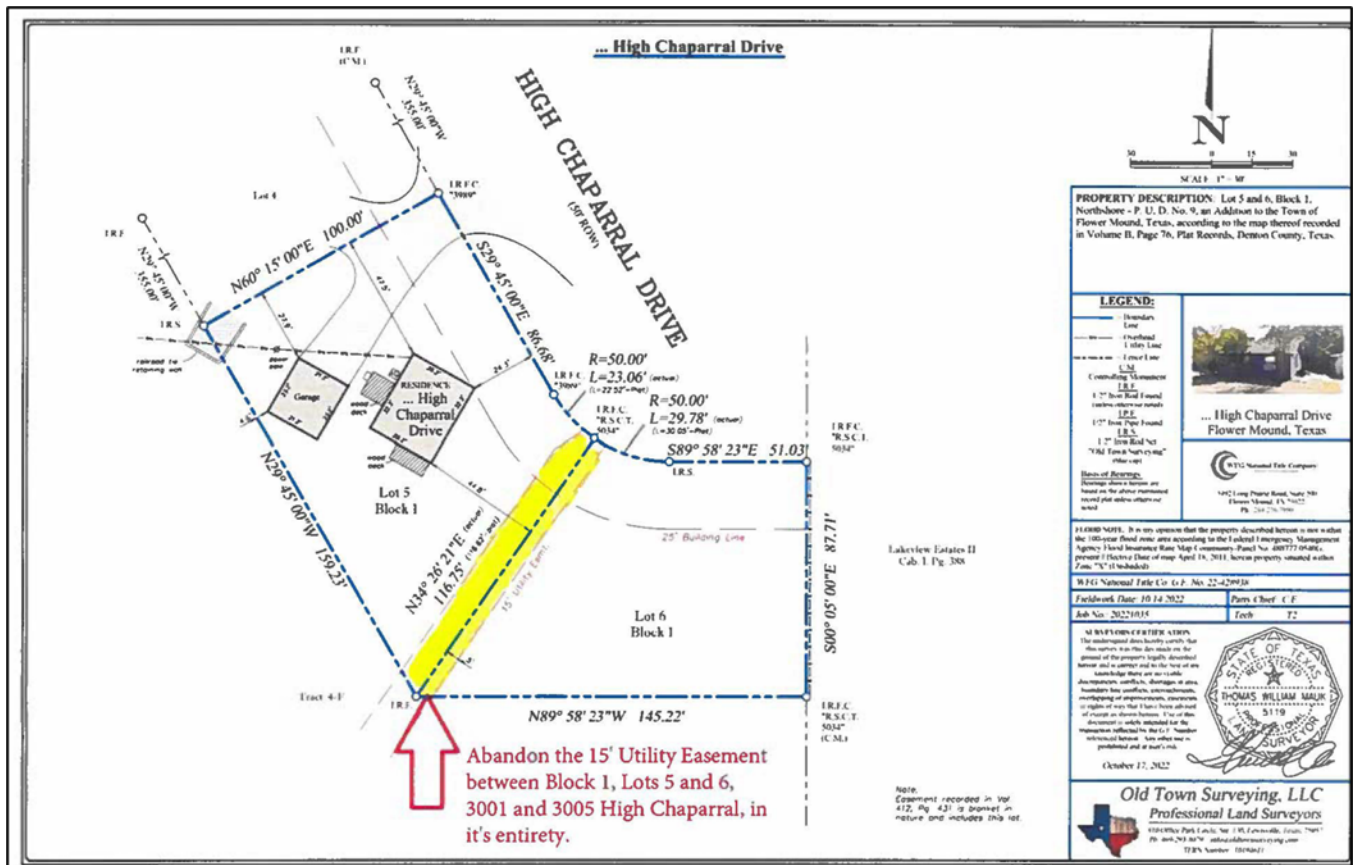
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit "A"

Utility Easement – Legal Description

Lot 5 and 6, Block 1, Northshore – P.U.D. No. 9, an Addition to the Town of Flower Mound, Texas, according to the Plat recorded in Volume B, Page 76, Plat Records, Denton County, Texas, and also known as 3001 and 3005 High Chaparral Drive.





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

DATE: April 8, 2026

FROM: Paul Henley, Fire Chief

ITEM: Consider approval of the purchase of five (5) Zenix series Cardiac Monitor/Defibrillators from Zoll Medical Corporation for Fire and Emergency Services frontline Fire apparatus, in the amount of \$331,999.42 under the National Purchasing Partners (NPP) Contract # PS25850; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: In 2017, fifteen (15) Zoll Cardiac Monitors/Defibrillators were put in service in Flower Mound. The life cycle for these units is approximately eight (8) years. After eight years, the warranty begins to wane on critical items. In fiscal year 24/25 a non-discretionary package was approved for a replacement plan for the end-of-life monitors. Six (6) new monitors were purchased November 2024 for the department's front-line ambulances, Ambulance Bus (AMBUS) and one (1) backup. For FY25/26, this request is to purchase five (5) monitors for the front-line Fire apparatus under NPP Contract # PS25850 including a five (5) year Worry Free Service Plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$331,999.42

Proposed Expenditure/(Revenue)
\$331,999.42

Account Number(s):
319-560-63000-6190

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Zoll Cardiac Monitor Quote#Q-124479

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



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-124479 Version: 5

Flower Mound Fire Department
 3911 South Broadway Avenue
 Flower Mound, TX 75028

Quote No: Q-124479
 Version: 5

ZOLL Customer No: 6067

Issued Date: February 27, 2026
 Expiration Date: April 30, 2026

Robert Adcock
 (972) 874-6270
 robert.adcock@flowermound.gov

Terms: Net due in 30 days

FOB: Destination
 Freight: Free Freight

Prepared by: Mark Lewis
 EMS Territory Manager
 mark.lewis@zoll.com

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-57475	8116-11-41-23101-10-USA	<p>Zenix Monitor/Defibrillator, EMS, Fire Configuration</p> <p>12-lead, Pacing, SpO2, SpCO, EtCO2, NIBP, Real BVM Help, Real CPR Help
Includes: SurePower 4 Battery, Zenix Power Cord (NA), Zenix MFC Cable, Zenix 12-lead ECG Cable (AAMI), Masimo RD Rainbow SET Patient Cable (4 ft, EMS), Zenix AC-DC External Power Supply, Zenix Accuvent Z-Link Cable, Zenix NIBP Patient Hose, Zenix NIBP Cuff (Reusable, Adult Plus), Zenix Z-Fold Paper, Zenix MFC Self Test Plug Kit, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Z-Link Cable included. (Accuvent disposable sensors sold separately) • SunTech NIBP technology. 10 foot single lumen hose and SunTech Reusable Adult Plus Cuff included • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® •</p>	5	\$65,250.00	\$53,505.00	\$267,525.00
2	CH-57475	8016-000111-01	SurePower 4 Battery	10	\$1,180.00	\$1,038.40	\$10,384.00
3	CH-57475	8016-001000	SurePower 4 Charger Adapter	5	\$450.00	\$396.00	\$1,980.00
4	CH-57475	98-0599-4C	Zenix NIBP Cuff, Large Adult Plus	5	\$30.00	\$26.40	\$132.00



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Flower Mound Fire Department
 Quote No: Q-124479 Version: 5

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
5	CH-57475	98-0599-4K	Zenix NIBP Cuff, Small Adult Plus	5	\$30.00	\$26.40	\$132.00
6	CH-57475	98-0599-41	Zenix NIBP Cuff, Child	5	\$20.00	\$17.60	\$88.00
7	CH-19953	8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	5	\$900.00	\$657.00	\$3,285.00
8	CH-19953	8000-000863	Masimo LNCS-II Rainbow SpCO Sensor, Pediatric, 3 ft	5	\$850.00	\$620.50	\$3,102.50
9	CH-57475	8000-010115	Masimo NomoLine LH Airway Adapter SET, Adult/Pediatric, Box of 25	1	\$350.00	\$308.00	\$308.00
10	CH-57475	8000-010113	Masimo NomoLine LH Nasal/Oral CO2 Cannula w/ O2, Adult, Box of 25	1	\$460.00	\$404.80	\$404.80
11	CH-57475	8000-010114	Masimo NomoLine LH Nasal/Oral CO2 Cannula w/ O2, Pediatric, Box of 25	1	\$500.00	\$440.00	\$440.00
12	CH-57475	8900-000422-01	Zenix CPR AA Electrode, Box of 8	1	\$850.00	\$748.00	\$748.00
13	CH-57475	8900-000424-01	Zenix CPR Pediatric Electrode, Box of 8	1	\$950.00	\$836.00	\$836.00
14	CH-57475	8016-000860-01	Zenix Carry Case, Large	5	\$490.00	\$431.20	\$2,156.00
15	CH-57475	8000-000878-01	Zenix Fan Folder Paper, Grid, Box of 10	1	\$49.00	\$43.12	\$43.12
16		8400-110045	CaseReview Premium Subscription, X Series / Zenix, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	5	\$2,616.00	\$2,616.00	\$13,080.00
17		8778-890055-WF-ZNX	Zenix Worry-Free Service Plan - 5 Years - On-Site - At Time of Sale Includes: Annual preventive maintenance, battery charger repairs per ZOLL Limited Product Warranty, SurePower 4 Battery replacement upon verified failure, accidental damage coverage, on-site service, and pod replacement upon verified failure. Shipping and use of a Service Loaner upon request, during device service, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	5	\$12,190.00	\$10,971.00	\$54,855.00



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Flower Mound Fire Department
Quote No: Q-124479 Version: 5

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
18		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	5		(\$5,500.00)	(\$27,500.00)

Subtotal: \$331,999.42

Total: \$331,999.42

Contract Reference	Description
CH-19953	Reflects Service Contract Worry Free X Series Modifier 2023 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Worry Free X Series Modifier 2023 shall apply to the customer's purchase of the products set forth on this quote.
CH-57475	Reflects National Purchasing Partners (NPP) contract PS25850 Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in the NPP contract PS25850 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through April 30, 2026 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on April 30, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Flower Mound Fire Department
Quote No: Q-124479 Version: 5

Order Information (to be completed by the customer)

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department: Town of Flower Mound	Name/Department: Flower Mound Fire Department
Address: 2121 Cross Timbers Road	Address: 3911 South Broadway Avenue
City / State / Zip Code: Flower Mound, TX 75028	City / State / Zip Code: Flower Mound, TX 75028

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes PO Number: ___TBD_____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Flower Mound Fire Department

Authorized Signature:

 Name: Cheryl Moore

 Title: Mayor - Town of Flower Mound

 Date: _____



Flower Mound Fire Department
Quote No: Q-124479 Version: 5

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: Cheryl Moore

Title: Mayor

Company: Town of Flower Mound

Company Address: 2121 Cross Timbers Rd Flower Mound, TX 75028

Date: _____



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

DATE: April 8, 2026

FROM: Jason Hawley, Assistant Chief of Police

ITEM: Consider approval of the purchase of a new 2026 Chevrolet 2WD Crew Cab Short Box LT per Town of Flower Mound specifications and vendor quote from Sames Laredo Chevrolet, Inc. in the amount of \$50,449.00.

BACKGROUND: The police department is requesting the purchase of (1) one 2026 Chevrolet 2WD Crew Cab Short Box Lt for \$50,449.00 from Sames Laredo Chevrolet, Inc., utilizing contract TIPS 240901. This vehicle is part of the Vehicle Replacement Fund for FY 2025/2026. This vehicle will replace Unit #55, a 2017 Ford Taurus - Police.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$50,449.00

Proposed Expenditure/(Revenue)
\$50,499.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Req
3. SAG-3546_Town_of_Flower_Mound

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



Bid Award Recommendation

Date: 2/22/2026 – VERF FY 25-26

Description: **2026 Chevrolet Silverado ½ Ton Pick-up**

Qty.: 1

Replaces: 43500-55, a 2017 Ford Taurus – Police

Bidder: Sames Laredo Chevrolet, Cole David 512-296-9019 cdavid@sames.net

Item: 1 – New Chevrolet Silverado 4x2 Crew Cab Short Bed pick -up truck, Black with 3 total keys/fobs as per Sames Quote SAG-3546

Total Cost of Vehicles, Equipment & Installation:

\$50,449.00

It is Fleet Services recommendation to award the bid to **Sames Laredo Chevrolet** in the amount of **\$50,449.00** utilizing the **TIPS Cooperative Contract 240901**.

Fleet Services Manager

2/22/2026

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 2/18/2026
 Suggested Vendor: Sames Laredo Chevrolet
 Contact (if known): Cole David
 Address (if available): 3701 E. Saunders Street
Laredo TX, 78041
 Phone/Fax: 512-296-9019



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 Silverado - Black	\$ 50,449.00	\$ 50,449.00
565-450-84500-6130	\$ 12,000	0	Defender Supply Upfitting	\$ 11,079.50	-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 50,449.00

Name/Phone Ext.: Branch / 6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-55
 Spec Name: Chief Silverado

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.

Quote #: SAG-3546

Date: 2/20/2026

Expires: 4/30/2026

Quote From:

Sames Laredo Chevrolet, Inc
3701 E. Saunders Street
Laredo, TX 78041
Cole David | cdavid@sames.net
Phone: 5122969019

Quote For:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Vehicle Information

Year	Make/Model	Contract #	Color	Qty	Price	Total
2026	Chevrolet 2WD Crew Cab Short Box LT CC10543	TIPS 240901	Black	1	\$49,679.00	\$49,679.00

Vehicles Subtotal: \$49,679.00

Standard Options: 2026 Chevrolet 2WD Crew Cab Short Box LT CC10543

- 5.3L EcoTec3 V8 engine
- 10-speed automatic transmission
- 17-inch Bright Silver painted aluminum wheels
- All-season tires
- Full-size spare tire
- External engine oil cooler
- Auxiliary external transmission oil cooler
- 170-amp alternator
- Cloth front 40/20/40 split-bench seats
- Chevrolet Infotainment 3 Premium audio system
- 6,900 lbs GVWR
- Federal emissions requirements
- Black exterior
- Jet Black interior
- Front license plate kit

Options/Upgrades

Description	Qty	Price	Total
Key equipment; additional key/fob	1	\$45.00	\$45.00

Options Subtotal: \$45.00

Transport Route: 3701 E. Saunders Street, Laredo, TX, 78041 to 2121 Cross Timbers Road, Flower Mound, TX, 75028

Transport: \$725.00/vehicle x 1 miles = **\$725.00**

PRICING SUMMARY

Vehicles: \$49,679.00	Transport: \$725.00	GRAND TOTAL: \$50,449.00
Options: \$45.00	Trade-In: (\$0.00)	
Upfitters: \$0.00		

TERMS AND CONDITIONS

Balance on the vehicle is due within thirty (30) days of delivery to the upfitter or customer. A \$500 per month floor plan interest charge will be applied to any unpaid balance beyond Net 30 terms.

All prices provided in this quote are based on current market conditions and are subject to change. Pricing may be impacted by changes in OEM production availability, allocation limits, material shortages, tariffs, trade regulations, or other factors beyond the dealership's control.

Vehicle availability, production timing, and delivery schedules are subject to OEM manufacturing constraints and supply-chain conditions. The dealership shall not be held liable for delays, cancellations, or non-production resulting from OEM constraints or manufacturer decisions. In the event an OEM is unable to produce or deliver a vehicle as quoted, the dealership reserves the right to modify, delay, substitute, or cancel the order without penalty.

Any resulting price or availability changes will be communicated prior to final purchase or delivery.



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

DATE: April 8, 2026

FROM: John Habern, Park Development Manager

ITEM: **Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with Trails Master Plan Improvements adjacent to and within Lawson Park behind Forest Vista Elementary, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$125,215.42.**

BACKGROUND: The proposed project consists of removal and repairs to the Town's Multi-Use Trail behind Forest Vista Elementary, adjacent to and within Lawson Park, which has fallen out of ADA compliance. These areas currently present safety concerns, including excessive cross slopes and surface shifting that create potential trip hazards. The scope of work includes the removal of approximately 1,013 square yards of existing concrete and the installation of 1,013 square yards of new reinforced concrete trail. After the trail has been installed, 65 cubic yards of topsoil will be required for grading.

Construction will be performed by Apex Concrete Construction, Inc. under the existing Utility Cut Repairs and Park Improvements Contract No. 2021-72-B. Work is anticipated to begin in June 2026 and will require approximately 3–4 weeks to complete.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$125,215.42

Proposed Expenditure/(Revenue)

\$125,215.42

Account Number(s):

317-110-70424-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Estimate

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

Estimate

Grapevine, TX 76099
 817-454-1995
 Fax 817-337-8958

Date	Estimate #
2/9/2026	1112

Name / Address
Town of Flower Mound Public Works Attn: Chuck Jennings

Ship To
Lawson Park Bike Trail Forest Vista Elementary Trail

Project

Qty	Item	Description	Rate	Total
1,013	sidewalk	Item # 48 Remove 4" - 5" Concrete Sidewalk	34.65	35,100.45
1,013	concrete	Item # 68 Install 5.5" Reinforced Concrete Trail	80.19	81,232.47
300	grading	Item # 165 Finish Grading	9.35	2,805.00
65	top soil	Item # 166 Topsoil Provided with Grading	93.50	6,077.50
Bid # 2021-72-B				
Total				\$125,215.42



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

DATE: April 8, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction, Inc., for work associated with the Raven Circle Panel Replacement project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$151,092.00.**

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

Staff will utilize this contract for the Raven Circle Panel Replacement Project as identified on the capital improvement plan. The project includes replacing multiple deteriorating concrete panels on Raven Circle. Apex Concrete Construction, Inc. has an excellent history with the Town of concrete road construction and is available for this project. Town staff has verified Apex's project cost estimate based on contract 2023-56-A Concrete and Drainage Improvement Service.

BOARD REVIEW/CITIZEN FEEDBACK:

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

FISCAL IMPACT: \$151,092.00

Proposed Expenditure/(Revenue)
\$151,092.00

Account Number(s):
316-560-78065-6160

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Apex Construction Estimate
2. Contract No. 2023-56-A - Apex Concrete Construction, Inc. - Interlocal

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

Estimate

Grapevine, TX 76099
 817-454-1995
 Fax 817-337-8958

Date	Estimate #
3/4/2026	1186

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

Ship To
2900 Raven Circle

Project

Qty	Item	Description	Rate	Total
2	demo	Item # 19 Cut and Remove TXDOT Type 1-7 Pedestrian Facility Curb Ramps	850.00	1,700.00
225	demo	Item # 45 Cut and Remove 24" Integral Curb and Gutter	8.50	1,912.50
479	excavation	Item #1 Excavate 4" to 6" Dirt	27.00	12,933.00
479	demo	Item # 30 Cut and Remove 6" Reinforced Concrete Pavement	49.50	23,710.50
40	demo	Item # 23 Cut and Remove 6" Reinforced Concrete Drive Approach	49.50	1,980.00
1	demo	Item # 94 Remove Curb Inlet 10'	1,200.00	1,200.00
122	demo	Item # 7 Cut and Remove 4" Concrete Sidewalk	36.00	4,392.00
119	road base	Item # 81 Install and Compact 95% Std. Proctor - Type 1 Flexbase 6"	55.00	6,545.00
316	misc	Item # 75 Install Geogrid Tensar NX 750 for Subgrade Stabalization	10.25	3,239.00
2	handicap ramp	Item # 20 Construct Type 1 - 7 Pedestrian Facility Curb Ramps	2,850.00	5,700.00
225	curb & gutter	Item # 48 Replace 24" Integral Curb and Gutter	49.00	11,025.00
479	concrete	Item # 35 Place 6" Concrete Pavement min 3600 PSI	99.00	47,421.00
1	inlet repair	Item # 100 Install Curb Inlet 10' (Cast in Place)	8,200.00	8,200.00
40	drive approach	Item # 24 Place 6" Reinforced Concrete Drive Approach min 3600 PSI	90.00	3,600.00
122	4" sidewalk	Item # 10 Place 4" Concrete Sidewalk or Trail, min 3600 PSI	72.00	8,784.00
50	top soil	Item # 137 Install Topsoil 4" to 6"	85.00	4,250.00
150	sod	Item 133 Bermuda Sod	30.00	4,500.00
		Contract # 2023 - 56 - A		
			Total	\$151,092.00

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

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) and Apex Concrete Construction, Inc (“Contractor”). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Concrete and Drainage Improvement Services (hereinafter referred to as “Services”) in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor’s total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor’s Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month’s service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

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

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

 x **Yes, Others can purchase**

 No, only the Town can purchase

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

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

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

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

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

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

Name: Danny Porter
Title: President
Company: Apex Concrete Construction, Inc
Address: 1080 Katy Rd
City, State, Zip: Keller, TX 76244

ADDITIONAL VERIFICATIONS

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

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

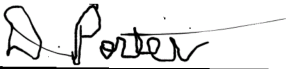
28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such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

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

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

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

AGREED TO BY: APEX CONCRETE CONSTRUCTION, INC

Signature 
Danny Porter – President

Date: 9/21/2023

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature 
Honorable Mayor Derek France

Date: 9/21/2023

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1039649

Date Filed:
06/27/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Apex Concrete Construction Inc.
KELLER, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Flower Mound

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB NO. 2023-56-A
Concrete and Drainage Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is DANALY PORTER, and my date of birth is 7-1-1957.

My address is 1101 Templewood Dr. Keller TX 76248 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS, on the 27th day of June, 2023.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Name of vendor who has a business relationship with local governmental entity.

Apex Concrete Const. Inc.

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

Name of local government officer about whom the information is being disclosed.

DANNY PETER
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

D

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(8), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

[Signature]

Date

6-24-23

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at: <http://www.statutes.legis.state.tx.us>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity.
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed.
or

(ii) the local governmental entity is considering entering a contract with the vendor.

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering a contract with the vendor.

Local Government Code § 176.006(a) and Ca-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter 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

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a).

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT A

TOWN OF FLOWER MOUND

CONCRETE AND DRAINAGE IMPROVEMENT SERVICES

RFB No. 2023-XX

BID PRICING WORKSHEET

	DESCRIPTION	Unit	Unit Price
1	Excavate 4" to 6" Dirt 0 to 499 SY	SY	\$ 27. ⁰⁰
2	Excavate 4" to 6" Dirt 500 to 2000 SY	SY	\$ 27. ⁰⁰
3	Excavate 4" to 6" Dirt 2001 to 5000 SY	SY	\$ 27. ⁰⁰
4	Excavate 6" to 8" Dirt 0 to 499 SY	SY	\$ 32. ⁰⁰
5	Excavate 6" to 8" Dirt 500 to 2000 SY	SY	\$ 32. ⁰⁰
6	Excavate 6" to 8" Dirt 2001 to 5000 SY	SY	\$ 32. ⁰⁰
7	Cut and Remove 4" to 6" Concrete Sidewalk 0 to 499 SY	SY	\$ 36. ⁰⁰
8	Cut and Remove 4" to 6" Concrete Sidewalk 500 to 2000 SY	SY	\$ 36. ⁰⁰
9	Cut and Remove 4" to 6" Concrete Sidewalk 2001 to 5000 SY	SY	\$ 36. ⁰⁰
10	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 72. ⁰⁰
11	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 72. ⁰⁰
12	Place 4" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 69.75
13	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 76.50
14	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 76.50
15	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 76.50
16	Place 4" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 153. ⁰⁰
17	Place 6" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 162. ⁰⁰
18	Place 8" Stamped Concrete Patterned Pavement, min 4200 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 171. ⁰⁰
19	Cut and Remove TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 850. ⁰⁰
20	Construct TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 2850. ⁰⁰
21	Cut and Remove TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 850. ⁰⁰
22	Construct TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 2850. ⁰⁰
23	Cut and Remove 6" to 8" Reinforced Concrete Drive Approach	SY	\$ 49.50
24	Place 6" Reinforced Concrete Drive Approach, Min 3600 psi	SY	\$ 90. ⁰⁰
25	Place 8" Reinforced Concrete Drive Approach, min 4200 psi	SY	\$ 95. ⁰⁰
26	Cut and Remove 6" to 8" Valley Gutter	SY	\$ 49.50
27	Place 6" Concrete Valley Gutter, min 3600 psi	SY	\$ 90. ⁰⁰
28	Place 8" Concrete Valley Gutter, min 4200 psi	SY	\$ 95. ⁰⁰
29	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb- 0-99 SY	SY	\$ 49.50
30	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-100 to 500 SY	SY	\$ 49.50

31	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-501 to 2000 SY	SY	\$ 49.50
32	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-2001 to 5000 SY	SY	\$ 49.50
33	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb 5001 to 8000 SY	SY	\$ 49.50
34	Place 6" Concrete Pavement, min 3600 psi- 0 to 99 SY	SY	\$ 99.00
35	Place 6" Concrete Pavement, min 3600 psi-100 to 500 SY	SY	\$ 99.00
36	Place 6" Concrete Pavement, min 3600 psi -501 to 2000 SY	SY	\$ 97.00
37	Place 6" Concrete Pavement, min 3600 psi -2001 to 8000 SY	SY	\$ 97.00
38	Place 8" Concrete Pavement, min 4200 psi - 0 to 99 SY	SY	\$ 108.00
39	Place 8" Concrete Pavement, min 4200 psi -100 to 500 SY	SY	\$ 108.00
40	Place 8" Concrete Pavement, min 4200 psi -501 to 2000 SY	SY	\$ 105.75
41	Place 8" Concrete Pavement, min 4200 psi -2001 to 8000 SY	SY	\$ 105.75
42	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 47.00
43	Install 6" Reinforced Integral Curb, 51-500 LF	LF	\$ 47.00
44	Install 6" Reinforced Integral Curb, 501+ LF	LF	\$ 47.00
45	Cut and Remove 24" Integral Curb and Gutter 0 to 499 LF	LF	\$ 8.50
46	Cut and Remove 24" Integral Curb and Gutter 500 to 2000 LF	LF	\$ 8.50
47	Cut and Remove 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 8.50
48	Replace 24" Integral Curb and Gutter 0 to 500 LF	LF	\$ 49.00
49	Replace 24" Integral Curb and Gutter-501 to 2000 LF	LF	\$ 49.00
50	Replace 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 49.00
51	Adjust Manholes to Finish Grade - All Manholes	EA	\$ 550.00
52	Adjust Valves to Finish Grade	EA	\$ 550.00
53	Lime Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 18.25
54	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 18.25
55	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 18.25
56	Lime Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 24.50
57	Lime Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 24.50
58	Lime Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 24.50
59	Cement Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 32.00
60	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 32.00
61	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 32.00
62	Cement Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 46.00
63	Cement Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 46.00
64	Cement Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 46.00
65	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	TN	\$ 350.00
66	Quick Lime for Subgrade Stabilization (1 to 1000 TN)	TN	\$ 450.00
67	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	TN	\$ 450.00
68	Cem-Lime Treatment Subgrade Stabilization - 8" 500-2000 SY	SY	\$ 32.00
69	Cem-Lime Treatment Subgrade Stabilization - 8" 2001-5000 SY	SY	\$ 32.00
70	Cem-Lime Treatment Subgrade Stabilization - 8" 5001-8000 SY	SY	\$ 32.00
71	Cem-Lime Treatment Subgrade Stabilization - 10" 500-2000 SY	SY	\$ 38.00

72	Cem-Lime Treatment Subgrade Stabilization - 10" 2001-5000 SY	SY	\$ 38.00
73	Cem-Lime Treatment Subgrade Stabilization - 10" 5001-8000 SY	SY	\$ 38.00
74	Cem-Lime for Stabilization - (1 to 1000 TN)	TN	\$ 450.00
75	Install Geogrid Tensar NX750 for Subgraded Stabilization (50-500 SY)	SY	\$ 10.25
76	Install Geogrid Tensar NX750 for Subgraded Stabilization (501+ SY)	SY	\$ 42.00
77	Install and Compact 6" Cement Treated Base (CTB) 50 to 500 SY	SY	\$ 42.00
78	Install and Compact 6" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 48.00
79	Install and Compact 8" Cement Treated Base (CTB) 100 to 500 SY	SY	\$ 48.00
80	Install and Compact 8" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 55.00
81	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (0 to 500 CY)	CY	\$ 55.00
82	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (500 to 999 CY)	CY	\$ 65.00
83	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (0 to 500 CY)	CY	\$ 65.00
84	Install and Compact 95% Std. Proctor - Type 1 Flexbase 6" (501 to 999 CY)	CY	\$ 65.00
85	Unclassified Excavation, to include off-site disposal 1 to 500 CY	CY	\$ 65.00
86	Unclassified Excavation, to include off-site disposal 501-900 CY	CY	\$ 65.00
87	Compacted Fill to 95%- 0 to 500 CY	CY	\$ 45.00
88	Compacted Fill to 95%-501 to 1000 CY	CY	\$ 45.00
89	Install 6" Wide Vertical Retaining Wall, 6" to 18" height, to include necessary footing	CY	\$ 2200.00
90	Install 6" Wide Vertical Retaining Wall, 20" to 36" height, to include necessary footing	CY	\$ 2750.00
91	Remove and replace inlet top 5' (Cast-in-Place)	EA	\$ 1550.00
92	Remove and replace inlet top 10' (Cast-in-Place)	EA	\$ 2000.00
93	Remove and replace inlet top 20' (Cast-in-Place)	EA	\$ 3800.00
94	Remove curb inlet 10' (0' to 6' Depth)	EA	\$ 1200.00
95	Vertical foot extra depth	VFT	\$ 200.00
96	Remove curb inlet 15' (0' to 6' Depth)	EA	\$ 1500.00
97	Vertical foot extra depth	VFT	\$ 250.00
98	Remove curb inlet 20' (0' to 6' Depth)	EA	\$ 1850.00
99	Vertical foot extra depth	VFT	\$ 300.00
100	Install curb inlet 10' (Standard or Recessed) (0' to 6' Depth) (Cast-in-Place)	EA	\$ 8200.00
101	Vertical foot extra depth	VFT	\$ 300.00
102	Install curb inlet 15' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 9000.00
103	Vertical foot extra depth	VFT	\$ 500.00
104	Install curb inlet 20' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 11500.00
105	Vertical foot extra depth	VFT	\$ 500.00
106	Install 18" RCP CL III (0' to 6' Depth)	LF	\$ 185.00
107	Vertical foot extra depth	VFT	\$ 20.00
108	Install RCP 24" CL III (0' to 6' Depth)	LF	\$ 220.00
109	Vertical foot extra depth	VFT	\$ 30.00
110	Install RCP 30" CL III (0' to 6' Depth)	LF	\$ 280.00
111	Vertical foot extra depth	VFT	\$ 35.00
112	Install RCP 36" CL III (0' to 6' Depth)	LF	\$ 320.00

113	Vertical foot extra depth	VFT	\$ 50. ⁰⁰
114	Install RCP 42" CL III (0' to 6' Depth)	LF	\$ 425. ⁰⁰
115	Vertical foot extra depth	VFT	\$ 50. ⁰⁰
116	Additional Cost for Class IV RCP	LF	\$ 35. ⁰⁰
117	CH-FW-0 TXDOT Concrete Headwalls with Flared Wings - 12" to 42" Pipe Culverts (Cast-in-Place)	CY	\$ 2500. ⁰⁰
118	Remove 6' Concrete Flume with 6" curb	LF	\$ 35. ⁰⁰
119	Install 6' concrete Flume with 6" curb	LF	\$ 65. ⁰⁰
120	Remove 10' concrete Flume with 6" curb	LF	\$ 55. ⁰⁰
121	Install 10' concrete Flume with 6" curb	LF	\$ 110. ⁰⁰
122	4' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 2800. ⁰⁰
123	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
124	5' Junction box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 3200. ⁰⁰
125	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
126	6' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 3800. ⁰⁰
127	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
128	6:1 Safety End Treatments 18" Pipe (Cast-in-Place or Precast)	EA	\$ 2850. ⁰⁰
129	6:1 Safety End Treatment 24" Pipe (Cast-in-Place or Precast)	EA	\$ 3000. ⁰⁰
130	6:1 Safety End Treatment 30" Pipe (Cast-in-Place or Precast)	EA	\$ 3250. ⁰⁰
131	Install Rock-Rip-Rap (18" to 24" Stone Size) placed with geotextile	CY	\$ 32. ⁰⁰
132	St. Augustine Sod	SY	\$ 26. ⁰⁰
133	Bermuda Sod	SY	\$ 22. ⁰⁰
134	Hydroseeding with fiber mulch per specifications	SY	\$ 8.50
135	Irrigation Main Repair/Relocation, 0-500 LF	LF	\$ 45. ⁰⁰
136	Irrigation Main Repair/Relocation, 500+	LF	\$ 45. ⁰⁰
137	Install Topsoil (4" to 6")	CY	\$ 85. ⁰⁰
138	Installation of French Drain - 4" Perforated Pipe	LF	\$ 50. ⁰⁰

During the term of the contract, the successful vendor(s) will be required to provide an itemized written quote for each concrete and drainage improvement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

Bid Certification Form
RFB No. 2023-XXX
Concrete and Drainage Improvement Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Apex Concrete Const. Inc.

Principal Place of Business Address: 1080 Katy Road

Principal Place of Business City, State, Zip: Keller TX 710244

Principal Place of Business Phone Number: 817-454-1995

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 46-4965326

Addendums

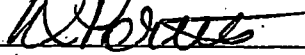
If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 X Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:  10-26-23
Signature Date

DANNY PORTER
Printed Name

PRESIDENT
Title

Attachment C
References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: CITY OF SOUTHLAKE
Contact Name: JULIO REYNA
Address: 1400 MAIN ST.
SOUTHLAKE, TX.
Phone: 817-482-5617.
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: CONCRETE SERVICES.

Company Name: CITY OF NORTH RICHLAND HILLS.
Contact Name: CHRIS HORN
Address: 4301 CITY POINT DRIVE.
Phone: 817-703-8527
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: ALL CONCRETE SERVICES.

Company Name: HALTOM CITY
Contact Name: BRECK-MARLIN COLEMAN
Address: 5024 BROADWAY AVE.
HALTOM CITY, TX.
Phone: 817-538-0189
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: ALL CONCRETE SERVICES.

Apex Concrete Construction

Equipment Available

- 1 ton Crew Trucks-4
- ¾ Ton Crew Trucks-4
- 10 Yard Tandem Dump Truck-1
- 6 Yard Dump-1
- 20' Trailers-6
- 16' Trailers-1
- 18' Dove tail Haul Trailer-1
- SVL 72-2 Skid Steer Track Loaders-2
- 24' Gooseneck Haul trailer-1
- 50 Horsepower Concrete Saw-1
- Other Equipment Leased as needed
- Employees total – 18 excluding sub contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agents Alliance Services, Ltd FTR Insurance Services, LLC PO Box 465 Valley View TX 76272		CONTACT NAME: Michelle Ryan PHONE (A/C, No, Ext): (817) 442-4848 E-MAIL ADDRESS: michelleryan@ftrinsurance.com		FAX (A/C, No): (866) 583-1550
INSURED Apex Concrete Construction Inc 1080 Katy Rd Fort Worth TX 76244-4520		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Mountain States Indemnity		10177
		INSURER B: Technology Insurance Company, Inc.		42376
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL232248113

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	CPO 9562102	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	CAO 9562102	3/7/2023	3/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			CXO 9562102	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4226766	3/7/2023	3/7/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Leased/Rented Equipment			CPO 9562102	3/7/2023	3/7/2024	LIMIT 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Automobile Policy & Workers Compensation Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. General Liability is Primary & Non-Contributory. Per Project Aggregate applies to the General Liability Policy.

CERTIFICATE HOLDER

marquita.shamlin@flower-mound

Town of Flower Mound, the town, its offic officials, employees, boards, commissions & 2121 Cross Timbers Rd
Flower Mound, TX 75028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Ramsey/MRFT

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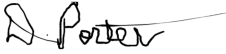
Certificate Of Completion

Envelope Id: 602D403FCBD147A990477E92CB3C5A94	Status: Completed
Subject: FINAL: 8.21.23_K9a_Contract No. 2023-56-A - Apex Concrete Construction.pdf	
Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Anne Carnes
Time Zone: (UTC-06:00) Central Time (US & Canada)	2121 Cross Timbers Rd
	Flower Mound, TX 75028
	anne.carnes@flower-mound.com
	IP Address: 97.105.97.14


Record Tracking

Status: Original	Holder: Anne Carnes	Location: DocuSign
9/20/2023 11:13:47 PM	anne.carnes@flower-mound.com	

Signer Events

Signer Events	Signature	Timestamp
Danny Porter apexconstruction57@gmail.com President Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 47.185.77.62	Sent: 9/20/2023 11:20:58 PM Viewed: 9/21/2023 7:41:16 AM Signed: 9/21/2023 7:41:41 AM

Electronic Record and Signature Disclosure:
Accepted: 8/25/2021 8:08:04 AM
ID: 00f0850d-399c-497d-ab14-9180d813302a

Derek France mayor@flower-mound.com Mayor Town of Flower Mound Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.188.211.129	Sent: 9/21/2023 7:41:43 AM Viewed: 9/21/2023 8:18:52 AM Signed: 9/21/2023 8:18:57 AM
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Electronic Record and Signature Disclosure:
Accepted: 6/22/2021 2:20:34 PM
ID: 964510c2-b844-4143-a0ab-81863a2ef394

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Ginger Choate Ginger.Choate@flower-mound.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/21/2023 8:18:59 AM Viewed: 9/21/2023 11:06:43 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Sabrina Zadow sabrina.zadow@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:18:59 AM
Marquita Shamlin marquita.shamlin@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:19:00 AM Viewed: 9/21/2023 11:54:01 AM
Bonnie St Pierre Bonnie.StPierre@flower-mound.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2023 8:19:00 AM Viewed: 9/21/2023 8:20:22 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2023 11:20:58 PM
Certified Delivered	Security Checked	9/21/2023 8:18:52 AM
Signing Complete	Security Checked	9/21/2023 8:18:57 AM
Completed	Security Checked	9/21/2023 8:19:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Town of Flower Mound (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Town of Flower Mound:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: anne.carnes@flower-mound.com

To advise Carahsoft OBO Town of Flower Mound of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at anne.carnes@flower-mound.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Town of Flower Mound

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to anne.carnes@flower-mound.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Town of Flower Mound

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to anne.carnes@flower-mound.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Town of Flower Mound as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Town of Flower Mound during the course of my relationship with you.



TOWN COUNCIL AGENDA H.12. CONSENT ITEM(S)

DATE: April 8, 2026
FROM: John Habern, Park Development Manager
ITEM: **Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction Inc, for work associated with the Colony Park Improvements project, through the Town of Flower Mound contract No. 2021-72-B, Utility Cut Repairs and Park Improvements, in the amount of \$258,831.12.**

BACKGROUND: The Community Development Corporation and Town Council approved funding for the Colony Park Improvements as part of the Fiscal Year 2025–2026 Capital Improvement Program, following a recommendation from the Parks Board. Developed in the late 1980s, Colony Park is in need of several improvements. The proposed project includes the removal and replacement of the existing 6-foot sidewalk loop, totaling approximately 1,590 square yards, with new reinforced concrete sidewalk of the same width to address ADA compliance issues and improve overall safety. Additional improvements include demolition and replacement of the existing basketball court with a new 6-inch concrete court, installation of new basketball goals, and replacement of concrete parking wheel stops. The practice baseball backstop has already been replaced using project funds.

Construction will be performed by Apex Concrete Construction, Inc. under the existing Utility Cut Repairs and Park Improvements Contract No. 2021-72-B. Improvements are anticipated to begin later this month and are expected to be completed within two months.

BOARD REVIEW/CITIZEN FEEDBACK: The Community Development Corporation approved these improvements for Colony Park in Fiscal Year 2025-2026 after a recommendation from the Parks Board for the Capital Improvement Program's park projects.

ALTERNATIVES: N/A

FISCAL IMPACT: \$258,831.12

Proposed Expenditure/(Revenue)
\$258,831.12

Account Number(s):

317-110-70424-6210 - \$13,831.12
317-110-90659-6210 - \$245,000.00

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Estimate

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

Estimate

Grapevine, TX 76099
 817-454-1995
 Fax 817-337-8958

Date	Estimate #
3/20/2026	1208

Name / Address
Town of Flower Mound Public Works Attn: John Habern Chuck Jennings

Ship To
Colony Park Trail Rehab

Project

Qty	Item	Description	Rate	Total
Colony Park Trail Rehab (Total remove and replace)				
1,590	sidewalk	Item # 48 Remove 4"-5" Concrete Sidewalk	34.65	55,093.50
1,590	concrete	Item # 68 INSTALL 5.5" Reinforced Concrete Sidewalk	80.19	127,502.10
267	demo	Item # 4 Remove 6"-8" Reinforced Concrete Pavement (Basketball Court)	32.18	8,592.06
267	concrete	Item # 16 Install 6" Reinforced Concrete Pavement (Basketball Court)	81.68	21,808.56
170	excavation	Item # 171 Unclassified Excavation	24.20	4,114.00
240	top soil	Item # 166 Topsoil Provided With Grading	93.50	22,440.00
276	curb	Item # 91 Install 6" Reinforced Integral Curb	22.00	6,072.00
1	ramp	Item # 129 Remove single Barrier Free Ramp & Landing	467.50	467.50
1	ramp	Item # 131 Install TXDOT (PED-12A) Type 1	1,375.00	1,375.00
66	misc	General Labor Services (Install 2 Basketball Goals and Foundations SKU: BA871-BK, BA871XL-BK) Amendment #1 Contract 2023-56-A	140.40	9,266.40
15	misc	General Labor Services (Install new Curb Stops) Amendment #1 Contract 2023-56-A Sod and Seed not Included Bid # 2021-72-B	140.00	2,100.00
Total				\$258,831.12



TOWN COUNCIL AGENDA H.13. CONSENT ITEM(S)

DATE: April 8, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of Concrete Pavement Crack & Joint Sealant Services from Curtco, Inc., through a City of Grand Prairie contract #21186R4, in the estimated amount of \$741,719.58.**

BACKGROUND: This item is to approve the purchase of pavement crack & joint sealing services for the Street Services division, using the City of Grand Prairie's contract #21186R4 with Curtco, Inc.

Each fiscal year, funds are allocated through the Street Services division's budget for pavement crack and joint sealing in areas where the concrete pavement has cracked and/or joints have separated, creating intrusion of surface water and causing damage to the pavement subgrade. Public Works is interested in utilizing the City of Grand Prairie contract with Curtco to provide pavement crack and joint sealant services on Flower Mound Roads. Curtco, Inc. has provided the Town with this service in the past, and staff are confident of their ability to perform this service satisfactorily.

The City of Grand Prairie contract is a one (1) year period that was awarded by their Council on August 17, 2021, and consists of four (4) optional one-year renewal periods. Staff is interested in utilizing the contract, which our records show that this contract was renewed on 9/1/2025, with one (1) renewal option remaining.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and Grand Prairie entered into an interlocal agreement effective May 3, 2010. The initial term of the agreement was one year, and it automatically renews annually, unless cancelled by either party.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$741,719.58

Proposed Expenditure/(Revenue)

\$604,845.00
\$100,000.00
\$36,874.58

Account Number(s):

560-200-00000-6160
316-561-92240-6160
316-561-92240-4303

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Estimate Joint seal #1
2. Estimate Joint Seal #2
3. City of Grand Prairie Contract No. 21119

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

CURTCO INC.
6133 HWY 27
CENTER POINT, TX 78010
PHONE 830-634-3434

QUOTE

Grand Prairie Contract # 21186R4

February 23, 2026

City of Flower Mound
% Keith Gabbard

RE: Crack Sealing with Camocrete

Curcco Inc. will supply all labor, equipment and material Crack Seal with
Camocrete

Street	From	To	LNF
See Attached			

198,047 LF @ \$0.52 per LF -----\$176,261.83

Thank you,


Curtis Wheatcraft

STREET	L.N.F	\$	0.89
WILSHIRE	1,227	\$	1,092.03
STONE HEDGE	2,259	\$	2,010.51
BRIAR RIDGE	2,274	\$	2,023.86
ELM HURST	7,398	\$	6,584.22
STONE HILL FARM	14,166	\$	12,607.74
STONE BEN	14,671	\$	13,057.19
LONE OAK	8,483	\$	7,549.87
OLD OAK	10,268	\$	9,138.52
STONE TRACE	3,083	\$	2,743.87
WILD FLOWEER	8,212	\$	7,308.68
COTTAGE	1,333	\$	1,186.37
SPRING RIDGE	9,039	\$	8,044.71
COBBLE	1,679	\$	1,494.31
MARBLE PASS	6,508	\$	5,792.12
STONE CREST	9,881	\$	8,794.09
ROCK RIDGE	7,086	\$	6,306.54
THORN	2,998	\$	2,668.22
HIDDEN BROK	4,809	\$	4,280.01
ROCK COVE	2,989	\$	2,660.21
PARK	1,851	\$	1,647.39
FAWN RUN	5,562	\$	4,950.18
GLEN HOLLOW	4,678	\$	4,163.42
SUNDOWN	10,593	\$	9,427.77
SUN CREEK PATH	2,704	\$	2,406.56
SUN LIGHT	7,752	\$	6,899.28
BRAMWELL	4,545	\$	4,045.05
VALENCIA	3,096	\$	2,755.44
DAY FLOWER	2,374	\$	2,112.86
YOUNG WORTH	4,433	\$	3,945.37
BIG FALL	8,577	\$	7,633.53
MADDY	2,848	\$	2,534.72
SHAM ROCK	1,484	\$	1,320.76
BARK RIDGEE	7,094	\$	6,313.66
SUNNY SIDE	3,288	\$	2,926.32
SUNCREST	1,896	\$	1,687.44
SUNSTAR	2,731	\$	2,430.59
SHEPERD PL	4,178	\$	3,718.42
TOTAL	198,047	\$	176,261.83

CURTCO INC.
6133 HWY 27
CENTER POINT, TX 78010
PHONE 830-634-3434

QUOTE

Grand Prairie Contract # 21186R4

February 23, 2026

City of Flower Mound
% Keith Gabbard

RE: Cleaning and Sealing Concrete Joints (Polyflex3) with Dust Control

Curtco Inc. will supply all labor, equipment and material to clean and seal concrete joints with Dust Control.

Street	From	To	LNF
Simmons Rd	Cross Timbers	McKamy Dr	70,857
Wichita Trail	Simmons Rd	Scenic Dr	47,571
Old Settlers Rd	Cross Timbers	McKamy Dr	57,660
Garden Ridge Blvd	Forest Vista	Kirkpatrick	29,533

205,621 LF @ \$2.75 per LF -----\$565,457.75

Thank you,


Curtis Wheatcraft

Joint Sealing and Cleaning (Polyflex III) with Dust Control

STREET	FROM	TO	L.N.F.	\$2.75
SIMMONS RD	CROSS TIMBERS	McKAMY DR	70,857	\$194,856.75
WICHITA TRAIL	SIMMONS RD	SCENIC DR	47,571	\$130,820.25
OLD SEATTLERS RD	CROSS TIMBERS	McKAMY DR	57,660	\$158,565.00
GARDEN RIDGE BLVD	FOREST VISTA	KIRKPATRICK	29,533	\$81,215.75
		TOTAL	205,621	\$565,457.75

Dept: * Purchasing **Contract ID:** 21186 R4
For: Transportation Services **Bid Number:** 21119
Contact Name: Kimberley Ruiz **Contact Phone: *** 8089 **Contact Email: *** kg Ruiz@gptx.org
Vendor Name: Curtco, Inc. **Vendor Email:** kg Ruiz@gptx.org
Project Name: Pavement Crack & Joint Sealing Services
Summary: Renewal 3
Permanent Retention *
 Yes No
Contract Amount: \$ 2,810,000.00 **Total Contract Amount over all terms:** \$ 14,050,000.00
Account # **Work Order #**

Implementation Date	Termination Date	Council Approval Date
9/1/2025	8/31/2026	8/17/2021

Contract Approvals

Department Manager:

<input type="text" value="Sign"/>	Date
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City Attorney Signature

<input type="text" value="Sign"/>	Date 8/27/2025
-----------------------------------	-----------------------

City Manager Signature

<input type="text" value="Sign"/>	Date 8/28/2025
-----------------------------------	-----------------------

City Secretary Signature

	Date 8/28/2025
---	-----------------------

Legal Reviewer Which attorney previously reviewed this contract?
 No Prior Legal Review



CONTRACT RENEWAL LETTER

August 27, 2025

Curtco, Inc.
ATTN: Curtis Wheatcraft
Sent via Email to cwheatcraft@aol.com

RE: Contract Number 21186 between the City of Grand Prairie, Texas (“City”) and Curtco, Inc. (“Company”) (the “Contract”)
Renewal 4 of a total of 4 Renewals with 0 Annual Renewals remaining

Greetings,

The City and Curtco, Inc. entered into the above-referenced Contract for pavement crack & joint sealing services, which provides for renewal options. The current term of the Contract will expire on August 31, 2025 (“Expiration Date”), and the City wishes to renew the contract for an additional one-year term under the same terms and conditions of and in accordance with this letter.

If you wish to renew the Contract, please acknowledge your desire by checking the first box on this Letter. If you wish to renew the Contract with a new rate, check the second box on this Letter (subject to final City approval). If you do not wish to renew the Contract, please acknowledge your desire by checking the third box at the bottom of this Letter.

COMPANY wishes to renew the Contract commencing the day after the Expiration Date and terminating one-year thereafter (the “Renewal Term”) under the same terms and conditions.

COMPANY wishes to renew the Contract commencing Expiration Date and terminating one-year thereafter (the “Renewal Term”) under the same terms and conditions, at the new following rate: _____ (Subject to final City approval below) (attach additional documentation if necessary)

City approval of new rate: _____ (Date: _____)


By execution of this Letter with one of the options above, COMPANY further agrees to the following:

COMPANY and the CITY covenant and agree that the term of the Contract is extended for the Renewal Term, as stated above. All terms and conditions of the Contract that are not expressly

amended herein shall remain in full force and effect. Company shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the Renewal Term of the Contract, insurance as required by the CITY in the Contract. COMPANY has attached hereto a current Certificate of Insurance showing that the insurance is in effect and meets the requirements set forth in the Contract.

COMPANY does not wish to renew the Contract.

By my signature below, I hereby acknowledge that I am authorized to execute this Contract Renewal Letter on behalf of the above-referenced Company.

Signature  Title PRESIDENT
Date 8/27/2025

If the person signing above is not the contact person for the COMPANY as stated in the original contract under section XXII "NOTICES", please attach documentation supporting your authority to sign on behalf of the COMPANY.

Respectfully,

Glenn A. Mizell

Glenn A. Mizell
Purchasing Manager, City of Grand Prairie, Texas

cc: Purchasing Staff, City of Grand Prairie, Texas

Additional Named Insureds

Other Named Insureds

Chrisco Asphalt, LLC

Limited Liability Company, Insured Multiple Names

Wheaties, LLC

Limited Liability Company, Insured Multiple Names

ADDITIONAL COVERAGES

Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description WC & Employer's liability	Coverage Code WCEL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2 1,000,000	Limit 3 1,000,000	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium



TOWN COUNCIL AGENDA H.14. CONSENT ITEM(S)

DATE: April 8, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the annual purchase contract for Annual Slurry Seal Services with Viking Construction, Inc, through City of Grand Prairie Contract #21478 for an estimated annual amount of \$220,503.53.**

BACKGROUND: This item is for the purchase of slurry seal services for the Public Works Street Maintenance division, using the City of Grand Prairie contract #21478 with Viking Construction, Inc., for an estimated annual amount of \$220,503.53.

Each fiscal year, funds are included in the Street Maintenance Division's budget for asphalt slurry seal projects. The department estimates an annual expenditure of \$250,000 for FY2025-26 to slurry seal various asphalt roads. Viking Construction Company has provided the Town with these services in the past, and staff are confident of their ability to perform these services satisfactorily.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Grand Prairie have had an active interlocal agreement for the past several years. The initial term of this contract agreement was for four years and was recently extended for one year, and expires on April 6, 2027.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Slurry seals provide a protective layer to help prevent further deterioration of the asphalt pavement, delaying the need for more extensive and costly repairs. A decision not to approve these services will lead to faster deterioration of the Town's asphalt roads.

FISCAL IMPACT: \$220,503.53

Proposed Expenditure/(Revenue)
\$220,503.53

Account Number(s):
316-561-92240-4303

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Grand Prairie Contract #21478
2. Grand Prairie 21478 R4-Micro Surf & Slurry
3. Viking Slurry Seal Proposal

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

Dept: * Purchasing **Contract ID:** 21478 R2
For: Transportation Services **Bid Number:** 22062
Contact Name: Kimberley Ruiz **Contact Phone: *** 8089 **Contact Email: *** kgruiz@gptx.org
Vendor Name: Viking Construction, Inc. **Vendor Email:** dan@vciss.com
Project Name: Micro Surfacing and Slurry Seal Treatment
Summary: Renewal 3 of 4
Permanent Retention *
 Yes No
Contract Amount: \$ 623,987.52 **Total Contract Amount over all terms:** \$ 3,119,937.60
Account # **Work Order #**

Implementation Date	Termination Date	Council Approval Date
5/1/2025	4/30/2026	4/5/2022

Contract Approvals

Department Manager:

	Date
City Attorney Signature	
	Date 4/3/2025
City Manager Signature	
	Date 4/3/2025
City Secretary Signature	
	Date 4/3/2025

Legal Reviewer Which attorney previously reviewed this contract?
 No Prior Legal Review



March 10, 2025

Viking Construction, Inc
ATTN: Dan Welsh, Project Manager
2592 Shell Road, Georgetown, TX 78628
dan@vciss.com

Subject: Renewal **3 of 4** for **RFB 22062 Contract ID 21478**

To whom it may concern,

The City and Viking Construction, Inc entered into the referenced contract for micro surfacing and slurry seal treatment, which provides for renewal options. The current term of the contract will expire on April 30, 2025, and the City wishes to renew the contract for an additional year set to expire April 30, 2026, under the same terms and conditions and in accordance with this letter. If you wish to renew the contract, please acknowledge your desire to do so by responding "I agree" to this letter. By acknowledging your desire to renew the contract, you warrant that you are authorized to execute the renewal on behalf of the contracting party.

- If you wish to renew the contract.
- If you do not wish to renew the contract, please explain.

Please attach a current Certificate of Insurance showing that insurance is in the effect of the types and kinds required under the contract.

If you have a question, please feel free to contact me.

Signature Brad J Pearce Date 4/2/2025

Respectfully,

A handwritten signature in cursive script that reads "Kim Ruiz".
Kimberley Ruiz, Senior Buyer



VIKING Construction, LLC

2592 Shell Road
Georgetown, TX 78628
Office 1(512)930-5777 ▼ Facsimile 1(512) 868-1955

*Preserving Texas roads with
pride and integrity.*

April 2, 2025

City of Grand Prairie
Kimberley Ruiz Senior Buyer
Renewal 3 of 4, RFB #22062

Ms. Ruiz,

Thank you for the chance to renew our Micro Surfacing & Slurry Seal contract for the 2025 season. Viking would like to extend the contract another year but will need to ask for a price increase due to cost increases for materials, trucking/delivery of materials, and labor. Please see our proposed new prices below:

Slurry Seal smaller than 49,999 SY will change to \$4.10/SY

Slurry Seal larger than 49,999 SY will change to \$3.77/SY

Microsurfacing smaller than 49,999 SY will change to \$4.50/SY

Microsurfacing larger than 49,999 SY will change to \$4.04/SY

Please contact me with any questions.

Brad Pearce

Viking Construction

Director of Pavement Preservation TX Region

2592 Shell Rd Georgetown, TX 78628

Cell (512) 413-0006 Office (512) 930-5777

www.vciss.com | brad@vciss.com



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**CONTRACTORS BLANKET ADDITIONAL INSUREDS,
PRIMARY & NONCONTRIBUTORY, WAIVER OF
SUBROGATION**

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- | |
|--|
| <p>1. Additional Insureds - Automatic Status for 13 Additional Insured Types</p> <ul style="list-style-type: none"> A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations) C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations D. Lessor of Leased Equipment E. Owners or Other Interests From Whom Land Has Been Leased F. Manager or Lessor of Premise G. Mortgagee, Assignee, or Receiver H. Controlling Interest I. Co-owner Of Insured Premises J. Executors, Administrators, Trustees Or Beneficiaries K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises L. Vendors M. Grantor of Franchise <p>2. Primary and Noncontributory - Other Insurance Condition</p> <p>3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic</p> |
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With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Named Insured: Viking Construction, LLC

Effective Date: 08/15/2024

Expiration Date: 08/15/2025

SCHEDULE:

**Name of Person(s)
or Organization(s):** All Operations with written contract with the named
insured.

**Location(s) Of
Covered Operations:** Jobsites as described in written contracts with the named
insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Jobsites and Operations as described in written contracts with the named insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. Broadened Who Is An Insured

Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured**:

d. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or personal affairs.

e. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and
2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

f. For Any Covered "Auto":

Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision applies only if there is no similar insurance available to the entity described above.

2. Additional Insured by Contract, Agreement or Permit

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

- A. Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured but only to

the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto Coverage Form.

The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

1. During the policy period, and
 2. After the execution of such written contract, and
 3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.
- B.** This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:
1. The person or organization is a Named Insured under such other insurance; and
 2. Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

3. Waiver of Transfer of Rights of Recovery

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with the respect to coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s), and
- B. Prior to the "accident" or the "loss."

4. Broadened Supplementary Payments

Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

- A. Paragraph **2.a.(2)** is amended to pay up to \$3,000 for cost of bail bonds; and

B. Paragraph 2.a.(4) is amended to pay for loss of earnings up to \$500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion B.3.a. under **Section III - PHYSICAL DAMAGE:**

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE:**

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

9. Rental Reimbursement

A. For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

B. We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
2. The number of days shown in the Schedule.

D. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".

E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

- G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

- A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".
- B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.
- C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:
 - (1) \$75,000
 - (2) The actual cash value of the hired "auto" at the time of the "loss"
 - (3) The cost of repairing or replacing the hired auto" with other property of like kind and quality
- D. The following deductible provisions apply:
 - (1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.
- E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

- A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - (1) The amount paid under the policy's Physical Damage Coverage; and
 - (2) Any:
 - (a) Overdue or any deferred lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (e) Carry-over balances from previous loans or leases.

- B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

- C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage**:

- A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations. There must be evidence of forced entry for loss caused by theft.
- B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.
- C. The most we will pay for any one "loss" under this coverage extension is \$2,000. No Physical Damage Coverage deductible applies to this coverage extension.
- D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.
- E. The coverage extension does not apply to the following property:
 - (1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;
 - (2) Tools;
 - (3) Jewelry, precious metals and loose gems;
 - (4) Money and securities; or

- (5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles** Coverage:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV - Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV - Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud**:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

A. The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

B. The following definition is added to **Section V - Definitions**:

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-01-24** Policy No. **WC 6946089-01**
Insured **PAVEMENT PRESERVATION GROUP, INC.**
Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____



CONTRACT RENEWAL LETTER

November 26, 2025

Viking Construction, Inc.
ATTN: Brad Pearce
Sent via Email to brad@pavementpreservationgroup.com

RE: Contract Number 21478 between the City of Grand Prairie, Texas (“City”) and Viking Construction, Inc.
Renewal 4 of a total of 4 Renewals with 0 Annual Renewals remaining

Greetings,

The City and Viking Construction, Inc entered into the above-referenced Contract for Micro Surfacing and Slurry Seal Treatment, which provides for renewal options. The current term of the Contract will expire on April 30, 2026 (“Expiration Date”), and the City wishes to renew the contract for an additional one-year term under the same terms and conditions of and in accordance with this letter.

If you wish to renew the Contract, please acknowledge your desire by checking the first box on this Letter. If you wish to renew the Contract with a new rate, check the second box on this Letter (subject to final City approval). If you do not wish to renew the Contract, please acknowledge your desire by checking the third box at the bottom of this Letter.

COMPANY wishes to renew the Contract commencing the day after the Expiration Date and terminating one-year thereafter (the “Renewal Term”) under the same terms and conditions.

COMPANY wishes to renew the Contract commencing Expiration Date and terminating one-year thereafter (the “Renewal Term”) under the same terms and conditions, at the new following rate: _____ (Subject to final City approval below) (attach additional documentation if necessary)


City approval of new rate: _____ (Date: _____)

By execution of this Letter with one of the options above, COMPANY further agrees to the following:

COMPANY and the CITY covenant and agree that the term of the Contract is extended for the Renewal Term, as stated above. All terms and conditions of the Contract that are not expressly amended herein shall remain in full force and effect. Company shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the Renewal Term of the Contract, insurance as required by the CITY in the Contract. COMPANY has attached hereto a current Certificate of Insurance showing that the insurance is in effect and meets the requirements set forth in the Contract.

COMPANY does not wish to renew the Contract.

By my signature below, I hereby acknowledge that I am authorized to execute this Contract Renewal Letter on behalf of the above-referenced Company.

Signature  Title Director of Pavement Preservation-TX Region
Date 12/12/2025

If the person signing above is not the contact person for the COMPANY as stated in the original contract under section XXII "NOTICES", please attach documentation supporting your authority to sign on behalf of the COMPANY.

Respectfully,

Glenn A. Mizell

Glenn A. Mizell
Purchasing Manager, City of Grand Prairie, Texas

cc: Purchasing Staff, City of Grand Prairie, Texas



To: TOWN OF FLOWER MOUND	Contact: Keith Gabbard
Address: 2121 CROSS TIMBERS RD FLOWER MOUND, TX 75028	Phone: (972) 874-6412
Project Name: Town Of Flower Mound Slurry Seal 2026	Bid Number: Interlocal Agmt-Ref Grand Prairie Contract #21478 Renewal #3
Project Location: Various Locations, Flower Mound, TX	Bid Date: 3/10/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Slurry Seal, Type II	58,489.00	SY	\$3.77	\$220,503.53

Total Bid Price: \$220,503.53

Notes:

- All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
- NOTE: This proposal may be withdrawn by us if not accepted within 30 days.
- **GENERAL CONDITIONS & EXCLUSIONS**
 Due to the current unstable crude oil prices ALL PRICES ARE BASED ON CURRENT CRUDE OIL PRODUCT PRICES. Market price for oil products including fuel, lubricants, asphalt materials and liquid asphalt are current, are extremely unstable, and are subject to change at any time. Any increase in oil products and or asphalt prices from date of proposal will be passed on to Owner. Security, if required, to be furnished by Owner. No retention on the work to be held Payment shall be made as the work progresses in an amount equal to the value of the work done, less the sum of any previous payments. The entire amount of the contract to be paid within 30 days after completion. Interest will accrue at the rate of 1.5% per month on any unpaid balance remaining at 60 days from invoice date. If proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Unit prices shall prevail, Excludes any item not specifically listed above. Excludes removal of hazardous waters if encountered. Motor oil spots to be scraped or treated but due to the penetration of the oil into the existing asphalt surface the material may not bond to these areas
- **Proposal to include the following:**
 1. Microsurfacing/Slurry Seal to meet VIKING CONSTRUCTION Microsurfacing/Slurry Seal Material and placement Specifications.
 2. Traffic control by work area or road closure and barricading of parking areas by area closure
 3. Unit prices to prevail above the minimum amount quoted. Overruns at the unit prices quoted or by dividing the lump sum by the quantity
 4. Water and stockpile site for slurry seal operations included
 5. Covering of utilities to include metal manhole covers and water valves, owner to locate and mark items to be protected.
 - 6 Viking Construction is not responsible for any sub-base problems or any damage to the asphalt or underground items due to the weight of the machinery required to complete the work
- **Proposal items not included:**
 1. Any item not specially included
 2. Removal or installation of any pavement markings including buttons, markers, reflectors, striping, etc.
 3. Testing if required by owner Public Agency Owner Project Quality Control Program and Quality Assurance Programs
 4. Traffic control plan and traffic control. Plan and traffic control can be obtained for an additional cost
 5. Inspection costs and notifications of agencies or others affected by the work.
 6. Surveying, layout, locating underground access valve covers or manhole covers.
 7. Complete elimination of any drainage problems, cracking or base failures, asphalt repairs, divot patching, concrete work
 8. Removal of vehicles and items from work area.
 9. All sweeping and surface cleaning
 10. Surface preparations prior to microsurfacing/slurry seal

• **Notes in reference to Micro Surfacing/Slurry Seal**

1. The complete elimination of any drainage problems or reflective cracking is not intended or guaranteed.
 2. Power steering turning marks are normal and should not be cause for concern
 3. The new surface to remain tender for a few weeks and during hot temperatures.
 4. Viking Construction is not responsible for damage to finished surface by power steering turning, garbage trucks, landscapers, human, vehicle or animal tracking of the fresh material.
 6. Parking stall oil spots - due to penetration of the vehicle oil into the asphalt, adhesion of the microsurfacing/slurry seal in these areas cannot be guaranteed.
 7. Ravel sweeping and all sweeping and cleaning of the surface are not included
 8. Work area to be accessible to microsurfacing/slurry seal equipment and project to be completed while crew is in the area
 9. Retention not to be held on Viking Construction portion of the work
 10. owner to keep water off of the new microsurfacing/slurry seal surface for 2 hours after setting and dry for traffic
- Viking Construction is a non-union contractor and will complete the work on a non-union basis, with non-union open merit shop employees only. Viking Construction will not sign or become signatory to any union or sign any labor agreements
Viking Construction will not contribute or pay into any organized labor funds

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Viking Construction, LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Brad Pearce (512) 413-0006 brad@vciss.com</p>
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TOWN COUNCIL AGENDA H.15. CONSENT ITEM(S)

DATE: April 8, 2026

FROM: Jeremy Brudwick, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the acceptance of \$500.00 in grant funds from Tangled Bank Studios, a production company in partnership with the Space Science Institute and its Star Library Network (STAR Net), for the purpose of providing two Library programs regarding migratory bird species and behaviors, as well as creating bird-safe environments in the Town.

BACKGROUND: The Town applied for and was awarded a grant in the amount of \$500.00 from Tangled Bank Studios, a production company in partnership with the Space Science Institute and its Star Library Network (STAR Net).

FLIGHT PATH, the first campaign in the Spark of Science initiative, is focused on the science of birds and bird migration. Free films – including two episodes from HHMI Tangled Bank Studios’ award-winning Wild Hope series, activities and educational resources will raise awareness about bird migration and offer suggestions for how communities can observe and protect birds during peak migration periods by doing things such as turning off lights and marking windows to prevent bird strikes. Library activities are designed to invite communities to get to know their local and migratory birds; gain a deeper understanding of how and why birds migrate; explore the science of how birds see and why window collisions happen; and contribute to citizen and community-based science efforts that help bird conservation, research, and identification efforts.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0.00

Proposed Expenditure/(Revenue)
(\$500.00)
\$500.00

Account Number(s):
370-4605
Fund 370

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

ATTACHMENTS:

1. Resolution
2. Flight Path Participation Agreement
3. Spark of Science @ My Library Info
4. Flight Path – STAR Library Network

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM TANGLED BANK STUDIOS FOR THE PURPOSE OF PROVIDING TWO LIBRARY PROGRAMS REGARDING MIGRATORY BIRD SPECIES AND BEHAVIORS, AND CREATING BIRD-SAFE ENVIRONMENTS IN THE TOWN; AUTHORIZING THE LIBRARY DIRECTOR TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") applied for and was awarded a grant in the amount of \$500.00 from Tangled Bank Studios in partnership with the Space Science Institute and its Star Library Network (STAR Net), for the purpose of providing two Library Programs regarding migratory bird species and behaviors, as well as creating bird-safe environments in the Town; and,

WHEREAS, the Town Council finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds to provide these programs.

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

SECTION 1

The Town of Flower Mound approves and accepts the awarded grant amount of \$500.00 from Tangled Bank Studios in partnership with the Space Science Institute and its Star Library Network (STAR Net).

SECTION 2

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

SECTION 3

The grant funds are hereby authorized to be used for program expenses in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall become effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 20th DAY OF APRIL, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

FLIGHT PATH LIBRARY PARTICIPATION AGREEMENT

This Library Participation Agreement (the “Agreement”), effective as of [7/29/2025], 2025 (the “Effective Date”) is entered into by and between Tangled Bank Studios, LLC (“Tangled Bank”) with an address at 4000 Jones Bridge Road, Chevy Chase, MD 20814 and Flower Mound Public Library (“Library”) with an address at
3030 Broadmoor Lane Flower Mound, TX 75022

Background. Tangled Bank, a production company founded by the Howard Hughes Medical Institute (“HHMI”), has partnered with the Space Science Institute and its Star Library Network (“STAR Net”), a hands-on learning network for libraries and their communities across the United States, to develop an initiative called Spark of Science @ My Library (the “Initiative”), which will consist of several educational outreach campaigns. The first such educational outreach campaign (the “Flight Path Campaign”) is inspired by two films about birds from Tangled Bank’s award-winning series “Wild Hope”, one entitled “Wild Hope: Building for Birds” and one entitled “Wild Hope: Puffling Patrol” (the “Films”). Tangled Bank and STAR Net solicited proposals from libraries across the U.S. that were interested in conducting related educational activities, Library was selected as one of these libraries and has agreed to serve as a Library on the terms set forth in this Agreement. The parties hereby agree as follows:

Project Kick-Off Webinars. Tangled Bank and STAR Net will host two webinars for all participating Libraries, scheduled on dates to be determined between July 10 and December 1, 2025. Webinars will outline the scope of materials available for Library use, as well as suggestions and expectations for hosting community events. Webinars will be made available for viewing afterwards, in the case that a Library representative cannot attend.

Book Display. Library will curate and display a collection of books on birds, migration, and local ecology. Library will send Tangled Bank a list of the books that it includes and will provide feedback on the evaluation worksheet about how the book display effected circulation of the selected books.

Educational Materials. Library will utilize Tangled Bank and STAR Net-supplied educational materials at its public events, and make them available to its community. Materials include Bird ID cards (printed copies will be supplied), informal education activity guides and materials to make windows bird safe. Digital copies of the Films also will be made available to the Library upon request.

Community Events. Library will organize, publicize and execute at least two public events during its involvement with the Flight Path Campaign. Events must include at least one local partner. Events could include:

- A bird watching party.
- A bioblitz event that surveys local or migratory birds in a local park, garden, or green space.
- A screening of one or both of the Films (For information or if a physical copy or digital file is required, please contact Tangled Bank).

Event Photos. Library is encouraged to take and post photos of their events to a STAR Net community forum. Library also will provide Tangled Bank and STAR Net with at least 10 photos of its events, cleared for Tangled Bank’s use. Tangled Bank will provide the Library with a template release form to use in connection with the photos, and a link to a DropBox folder to be used for uploading the photos and signed releases.

Promotional Materials. Tangled Bank will provide a digital suite of branded promotional assets that can be used to promote Library’s local events.

Digital Community Group. Library is encouraged to join the STAR Net community forum, moderated by STAR Net, and is committed to share photos and updates on events held to support the initiative.

Evaluation. Library will participate in Tangled Bank and STAR Net’s evaluation by completing and returning the supplied evaluation worksheet no later than 30-days after completion of the final community event.

Payment. Tangled Bank will provide Library with an honorarium in the amount of US \$500 to help cover the costs of the Library’s participation in the education and outreach activities set forth in this Agreement. The honorarium will be paid upon execution of this Agreement and receipt of an invoice. Library must register as a vendor in the Howard Hughes Medical Institute’s online vendor system, Tangled Bank’s parent company, in order for the honorarium payment to be processed.

Miscellaneous. This Agreement shall be governed by the laws of the State of Maryland, without regard to any principle of conflicts of law that would require or permit the application of the substantive law of any other jurisdiction. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both parties. Library may not transfer or assign its rights or obligations under this Agreement without the prior written consent of Tangled Bank.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the Effective Date set forth above.

Tangled Bank Studios, LLC

By: Howard Hughes Medical
Institute, Its Manager

By: *Anna Irwin*

Name: Anna Irwin

Title: Head of Impact, Marketing &
Communications

Library

Signed by:
By: *Rachel Hadidi*
AEBA1A9329B7475...

Name: Rachel Hadidi

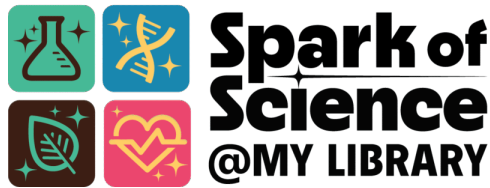
Title: Director of Library Services



Spark of Science@ My Library

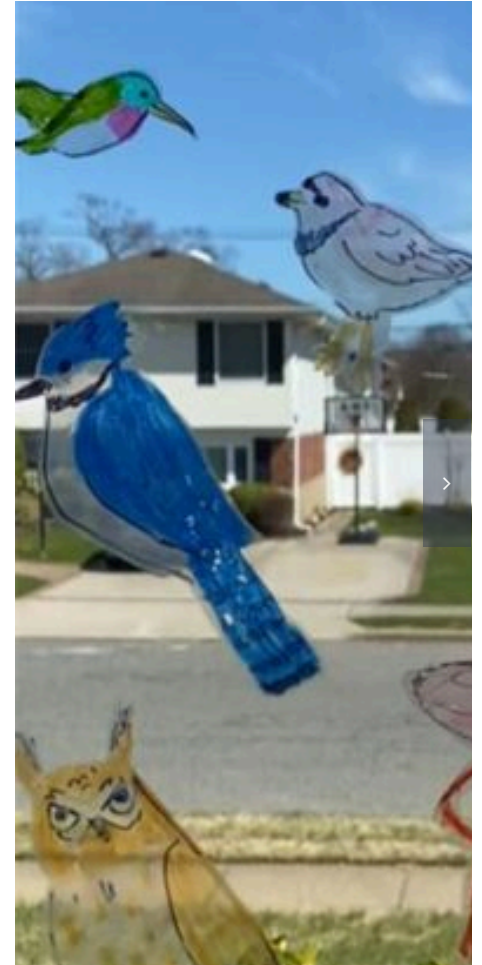
About / Our Projects / Spark of Science@ My Library

A Partnership Between the STAR Library Education Network and HHMI Tangled Banks Studios



Science-focused impact and production company HHMI Tangled Bank Studios and the Space Science Institute’s Star Library Network (STAR Net) have joined forces to launch *Spark of Science@ My Library*, a multi-year initiative that encourages public libraries to use free award-winning documentaries, curated activities, and educational resources to engage their communities in inspiring scientific exploration.

With the goal of sparking curiosity about science and creating a deeper understanding of how science can improve human health and the health of our planet, *Spark of Science@ My Library* will deliver high-quality, fun, and engaging resources through targeted outreach campaigns to public libraries. Campaign themes will showcase the process of science, and focus on life science topics, including public health, biology, and ecology, and the process of science. Themed resources will be available to libraries for free, and give them the flexibility to customize programs and activities for their communities and patrons.



Project Vision

To provide public libraries with high quality, vetted earth and life science content that combines the experience and knowledge of STAR Net and Tangled Banks Studios.

Project Team

- Project Director: Jared Lipworth (HHMI)

- SSI Lead: Anne Holland (SSI)
- Taryn White (HHMI)
- Claire-Ratcliffe Adams (SSI)
- Amy Briones (SSI)
- Alex Duckles (HHMI)
- Brooks Mitchell (SSI)
- Anna Irwin (HHMI)
- Rachel Fritts (HHMI)
- Emiley Garcia-Lynch (HHMI)

Spark of Science@ My Library Resources



FLIGHT PATH focuses on the science of birds, migration, and how your community can protect local bird populations from bird strikes

[Click here to learn more](#)



SCIENCE ACROSS AMERICA invites libraries to highlight local scientific achievements, engage communities in focused dialogues, and host activities that showcase science’s past, present, and future.

[Click here to learn more](#)



Press Release

Full STAR Net and Tangled Banks Studios Partnership Press Release



New Project Coming Soon!



Spark of Science@ My Library is funded through the Tangled Banks Studios at Howard Hughes Medical Institute. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the Spark of Science project and do not necessarily reflect the views of Howard Hughes Medical Institute.

Join Over 8,000 Library Professionals

Become Part of the *STAR Net* Community of Practice!

JOIN COMMUNITY

STAR LIBRARY NETWORK

- Office Location
4765 Walnut Street, #B
Boulder, CO 80301
- 720.974.5888
- aholland@spacescience.org
- Monday - Friday: 8:00 AM - 5:00 PM

MAIN SECTIONS

- Activities
- STEM Events
- Resources

Development

Make Your Case

ABOUT

Overview

Our Team

Our Projects

Newsletters

Contact Us

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COMMUNITY



Flight Path

About / Our Projects / Spark of Science@ My Library / Flight Path



FLIGHT PATH, the first campaign in the initiative, is focused on the science of birds and bird migration. Free films – including two episodes from HHMI Tangled Bank Studios’ award-winning [Wild Hope series](#), activities and educational resources will raise awareness about bird migration and offer suggestions for how communities can observe and protect birds during peak migration periods by doing things like, such as turning off lights and marking windows to prevent bird strikes. Library activities are designed to invite communities to get to know their local and migratory birds; gain a deeper understanding of how and why birds migrate; explore the science of how birds see and why window collisions happen; and contribute to citizen and community-based science efforts that help bird conservation, research, and identification efforts.





Application to Participate

Click to view the application and related materials

APPLICATION



Flight Path Clearinghouse Activities

BROWSE ACTIVITIES



Flight Path Resources

A continuously updated blog post with everything you need to know about the Flight Path project!

RESOURCES







Spark of Science@ My Library is funded through the Tangled Banks Studios at Howard Hughes Medical Institute. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the Spark of Science project and do not necessarily reflect the views of Howard Hughes Medical Institute.

Join Over 8,000 Library Professionals

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TOWN COUNCIL AGENDA H.16. CONSENT ITEM(S)

DATE: April 8, 2026

FROM: Jeremy Brudwick, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the acceptance of \$2,300.00 in grant funds from the Texas Commission on the Arts (TCA), which will be used to pay a portion of the performance costs for the Town's annual Arts Festival.

BACKGROUND: The Town applied for and was awarded two grants in the total amount of \$2,300.00 from the Texas Commission on the Arts (TCA) as part of its Performance Support Grant Program. If approved, the grant will be used to cover part of the performance costs for the Town's annual Arts Festival. For administrative purposes, the Director of Parks & Recreation has been designated as the Authorized Official, because this official shall DocuSign a list of assurances as a requirement for accepting the grant. This is not a reimbursement grant, so the Town receives a check from TCA for \$2,300.00. All funds must be spent, and a final report submitted, within thirty (30) days of the performance.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0.00

Proposed Expenditure/(Revenue)

(\$2,300.00)

\$2,300.00

Account Number(s):

370-4605

Grant Fund

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

ATTACHMENTS:

1. Resolution
2. Texas Commission on the Arts - Grant Award - Brave Combo
3. Texas Commission on the Arts - Grant Award - The Western Flyers

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

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

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

WHEREAS, the Town of Flower Mound (the "Town") applied for and was awarded two grants in the total amount of \$2,300.00 from the Texas Commission on the Arts as part of its Performance Support Grant Program, for the purpose of paying a portion of the performance costs for the Town's annual Arts Festival; and,

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

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

SECTION 1

The Town of Flower Mound approves and accepts the awarded grant amount of \$2,300.00 from the Texas Commission on the Arts as part of its Performance Support Grant Program.

SECTION 2

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

SECTION 3

The grant funds are hereby authorized to be used in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall become effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 6th DAY OF APRIL, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

GRANT

Performance Support

Arts Festival at Heritage Park

Performer: Brave Combo

Application ID: 77769657

Town of Flower Mound/Parks and Recreation Dept.

Award: \$1,400.00

Entity Type: Government Agency or Department

Fiscal Year 2026

Period of Support: 05/09/2026 - 05/09/2026

Payment Request:

Final Report Due: 07/31/2026

Status: Active Grant

Application Status

Active Grant

▼ Table of Contents

- Panel Comments & Results
- Organization Information
- Full Application
- Project Information
- Audience Information
- Activity Information
- Financial Information
- Documents

▼ Panel Comments & Results

TCA Recommended Award: \$1,400.00

▼ Organization Information

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

Primary Contact : Tish Carter

Authorizing Official: Chuck Jennings

Chair/President: Chuck Jennings

Executive Director: Chuck Jennings

Street Address: 201 Spinks Road

Street Address 2:

City: Flower Mound

State: Texas

Postal Code: 75028

Email Address:

Website: <https://www.flowermound.gov/1821/Cultural-Arts>

Phone: 972-874-6327

Mission Statement:

The Cultural Arts Division, housed within Flower Mound’s Parks and Recreation Department, is dedicated to fostering a vibrant and welcoming cultural arts environment that celebrates creativity and strengthens community connections. Guided by the 2018 Cultural Arts Master Plan, the Town supports a wide range of artistic opportunities that inspire, engage, and enrich the lives of residents and visitors. By promoting cultural arts activities created by and for the community, Flower Mound highlights local and Texas-based artists while supporting meaningful artistic expression across the community, transforming the Town’s cultural landscape into a dynamic, multifaceted arts hub where residents can actively participate in, enjoy, and contribute to meaningful creative experiences.

▼ Full Application

Application Title: Arts Festival at Heritage Park

Project Summary:

Since 2021, the Heritage Park Arts Festival has become a cornerstone of Flower Mound’s cultural identity, celebrating local and visiting artists while fostering community connection. The 6th Annual Arts Festival on Saturday, May 9, 2026, will feature visual arts, live music, dance, theater, interactive projects, and local food vendors, offering a fresh and engaging experience for all ages. Beyond showcasing talent, the festival creates an inclusive space for creative expression, cultural exploration, and arts education. Supported by parks staff, artists, volunteers, and sponsors, the festival continues to grow, drawing larger audiences and strengthening the town’s cultural fabric. In recognition of its impact, the festival received the 2025 Arts and Humanities Programming Achievement Award from the Texas Recreation and Park Society (TRAPS).

▼ Project Information

Start typing the name of the artist or group below.

Name of Artist or Performing Group: Brave Combo

Performance Dates - Begin: 5/9/2026

Performance Dates - End: 5/9/2026

Primary Texas city where this activity will occur: Flower Mound

How many artists are being paid (per your contract)? 5

Additional information about the performance(s) - optional

We are pleased to request funding to feature Brave Combo at our upcoming Arts Festival at Heritage Park. Founded in 1979 in Denton, Texas, this Grammy-winning ensemble is celebrated for its vibrant fusion of polka, jazz, rock, blues, and global influences. Their high-energy performances and genre-blending artistry make them an outstanding fit for our event.

Brave Combo’s distinctive sound attracts a broad audience—engaging longtime polka fans as well as those who appreciate innovative, cross-genre music. With decades of experience performing at major festivals across the country, they consistently deliver memorable, crowd-pleasing shows that resonate with all ages.

Bringing Brave Combo to our festival will elevate the cultural depth of our programming, draw a diverse audience, and create an energetic atmosphere that enhances the overall attendee experience.

We respectfully request funding to secure this exceptional band and ensure their contribution to a dynamic and successful Arts Festival.

▼ Audience Information

How many adults (over age 18) will be engaged in "in person" arts experiences?

Adults: 1,250

How many children/youth (0-18 years) will be engaged in "in person" arts experiences?

Children/Youth: 1,000

Total Audience: 2,250

Please indicate if this proposal serves cultural tourism. No

Arts Education is an organized and systematic educational effort with the primary goal of increasing a learner's knowledge of and/or skills in the arts with measurable outcomes. Choose one that describes the project activities for which support is requested.

Arts Education: 50% or more of this project's activities are arts education directed to: K-12 students

For the next set of questions, select all categories that, by your best estimate, make up 25% or more of the population served directly by this performance.

Population Served by Race/Ethnicity: (N) American Indian/Alaskan Native, (A) Asian, (B) Black/African American, (H) Hispanic/Latino, (P) Native Hawaiian/Pacific Islander, (W) White

Population Served by Age: (01) Children/Youth (0-18 years), (02) Young Adults (19-24 years), (03) Adults (25-64 years), (04) Older Adults (65+ years)

Distinct Groups Served: (I) Individuals in Institutions (hospitals, correctional facilities, shelters, etc.), (M) Military Veterans/Active Duty Personnel

Please click the SAVE button below before entering a venue.

▼ Activity Information

Click on the PLUS SIGN to add a new venue. Please include all venues where funded performances and activities will occur.

Number of Venues (calculated): 1

Venue

- The Arts Festival at Heritage Park Edit
600 Spinks Road
Flower Mound, Texas 75028
Days at Venue: 1

▼ Financial Information

TCA Maximum Request: \$1,400.00

Artist's Fee: \$3,500.00

Step 1: Enter Artist's Fee and SAVE

TCA recommends that you include the artist's or company's expenses for travel, lodging and per diem in the overall contract for services.

Your maximum TCA request will be calculated when you click the "SAVE" button and will be based on your total Artist's Fee.

TCA Request: \$1,400.00

Step 2: Click EDIT in the top right corner of the screen and copy over the TCA Maximum Request displayed into the TCA Request box.

\$1,400.00

Additional Information:

I certify that the information included here is true and correct and that I am authorized to submit grants on behalf of this organization. Yes

▼ Documents

Required documents for submission of application:



- Copy of Contract with Artist
- Assurances (your Authorized Official will be sent the Assurances via DocuSign after the Commission approves this proposal)

Click on the PLUS SIGN to add a file to upload. Use the DROP-DOWN LIST to indicate the type of each attachment. Click on START UPLOAD.

Please Note: If you click on the document name the file will download to your local instance. Hover over the document and click the magnifying glass on the right to preview the document before downloading.

LEGISLATIVE THANK YOU LETTERS

APPLICATION ATTACHMENTS

 Assurances.docx 

Assurances

Added at 2:02 PM on March 5, 2026

Sent to: chuck.jennings@flowermound.gov [Needs to Sign] on March 5, 2026 ,
kenneth@arts.texas.gov [Receives a copy] on March 5, 2026 , anina@arts.texas.gov [Receives a
copy] on March 5, 2026



Artist Engagement Agreement Brave Combo 2026_Redacted.pdf



Copy of Contract with Artist

Added by Tish Carter at 3:17 PM on January 30, 2026

ORGANIZATION DOCUMENTS

GRANT

Performance Support

The Arts Festival at Heritage Park
Performer: The Western Flyers

Application ID: 77769654

Town of Flower Mound/Parks and Recreation Dept.

Award: \$900.00

Entity Type: Government Agency or Department

Fiscal Year 2026

Period of Support: 05/09/2026 - 05/09/2026

Payment Request:

Final Report Due: 07/31/2026

Status: Active Grant

Application Status

Active Grant

▼ Table of Contents

- Panel Comments & Results
- Organization Information
- Full Application
- Project Information
- Audience Information
- Activity Information
- Financial Information
- Documents

▼ Panel Comments & Results

TCA Recommended Award: \$900.00

▼ Organization Information

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

Primary Contact : Tish Carter

Authorizing Official: Chuck Jennings

Chair/President: Chuck Jennings

Executive Director: Chuck Jennings

Street Address: 201 Spinks Road

Street Address 2:

City: Flower Mound

State: Texas

Postal Code: 75028

Email Address:

Website: <https://www.flowermound.gov/1821/Cultural-Arts>

Phone: 972-874-6327

Mission Statement:

The Cultural Arts Division, housed within Flower Mound’s Parks and Recreation Department, is dedicated to fostering a vibrant and welcoming cultural arts environment that celebrates creativity and strengthens community connections. Guided by the 2018 Cultural Arts Master Plan, the Town supports a wide range of artistic opportunities that inspire, engage, and enrich the lives of residents and visitors. By promoting cultural arts activities created by and for the community, Flower Mound highlights local and Texas-based artists while supporting meaningful artistic expression across the community, transforming the Town’s cultural landscape into a dynamic, multifaceted arts hub where residents can actively participate in, enjoy, and contribute to meaningful creative experiences.

▼ Full Application

Application Title: The Arts Festival at Heritage Park

Project Summary:

Since 2021, the Heritage Park Arts Festival has become a cornerstone of Flower Mound’s cultural identity, celebrating local and visiting artists while fostering community connection. The 6th Annual Arts Festival on Saturday, May 9, 2026, will feature visual arts, live music, dance, theater, interactive projects, and local food vendors, offering a fresh and engaging experience for all ages. Beyond showcasing talent, the festival creates an inclusive space for creative expression, cultural exploration, and arts education. Supported by parks staff, artists, volunteers, and sponsors, the festival continues to grow, drawing larger audiences and strengthening the town’s cultural fabric. In recognition of its impact, the festival received the 2025 Arts and Humanities Programming Achievement Award from the Texas Recreation and Park Society (TRAPS).

▼ Project Information

Start typing the name of the artist or group below.

Name of Artist or Performing Group: The Western Flyers

Performance Dates - Begin: 5/9/2026

Performance Dates - End: 5/9/2026

Primary Texas city where this activity will occur: Flower Mound

How many artists are being paid (per your contract)? 3

Additional information about the performance(s) - optional

The Western Flyers would be an outstanding addition to our Arts Festival at Heritage Park this May. Known as “The Biggest Little Band in the Land,” this premier western swing trio delivers world-class musicianship and an unmistakably Texas sound that engages audiences of all ages.

As U.S. State Department Cultural Exchange Alumni—with performances at the World’s Fair in Dubai, the Library of Congress, Costa Rica, Australia, and Russia—they bring a level of excellence that will elevate our event. Their blend of western swing, vintage country, and high-energy fiddle tunes is a perfect match for our community festival.

Recognized as the 2019 Ameripolitan Western Swing Group of the Year, the Western Flyers represent the kind of high-caliber, crowd-pleasing talent that will enhance the celebratory spirit of our Arts Festival.

▼ Audience Information

How many adults (over age 18) will be engaged in "in person" arts experiences?

Adults: 1,250

How many children/youth (0-18 years) will be engaged in "in person" arts experiences?

Children/Youth: 1,000

Total Audience: 2,250

Please indicate if this proposal serves cultural tourism. No

Arts Education is an organized and systematic educational effort with the primary goal of increasing a learner's knowledge of and/or skills in the arts with measurable outcomes. Choose one that describes the project activities for which support is requested.

Arts Education: 50% or more of this project's activities are arts education directed to: K-12 students

For the next set of questions, select all categories that, by your best estimate, make up 25% or more of the population served directly by this performance.

Population Served by Race/Ethnicity: (N) American Indian/Alaskan Native, (A) Asian, (B) Black/African American, (H) Hispanic/Latino, (P) Native Hawaiian/Pacific Islander, (W) White

Population Served by Age: (01) Children/Youth (0-18 years), (02) Young Adults (19-24 years), (03) Adults (25-64 years), (04) Older Adults (65+ years)

Distinct Groups Served: (D) Individuals with Disabilities, (M) Military Veterans/Active Duty Personnel

Please click the SAVE button below before entering a venue.

▼ Activity Information

Click on the PLUS SIGN to add a new venue. Please include all venues where funded performances and activities will occur.

Number of Venues (calculated): 1

Venue

- Arts Festival at Heritage Park Edit
600 Spinks Road
Flower Mound, Texas 75028
Days at Venue: 1

▼ Financial Information

TCA Maximum Request: \$900.00

Artist's Fee: \$1,800.00

Step 1: Enter Artist's Fee and SAVE

TCA recommends that you include the artist's or company's expenses for travel, lodging and per diem in the overall contract for services.

Your maximum TCA request will be calculated when you click the "SAVE" button and will be based on your total Artist's Fee.

TCA Request: \$900.00

Step 2: Click EDIT in the top right corner of the screen and copy over the TCA Maximum Request displayed into the TCA Request box.

\$900.00

Additional Information:

I certify that the information included here is true and correct and that I am authorized to submit grants on behalf of this organization. Yes

▼ Documents

Required documents for submission of application:



- Copy of Contract with Artist
- Assurances (your Authorized Official will be sent the Assurances via DocuSign after the Commission approves this proposal)

Click on the PLUS SIGN to add a file to upload. Use the DROP-DOWN LIST to indicate the type of each attachment. Click on START UPLOAD.

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LEGISLATIVE THANK YOU LETTERS

APPLICATION ATTACHMENTS

 Assurances.docx 

Assurances
 Added at 2:00 PM on March 5, 2026
 Sent to: chuck.jennings@flowermound.gov [Needs to Sign] on March 5, 2026 ,

kenneth@arts.texa [Receives a copy] on March 5, 2026 , anina@arts.texa [Receives a copy] on March 5, 2026



Artist Engagement Agreement The Western Flyer 2026_Redacted.pdf



Copy of Contract with Artist

Added by Tish Carter at 3:12 PM on January 30, 2026

ORGANIZATION DOCUMENTS



TOWN COUNCIL AGENDA H.17. CONSENT ITEM(S)

DATE: April 8, 2026

FROM: Blake Manuel, Management Analyst

ITEM: **Consider approval of an ordinance amending Article V, Dangerous Animals, of Chapter 6, Animals, of the Town of Flower Mound's Code of Ordinances, relating to the Dangerous Dog Ordinance.**

BACKGROUND: The Town Council previously directed staff to review the Town's dangerous dog and dangerous animal procedures to ensure they remain fair, accurate, and consistent with state law. As part of this review, staff identified two updates that would strengthen the ordinance: adding a provision prohibiting the knowing filing of false incident reports to protect the integrity of the reporting process, and requiring a finding of probable cause before the municipal court may issue a seizure warrant to reinforce due-process protections. These amendments improve transparency, provide clearer investigative standards, and support the Town's ongoing commitment to protecting public health, safety, and welfare.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Bradley Anderle, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the (contract, agreement, ordinance, resolution, etc.) as to form and legality.

ATTACHMENTS:

1. Proposed Amendment to the Dangerous Dog Code

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING DIVISION 1, "DANGEROUS DOGS AND DANGEROUS ANIMALS," OF ARTICLE V, "DANGEROUS ANIMALS," OF CHAPTER 6, "ANIMALS," OF SUBPART A, "GENERAL ORDINANCES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SECTION 6-161 TO ADD A PROVISION PROHIBITING THE KNOWING FILING OF FALSE INCIDENT REPORTS; AND BY AMENDING SECTION 6-162 TO REQUIRE A FINDING OF PROBABLE CAUSE BEFORE ISSUANCE OF A SEIZURE WARRANT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), is a home rule municipality acting under its Charter adopted 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 (the "Town Council") finds that it is necessary to amend its dangerous dog and dangerous animal procedures to ensure that all seizure actions occur only upon a finding of probable cause that the animal is dangerous; and

WHEREAS, the Town Council finds that it is necessary to add a provision prohibiting the known filing of false incident reports to ensure the integrity of the reporting process; and

WHEREAS, the Town Council finds and determines that these amendments are necessary to protect the public health, safety, and welfare;

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

SECTION 1.

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

SECTION 2.

Section 6-161 and Section 6-162 in Division 1, "Dangerous Dogs and Dangerous Animals," of Article V, Dangerous Animals," of Chapter 6, "Animals," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

"Sec. 6-161. – Filing of incident report.

(a) Any person may report an incident involving an animal that is believed to be a dangerous dog or dangerous animal to the municipal court. The report must be in writing and made under oath, and the report must include the following:

1. Name, address, and telephone number of complainant and other witnesses;
2. Date, time, and location of the incident forming the basis of the report;
3. Description of the animal(s) involved in the incident;
4. Name, address, and telephone number of the animal owner, if known;
5. A statement of facts upon which such report or application is based;
6. A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
7. Any other relevant facts or circumstances; and
8. A Texas state notary stamp and signature.

(b) Upon receipt of a report filed under this section, the municipal court shall forward the report to the animal control authority for investigation. The animal control authority, upon receipt of a report filed under this section, shall investigate the report and may issue sworn reports based on the animal control authority's investigation or observation. The animal control authority shall file any sworn reports and any other information obtained through the investigation with the municipal court.

(c) The town hereby elects, for purposes of ensuring compliance with the requirements of state law, to be governed by V.T.C.A., Health and Safety Code § 822.0422, subject to the more stringent provisions of this division.

(d) It shall be unlawful for any person to knowingly file or sign an incident report under this section that contains false information. An offense for violation of this section shall be punishable by a fine in accordance with Sec. 1-13 of the Code of Ordinances

(e) The municipal court may dismiss any complaint or incident report filed under this section that fails to comply with the requirements of subsection (a) or that is determined to contain false or misleading information under subsection (d).

Sec. 6-162. – Determination that animal is dangerous.

(a) Upon the filing of an incident report under section 6-161, the municipal court shall send notice of the filing of the report to the owner of the animal that is the subject of the report.

(b) Upon the filing of an incident report under section 6-161 and a finding of probable cause to believe that the animal is a dangerous dog or dangerous animal, the municipal court shall issue a warrant authorizing the seizure of the animal. The animal control authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions. The animal control authority shall provide a copy of the incident report filed with the municipal court to the owner at the time the animal is seized under this section. After a hearing under section 6-166, the owner may be ordered to pay any cost or fee assessed by the town related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the town may prescribe the amount of the fees. The animal shall remain impounded pending an order of disposition from the municipal court.

(c) The municipal court shall determine, after notice and a hearing as provided in section 6-166, whether the animal is a dangerous dog or dangerous animal.

(d) If the municipal court determines that the animal is a dangerous dog or dangerous animal, the municipal court shall order that the owner comply with the requirements of section 6-164. The municipal court shall order that the owner of the animal comply with subsections (a)(1)—(9) of section 6-164 within 30 days of the date of the order and that the animal control authority shall continue to impound the animal in secure and humane conditions until the owner complies with subsections (a)(1)—(9) of section 6-164, at which time the animal shall be released to the owner. The municipal court shall further order that the owner shall comply with subsections (a)(10)—(11) of section 6-164 and any other applicable regulations, requirements, and restrictions on dangerous dogs or dangerous animals within 30 days of release of the animal to the owner. The municipal court may also order the owner of the dangerous dog or dangerous animal to pay all costs or fees assessed by the town related to the seizure, acceptance, impoundment, and destruction of the dangerous dog or dangerous animal. If the owner does not provide proof of compliance with subsections (a)(1)—(9) of section 6-164, the animal shall remain impounded until the municipal court orders disposition of the animal under section 6-165 and the animal is returned to the owner or destroyed.

(e) If the municipal court finds that the animal is not a dangerous dog or dangerous animal, the municipal court shall order that the animal control authority immediately release the animal to the owner, and the owner shall not be responsible for the costs of seizure or impoundment.”

SECTION 3.

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

SECTION 4.

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

SECTION 5.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine in accordance with Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation exists or continues shall constitute a separate offense and shall be punishable as such.

SECTION 6.

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances or any ordinances governing the matters addressed herein that have accrued at the time of the effective date of this Ordinance. As to such accrued violations and all pending litigation, whether civil or criminal, both under such ordinances, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

This Ordinance shall take effect and be in full force from and after its passage, 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 ____ DAY OF _____, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA H.18. CONSENT ITEM(S)

DATE: April 8, 2026

FROM: Leandro Rodriguez, CIP Manager

ITEM: Consider approval of the Semi-Annual Impact Fee Report as of September 30, 2025.

BACKGROUND: The Semi-Annual Impact Fee report is provided to the Capital Improvements Advisory Committee (CIAC) twice annually for the periods of October to March and April to September.

On March 9, 2026, the Semi Annual Impact Fee report was shared and unanimously approved by the CIAC. The report includes total revenue and expenses collected and paid since the Town adopted its first impact fee ordinance on June 18, 1990, through September 30, 2025. Also included in the report are the revenues and expenses collected for the six-month period from April 1, 2025, through September 30, 2025. Roadway impact fees are reported by area, wastewater impact fees are reported by district, and water impact fees are reported on a Town-wide basis.

BOARD REVIEW/CITIZEN FEEDBACK: The capital improvements advisory committee (CIAC) voted to unanimously approve the semi-annual impact fee report for the period of April 1, 2025 to September 30, 2025 during the March 9, 2026 CIAC meeting.

ALTERNATIVES:

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue)

Account Number(s):

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Impact Fee Report 9.30.25

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

Impact Fees as of 9/30/2025

Roadway

Service Area	Total Revenue	Period Revenue*	Total Expenses	Period Expenses*
A	\$29,914,179	\$259,877	\$19,879,358	\$80,518
B	\$4,934,804	\$282,605	\$1,117,386	\$16,405
C	\$2,023,576	\$75,478	\$1,448,724	\$471,335
Total	\$36,872,558	\$617,961	\$22,445,468	\$568,258

Water

	Total Revenue	Period Revenue*	Total Expenses	Period Expenses*
Total	\$41,501,415	\$725,558	\$29,232,296	\$1,390,925

Wastewater

Service Area	Total Revenue	Period Revenue*	Total Expenses	Period Expenses*
Town Wide	\$18,019,110	\$0	\$18,019,110	\$0
Long Prairie	\$23,231,105	\$290,620	\$18,051,178	\$754,316
Denton Creek	\$2,736,788	\$7,774	\$2,413,989	\$0
Prairie Vista	\$1,320,294	\$488	\$1,300,000	\$0
Lakeside	\$3,735,853	\$97,301	\$485,572	\$73,725
Total	\$49,043,150	\$396,184	\$40,269,849	\$828,041

*Period is 4/1/2025 – 9/30/2025



TOWN COUNCIL AGENDA H.19. CONSENT ITEM(S)

DATE: April 8, 2026

FROM: Robert Pegg, Town Engineer

ITEM: Consider approval of a First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for design phase services associated with the Denton Creek Reuse project, in the amount of \$74,600.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: On November 3, 2025, the Town entered into a Professional Services Agreement with Kimley-Horn and Associates, Inc. for design phase services associated with the Denton Creek Reuse project. The project consists of designing the Denton Creek Reuse Pump Station, a Ground Storage Tank and the first phase of the reuse water distribution system.

Following the approval of the initial PSA, Town staff identified a 2,400 foot long section of the distribution system, between Canyon Falls Drive and Dolan Falls Drive, along Denton Creek Blvd. that had been inadvertently left out of the initial design and that created a gap in the Phase 1 distribution system. This amendment to the PSA provides for the design of the missing section.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$74,600.00

Proposed Expenditure/(Revenue)
\$74,600.00

Account Number(s):
601-900-98842-6070

LEGAL REVIEW: The Town's standard professional service 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. Amendment 1 to PSA

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, INC.**

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into on this 6th day of April, 2026, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “Town”), acting by and through its Mayor, and **KIMLEY-HORN and ASSOCIATES, INC.**, (“hereinafter referred to as “Consultant”) regarding the following project:

DENTON CREEK REUSE PHASE I

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Denton Creek Reuse Phase I project (“Services”) on or about the 7th day of November, 2026 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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

**A.
Recitals Incorporated**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this First Amendment, and made a part hereof by reference just as though they are set out in their entirety.

**B.
Amendment of Paragraph No. II**

From and after the approval of this First Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-1” entitled “Scope of

Services”, as are necessary to complete the Denton Creek Reuse Phase I (hereafter referred to collectively as the “Project”). Attachment “A-1” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A-1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this First Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed One Million Five Hundred Twenty-Seven Thousand One Hundred Dollars and 00/100 (\$1,527,100) as specified in Attachment “B-1”.”

D.

Revisions of the Scope of Services

From and after the approval of this First Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-1” to the Contract. In case of conflict in the language of Attachment “A-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this First Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-1” to the Contract. In case of conflict in the language of Attachment “B-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

[Signature Page to Follow]

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

**CONSULTANT:
KIMLEY-HORN AND
ASSOCIATES, INC.**

THE TOWN OF FLOWER MOUND, TEXAS

By: 

By: _____

Name: Anthony Samarripas

Name: _____

Title: Vice President

Title: _____

Dated: 03-16-2026

Dated: _____

ATTACHMENT A-1

SCOPE OF SERVICES

PROJECT NAME: Denton Creek Reuse (DCR) Pump Station and Ground Storage Tank – Phase 1; Denton Creek Reuse Water Line – Phase 1; Cowboy Lane Potable Water Line; and West Side 12” Water Line (South)

PROJECT UNDERSTANDING

This project consists of performing final design for Phase 1 of the Denton Creek Reuse (DCR) Pump Station and Ground Storage Tank (GST). The pump station will be located off Dunham Road, south of FM 1171 and east of Highway 377. More specifically, Phase 1 of the pump station will consist of the following:

- CMU pump station building with architectural finish.
- Two (2) 2,250 gallons per minute (gpm), 200 horsepower (hp) vertical turbine pumps.
- Two (2) 1,000 gpm, 100 hp vertical turbine pumps.
- One (1) 3.5 million gallon (MG) GST
- One (1) 30,000 gallon hydropneumatic tank with CMU enclosure with architectural finish
- TRA meter station
- 1,000 kW generator
- Site improvements

This project also consists of final design of the Phase 1 reuse water line, a potable water line to serve the pump station site, and an additional reuse water line along Denton Creek Boulevard to fill in a gap in the existing reuse water system . The Phase 1 reuse water line is anticipated to extend from the reuse pump station to the intersection of Panorama Trail and FM 1171. A stubout across FM 1171 to serve the Furst Ranch development will also be provided. The additional reuse water line will be located along Denton Creek Boulevard, from Canyon Falls Drive to Dolan Falls Drive. The potable water line design consists of the Cowboy Lane Water Line and a portion of the West Side Water Lines (South) per the Town’s Water Master Plan. The potable water line is anticipated to parallel the reuse water line along Dunham Road, from FM 1171 to the reuse pump station. More specifically, the design will consist of the following:

- ~8,000 linear feet (LF) 24” reuse water line
- ~4,600 LF 20” reuse water line
- ~2,500 LF of 12” reuse water line
- ~7,000 LF 12” potable water line
- Bore/Tunnel at FM 1171, Hwy 377, and Union Pacific Railroad (UPRR)
- Cathodic protection design

The pump station design will be consistent with the recommendations of the Denton Creek Reuse Pump Station and Phase 1 Transmission Line Preliminary Design Report. It is assumed that the pump station and water lines will be designed and bid as separate construction packages.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS AND MEETINGS

A. Design Tasks

1. Record Research: Work with Town staff to obtain all available record drawings for existing utilities within project limits. Coordinate with franchise utilities to obtain record drawings.
2. Prepare for and attend meetings. Following the meeting, prepare meeting minutes. The following meetings are anticipated:
 - a. Internal kick-off meeting.
 - b. External kick-off meeting.
 - c. Up to three (3) miscellaneous Operations meeting (virtual).
 - d. 60% Review Meeting (Pump station)
 - e. 60% Review Meeting (Water line)
 - f. 90% Review Meeting (Pump station)
 - g. 90% Review Meeting (Water line)
3. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, prepare project deliverables, and coordinate with subconsultants.

B. Deliverables

1. PDF copy of meeting minutes.

C. Services Provided by the Town

1. Attend meetings and provide feedback on meeting minutes when required.

D. Assumptions/Exclusions

1. All meetings are anticipated to be in person unless otherwise noted.
2. Town Council meetings or Planning and Zoning (P&Z) Commission meetings are not included in this task

TASK 2: STAKEHOLDER COORDINATION AND TOWN PERMITTING

Throughout the project, it is assumed the Consultant will be required to update and meet with various stakeholders regarding the project. Stakeholders consist of Trinity River Authority (TRA), Furst Ranch, Oncor, UPRR, and TxDOT.

A. Design

1. TRA – Coordinate reuse water delivery and metering requirements. Submit select 60% and 90% plans to TRA for review and comments. Attend up to three (3) meetings to discuss the project.
2. Furst Ranch - Discuss future development plans and coordinate final location of reuse and potable water lines. Up to two (2) virtual meetings are assumed.
3. Oncor - Coordinate throughout the design phase of the project. Prepare encroachment request and necessary documents for submittal. An assumed application fee of \$500 will be paid as part of this task. Attend one (1) virtual coordination meeting.
4. UPRR - Coordinate throughout the design phase of the project. Prepare encroachment request and necessary documents for submittal. An assumed application fee of \$2,000 will be paid as part of this task. Attend up to two (2) coordination meetings.

5. TxDOT - Coordinate regarding installation of reuse water line at Hwy 377 and FM 1171. Attend up to two (2) coordination meetings. Prepare and submit (2) UIR permits for construction.
- B. Attend meetings and prepare submittals that are required as part of the Town's development review process. It is assumed that the development review process will consist of the following:
1. Attend DRC Pre-Application Meeting
 2. Prepare Site Plan Submittal
 3. Prepare for and present at one (1) P&Z Commission meeting
- C. Deliverables
1. Meeting minutes (pdf).
 2. Site Plan submittal (pdf)
- D. Exclusions/Assumptions
1. It is assumed that coordinating with any private property owners other than Furst Ranch will be performed by Town staff.
 2. Presenting at or attending Town Council meetings.
 3. Tree survey will not be required as part of the Site Plan Submittal.

TASK 3: FIELD SURVEY AND BASE MAPPING

Detailed topographic survey will be provided for the 6.25 acre pump station site and water lines. For the water lines, detailed topographic survey will be provided along a 100-foot strip.

- A. Design Tasks
1. Prior to surveying on any private property, Consultant shall send letters to property owners notifying them of the survey party's intent to survey on private property. Permission to survey on private property shall be obtained from the property owners before surveying commences.
 2. Establish control using Town primary control and benchmarks. A minimum of three (3) permanent control points will be set for the Project and will define the X, Y and Z coordinates for the Project. The permanent control points shall be set outside the limits of construction (if possible). Where feasible, permanent control points will be set in concrete. Intermediate control points shall be 5/8" iron rods set with a plastic cap and will be set along the survey route.
 3. Determine legal boundaries of existing right-of-way, property lines, and adjacent easements. Town shall furnish Consultant with all recorded plats, right-of-way and easement documents to the extent possible.
 4. Collect spot elevations to facilitate the generation of one-foot (1') contours.
 5. Horizontal and vertical location of above ground visible surface features within the project limits that consists of existing paving, driveways, curbs, sidewalks, buildings, mailboxes, bridges, culverts, retaining walls, headwalls, fence lines, existing above ground visible franchise and public utilities and appurtenances such as water valves, fire hydrants, manholes, vaults, transformers, boxes.
 6. Consultant will request OneCall/Texas 811 to mark existing underground utilities in the field and locate visible markings found at the time of survey.
 7. Consultant will locate flowlines of wastewater and storm sewer manholes and inlets within project scope.
 8. Walk the survey and review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the

field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties.

9. Incorporate underground franchise utilities, water, wastewater, and storm lines based on available record drawings.
- B. Deliverables
1. Topographic/design survey drawings in AutoCAD format
- C. Exclusions/Assumptions
1. Trees within the pump station site and along the water line alignment will be located using a handheld GPS unit as described in Task 8. Survey grade accuracy of tree locations will not be provided.
 2. The potable and reuse water lines are anticipated to parallel one another. Survey scope assumes that both water lines will be designed within the same survey corridor. If final design requires the lines to diverge from one another, Additional Services may be required to perform additional survey.

TASK 4: PUMP STATION AND GST DESIGN

This task consists of 60%, 90% and 100% design for the pump station and GST.

TASK 4A: 60% PUMP STATION AND GST DESIGN

- A. Design Tasks
1. Develop design documents based on the recommendations from the Preliminary Design Report.
 2. Provide up to three (3) architectural vignettes for the pump station and hydropneumatic tank structures to the Town to receive feedback on preferred façade.
 3. Design architectural elements for the pump station and hydropneumatic tank building, adhering to applicable codes and standards.
 4. Evaluate disinfectant boosting systems. It is assumed that a packaged boosting system that works in conjunction with a tank mixer will be provided.
 5. Prepare 60% design construction drawings consisting of the following:
 - a. Cover sheet.
 - b. General project notes, symbols and legends
 - c. Paving and dimensional control plan
 - d. Yard piping plan
 - e. Demolition and tree removal plan
 - f. Grading plan
 - g. Mechanical plan
 - h. Mechanical sections (3 sheets)
 - i. Hydropneumatic tank details
 - j. Ground storage tank (GST) plan and sections
 - k. GST details
 - l. TRA supply meter vault and details
 - m. Discharge meter vault and details
 - n. Surge anticipation vault and details
 - o. Landscaping plans and details (5 sheets)
 - p. Erosion control plan
 - q. Detention facility plan
 - r. Drainage area map
 - s. Drainage details.

- t. Construction details
 - u. Electrical site layout
 - v. Electrical floor plan
 - w. Electrical one-line diagram and load analysis
 - x. Conduit schedule
 - y. Electrical control schematics
 - z. SCADA and radio block network diagrams
 - aa. Electrical details
 - bb. Architectural floor plan (2 structures)
 - cc. Architectural exterior elevations (2 structures)
 - dd. Architectural sections and details.
 - ee. Architectural roof plan and details.
 - ff. Architectural schedules and details.
6. Perform up to one (1) miscellaneous site visit.
 7. Prepare opinion of probable construction cost (OPCC) based on 60% design.
 8. Submit to the Town 60% plans and OPCC for review and comment.

B. Deliverables

1. Three (3) copies of the 60% Construction Plans
2. Electronic (pdf) copy of plans and OPCC

C. Assumptions/Exclusions

1. Drainage analysis will be based on Rational Method calculations.
2. Plumbing, HVAC, structural, and irrigation design will take place during 90% design.
3. Consultant will develop OPCCs during the various design milestones. Consultant will utilize bid tabulations from similar projects and cost information provided by vendors to develop OPCCs. Consultant will update anticipated unit prices at each design milestone based on updated vendor information and available bid tabulations and provide a summary of significant changes from the previous OPCC. Consultant will coordinate with vendors to estimate potential escalation for the OPCCs.
4. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

TASK 4B: 90% PUMP STATION AND GST DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 60% plans.
2. Design structural elements for the pump station, hydropneumatic tank building, discharge meter vault, surge anticipation vault, and miscellaneous structural pads, adhering to applicable codes and standards.
3. Design HVAC system for the PS building, specifying necessary ventilation, heating, cooling, and humidity control measures for personnel and equipment requirements.
4. Design plumbing system for the pump station building. It is assumed that only the pump station building will have a restroom.

5. Prepare 90% design construction drawings consisting of the following:
 - a. Cover sheet.
 - b. General project notes, symbols and legends
 - c. Paving and dimensional control plan
 - d. Yard piping plan
 - e. Yard piping profiles
 - f. Demolition and tree removal plan
 - g. Grading plan
 - h. Mechanical plan
 - i. Mechanical sections (3 sheets)
 - j. Hydropneumatic tank details
 - k. GST plan and sections
 - l. GST details
 - m. Storm water lift station
 - n. TRA supply meter vault and details
 - o. Discharge meter vault and details
 - p. Surge anticipation vault and details
 - q. On-site sewage facility (OSSF) plan and details
 - r. Landscaping plans and details (5 sheets)
 - s. Irrigation plans and details (5 sheets)
 - t. Erosion control plan
 - u. Detention facility plan
 - v. Drainage area map
 - w. Drainage details.
 - x. Construction details
 - y. Electrical site layout
 - z. Electrical floor plan
 - aa. Electrical one-line diagram and load analysis
 - bb. Conduit schedule
 - cc. Electrical control schematics
 - dd. SCADA and radio block network diagrams
 - ee. Electrical details
 - ff. Architectural floor plan (2 structures)
 - gg. Architectural exterior elevations (2 structures)
 - hh. Architectural sections and details.
 - ii. Architectural roof plan and details.
 - jj. Architectural schedules and details.
 - kk. Structural general notes
 - ll. Structural plans
 - mm. Structural sections and details, and elevations (5 sheets)
 - nn. HVAC plan, schedule and details
 - oo. Plumbing plan, schedules, and details
6. Prepare opinion of probable construction cost (OPCC) based on 90% design.
7. Perform up to one (1) miscellaneous site visit.
8. Prepare Project Manual which consists of contract documents and technical specifications. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
9. Perform OSSF design and permitting.
 - a. Coordinate with the State regulatory authority for OSSF's regarding proposed work, permitting requirements, and process. Coordinate with the licensed

evaluator hired by the Town regarding soil classification and site evaluation report.

- b. Develop proposed loads. Perform a hydraulic analysis of the proposed OSSF to determine sewer flow rates and tank sizing per TCEQ Chapter 285 criteria. The disposal process and field size will be determined based upon the final soil investigation.
 - c. Submit permit drawings to the Authority Having Jurisdiction (AHJ) for review and comment. An assumed permit fee of \$1,500 will be paid as part of this task.
10. Perform desktop radio frequency path study.
 11. Prepare photometrics plan.
 12. Submit to the Town 90% plans and OPCC for review and comment.

B. Deliverables

1. Three (3) copies of the 90% Construction Plans and Project Manual.
2. Electronic (pdf) copy of Construction Plans, Project Manual, and OPCC.

C. Exclusions/Assumptions

1. Town will provide a Site Evaluation Report completed by a licensed Site Evaluator or Professional Engineer for OSSF design.
2. Proposed OSSF will serve less than 5,000 gallons per day for the proposed buildings. No design for high strength waste, industrial waste, or coolant discharge is included in this task.
3. If an aerobic OSSF system is required, an Affidavit to the Public will be necessary to finalize the permit.
4. Tree survey is excluded.

TASK 4C: 100% PUMP STATION DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 90% submittal.
2. Prepare OPCC based on 100% design.
3. Utilize a Registered Accessibility Specialist for a plan review in accordance with TDLR requirements.
4. Submit to the Town 100% complete plans, specifications and OPCC.
5. Submit final plans to appropriate regulatory agencies Texas Commission on Environmental Quality (TCEQ) for review and comments.

B. Deliverables

1. Three (3) copies of the 100% Construction Plans and Project Manual.
2. Electronic (pdf) copy of Construction Plans, Project Manual, and OPCC.

TASK 5: WATER LINE DESIGN

This task consists of 60%, 90%, and 100% design for the Phase 1 reuse water line and potable water line. Both the reuse water line and potable water line will be included in the same construction package but will be designed and bid as a separate construction package from the pump station. The reuse water line is assumed to be designed as ductile iron pipe, and the potable water line is assumed to be designed as PVC.

TASK 5A: 60% WATER LINE DESIGN

A. Design Tasks

1. Prepare plan view only drawings based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal. The following sheets are anticipated:
 - a. Cover
 - b. General notes
 - c. Sheet index
 - d. Reuse water line plan (17 sheets assumed, plan view only)
 - e. Potable water line plan (8 sheets assumed, plan view only)
 - f. Construction details
 - g. Erosion control details
 - h. Cathodic protection plans and details
2. Prepare opinion of probable construction cost (OPCC) based on 90% design.
3. Perform up to one (1) miscellaneous site visit.
4. Submit to the Town 60% plan view only plans and OPCC for review and comment.

B. Design Deliverables

1. Three (3) copies of the 60% Construction Plans and OPCC
2. Electronic (pdf) copy of plans and OPCC

TASK 5B: 90% WATER LINE DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 60% plans.
2. Prepare plan and profile sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal and 1" = 4' vertical. The following sheets are anticipated
 - a. Cover
 - b. General notes
 - c. Sheet index
 - d. Reuse water line plan and profile (17 sheets assumed)
 - e. Potable water line plan and profile (8 sheets assumed)
 - f. Construction details
 - g. Erosion control details
 - h. Cathodic protection plans and details
3. Prepare Project Manual which consists of contract documents and technical specifications. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
4. Prepare general traffic control notes.
5. Perform up to one (1) miscellaneous site visit.
6. Prepare details and technical specifications associated with standard underground tunnels.
7. Evaluate thrust restraint requirements and determine minimum thrust restraint lengths.
8. Prepare OPCC based on 90% design.
9. Submit to the Town 90% Construction Plans, Project Manual, and OPCC for review and comments.

B. Design Deliverables

1. Three (3) copies of the 90% Construction Plans and Project Manual
2. Electronic (pdf) copy of the Construction Plans, Project Manual, and OPCC.

- C. Exclusions/Assumptions
 - 1. Detailed traffic control plans are not included in this scope of work.
 - 2. It's assumed that soils and conditions encountered will be favorable for trenchless application. General design parameters and details are included in this task. In the event the soils encountered are low in cohesion, there is a high ground water level, or any other difficult conditions are present, a more in-depth trenchless design will be required. An in-depth trenchless design is excluded from this scope.
 - 3. Tree survey is excluded.

TASK 5C: 100% WATER LINE DESIGN

- A. Design Tasks
 - 1. Make revisions based on the Town's review of the 90% submittal.
 - 2. Prepare OPCC based on 100% design.
 - 3. Submit to the Town 100% Construction Plans, Project Manual, and OPCC.
 - 4. Submit final plans to appropriate regulatory agencies Texas Commission on Environmental Quality (TCEQ) for review and comments.
- B. Deliverables
 - 1. Three (3) copies of the 100% Construction Plans and Project Manual.
 - 2. Electronic (pdf) copy of Construction Plans, Project Manual, and OPCC.

TASK 6: GEOTECHNICAL

- A. Design
 - 1. Perform six (6) geotechnical borings at the proposed ground storage tank locations and the proposed pump station location in accordance with ACI 372. The bore will be used to determine the general soil stratum, identify the presence of ground water, and provide data for structural design of the tank and pump station foundations. Five (5) borings are anticipated to be thirty (20) feet deep and one (1) boring is anticipated to be (40) feet deep.
 - 2. Perform borings at anticipated trenchless installation locations. A total of three (3) borings are anticipated. Each boring is assumed to be to a depth of 25 feet.
 - 3. Perform nine (9) borings along the proposed water line alignment. Each boring is assumed to be to a depth of 10-15 feet. These borings will provide additional soil information to be used for design and during bidding by the contractors.
- B. Deliverables
 - 1. Two (2) copies of the Geotechnical Report

TASK 7: EASEMENT DOCUMENTS AND PLATTING

- A. Prepare an exhibit and metes and bounds boundary easement description for each tract that the proposed water lines will cross. Up to ten (10) easements are assumed. Metes and bounds will only be provided for permanent easements. Temporary easements shall be depicted in permanent easement exhibit. Easements shall be tied to the nearest property corners and the point of beginning tied to a monumented property corner. Field notes and drawings shall comply with the rules of the Texas Board of Land Surveying. Easements shall be signed and sealed by a Registered

Professional Land Surveyor currently registered in the State of Texas. Each easement shall have attached to it a copy of the corresponding deed for that property.

- B. Set new iron pins at all new permanent easement corners and bends.
- C. Prepare and submit a Replat, Checklist, and Application to the Town for review. Replat will be prepared to add or amend any easements associated with the design. Consultant will attend one meeting with review staff. If approved, Consultant will coordinate filing of the Plat with the County.
- D. Deliverables
 - 1. Metes and Bounds and Exhibit for each property (Hard copies and PDF)
 - 2. Replat. (Hard copies and PDF)
- E. Exclusions/Assumptions
 - 1. Title research is not included in this scope of work.
 - 2. The potable and reuse water lines are anticipated to parallel one another. It is assumed that easements for both lines will be able to be conveyed in the same easement document.
 - 3. Replat is assumed to be reviewed and approved administratively and will not require presentation to P&Z or Town Council.
 - 4. Pump station property will not be subdivided from the parent tract.

TASK 8: ENVIRONMENTAL AND ARCHEOLOGICAL ASSESSMENT

- A. Design
 - 1. Provide Waters of the United States Delineation and Section 404 Permit Assessment for the water line route.
 - a. Provide professional services to delineate all waters of the United States, including wetlands, within the entire project area.
 - b. A wetland scientist will conduct an aquatic resources delineation to delineate the limits of aquatic resources within the project area and will perform a preliminary jurisdictional analysis of the streams and any on-channel ponds based on 33 CFR 328.3(e), any potential wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) unit that is capable of sub-meter accuracy.
 - c. Digitize the waters of the U.S. for use by the Engineer. The delineation will be provided to the Engineer for inclusion in the engineering plans to avoid and minimize impacts to waters of the U.S.
 - d. Meet with the Town to discuss Section 404 permitting strategies. Determine if a preconstruction notification (PCN) to the USACE will be required.
 - e. Make final determination if final design will be authorized under the NWP.
 - f. Provide letter report with delineation, describing each delineation and how it meets all conditions of the NWP, if the project meets all terms and conditions of one of these NWPs, without requiring notification to USACE.
 - 2. Perform desktop cultural resources evaluation background review of known archeological sites and surveys as well as known historic resources within one mile of each project site. A cultural resources desktop review report will be prepared documenting the results of the background research, addressing potential areas of concern and avoidance recommendations, and will document

the evaluation of the particular project to trigger compliance with Section 106 of the National Historic Preservation Act (NHPA) and/or the Antiquities Code of Texas. To comply with the Antiquities Code of Texas, the desktop review report will be submitted to the Texas Historical Commission (THC) and will request review and a determination regarding the need for a field survey. If a field survey is required, it will be prepared as part of Task 10.

B. Deliverables

1. PDF copy of letter report

C. Exclusions/Assumptions

1. Preparation of a PCN is not included in this scope of work. If a PCN is required, this shall be considered an additional service.

TASK 9: CULTURAL RESOURCES SURVEY

If required by the USACE and/or the THC, the following services will be performed:

A. Design

1. Evaluate readily available data pertinent to the history, prehistory, ethnography, and environment of the study area. Develop a scope of services/research design detailing the proposed methodology to perform the cultural resources survey. Submit scope of services to the THC for review along with an Antiquities Permit application prior to initiating the field survey.
2. Perform field archeological survey of the project limits using pedestrian (surface) survey and shovel testing techniques. Resources will be mapped using a GPS unit and ArcGIS. Artifacts identified during the survey will be photographed, analyzed, and returned to their original provenience. Detailed notes will be recorded on survey methods, sites identified, and relevant environmental factors with each site. If intact cultural resources are identified during the survey and are preliminarily assessed as significant, additional services may be required to mitigate the resource prior to construction.
3. A report will be prepared providing the results of the survey conforming to the Council of Texas Archeologists (CTA) and THC standards. The report will consist of the results of both the background review and the survey, document the methodology used in the investigations, identify cultural resources encountered during the archaeological survey, and, if warranted, present recommendations for further evaluation in the area. A copy of the report will be submitted to the THC for review, comment, and/or acceptance. Any additional recommendations identified will be considered an Additional Service.

B. Deliverables:

1. Cultural Resources Report (.pdf)

TASK 10: SUBSURFACE UTILITY ENGINEERING (SUE)

A. Design

1. Perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
 - a. Field Investigation (Quality Level A): Locate utilities by exposing them through non-destructive digging (potholing) to determine their horizontal and vertical positions (Quality Level A). A maximum of eight (8) potholes will be performed.

2. Survey SUE
 - a. Perform survey necessary to incorporate SUE locates into topographic survey. Surveying will be on a time-expended basis. For budget purposes, it is assumed that up to one (1) day of survey field work will be performed.

B. Deliverables

1. Summary sheet of pothole coordinate and depth data.

TASK 11: BIDDING PHASE SERVICES – PUMP STATION

This task consists of providing bidding phase services for the pump station bid package.

- A. Provide 3 sets of bidding documents and an electronic (pdf) copy. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services.
- B. Review Contractor questions and issue addenda as required.
- C. Prepare for and attend pre-bid meeting for the pump station construction package.
- D. Prepare conformed contract documents (pump station construction package only).
- E. Deliverables (for each construction package).
 1. Addenda as required
 2. Print and deliver to the Town up to 3 sets of bid documents
 3. Deliver 2 sets of the Project Manual for execution.
 4. Conformed contract documents (pump station only)
 5. Electronic (pdf) copy of bid documents.

TASK 12: BIDDING PHASE SERVICES – WATER LINE

This task consists of providing bidding phase services for the water lines bid package.

- A. Provide 3 sets of bidding documents and an electronic (pdf) copy. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services.
- B. Review Contractor questions and issue addenda as required.
- C. Deliverables (for each construction package).
 1. Addenda as required
 2. Print and deliver to the Town up to 3 sets of bid documents
 3. Deliver 2 sets of the Project Manual for execution.
 4. Electronic (pdf) copy of bid documents.

TASK 13: ADDITIONAL REUSE WATER LINE DESIGN

This task consists of survey, desktop cultural resources review, SUE and 60%, 90%, and 100% design for ~2,500 LF of 12-inch reuse water line. The limits of the reuse line are generally along Denton Creek Boulevard between Canyon Falls Drive and Dolan Falls Drive. It is assumed that the reuse line will be within Town right-of-way. The reuse water line will be included in the same construction package as the items listed in Task 5. The reuse water line is assumed to be designed as PVC.

TASK 13A: ADDITIONAL FIELD SURVEY AND BASE MAPPING

A. Design Tasks

1. Perform detailed topographic survey for the additional 2,500 LF of water line. Detailed topographic survey will be provided for the right-of-way limits. Surveying of existing trees within the survey limits are excluded from this scope of work.
2. Survey will performed in accordance with the scope defined in Task 3.

TASK 13B: ADDITIONAL REUSE WATER LINE DESIGN

A. Design

1. Prepare 60%, 90% and 100% drawings based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal and 1" = 4' vertical. The following sheets are anticipated:
 - a. Reuse water line plan and profile (3 sheets assumed)
 - b. Construction Details
 - c. Erosion control details
2. Prepare opinion of probable construction cost (OPCC) based on 60%, 90% and 100% design.
3. Perform up to one (1) miscellaneous site visit.
4. Incorporate plan sheets into the submittals detailed in Task 5.
5. Perform desktop cultural resources evaluation background review of known archeological sites and surveys as well as known historic resources within one mile of each project site. A cultural resources desktop review report will be prepared documenting the results of the background research, addressing potential areas of concern and avoidance recommendations, and will document the evaluation of the particular project to trigger compliance with Section 106 of the National Historic Preservation Act (NHPA) and/or the Antiquities Code of Texas. To comply with the Antiquities Code of Texas, the desktop review report will be submitted to the Texas Historical Commission (THC) and will request review and a determination regarding the need for a field survey.

B. Design Deliverables (to be included in Task 5 deliverables)

1. Three (3) copies of the 60%, 90%, 100% Construction Plans and OPCCs
2. Electronic (pdf) copy of plans and OPCC
3. PDF copy of cultural resources desktop review report

C. Exclusions/Assumptions

1. Detailed traffic control plans are not included in this scope of work.
2. A cultural resources survey is not included in the scope for the additional water line design. If a survey is required, this shall be considered an additional service.

TASK 13C: ADDITIONAL SUBSURFACE UTILITY ENGINEERING (SUE)

A. Design

1. Perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
 - a. Field Investigation (Quality Level A): Locate utilities by exposing them through non-destructive digging (potholing) to determine their horizontal and

vertical positions (Quality Level A). A maximum of two (2) potholes will be performed.

2. Survey SUE

- a. Perform survey necessary to incorporate SUE locates into topographic survey. Surveying will be on a time-expended basis. For budget purposes, it is assumed that up to a half (0.5) day of survey field work will be performed.

B. Deliverables

1. Summary sheet of pothole coordinate and depth data.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting Town or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the P&Z and/or Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Preparing for and facilitating neighborhood meetings.
- Attending additional public meetings during the project.
- Retaining wall design.
- Any services not listed in the Scope of Services.

ATTACHMENT B-1

COMPENSATION

The Consultant will provide the Scope of Services for a lump sum fee unless otherwise noted below.

TASK 1 – General Items and Meetings	
1A – Record Research and Franchise Utility Coordination	\$4,500
1B – External Meetings	\$16,500
1C – Internal Design Coordination and Quality Control	\$30,000
1D – Project Management, Accounting, Administrative	\$26,000
TASK 2 – Stakeholder Coordination and Town Permitting	\$46,500
TASK 3 – Field Survey and Base Mapping	\$80,500
TASK 4 – Pump Station and GST Design	
4A – 60% Pump Station Design	\$326,500
4B – 90% Pump Station Design	\$382,500
4C – 100% Pump Station Design	\$78,500
TASK 5 – Water Line Design	
5A – 60% Water Line Design	\$147,500
5B – 90% Water Line Design	\$121,000
5C – 100% Water Line Design	\$16,000
TASK 6 – Geotechnical	\$55,000
TASK 7 – Easement Documents and Platting	
7A – Easement Documents (\$2,500/each)	\$25,000
7B – Replat	\$7,000
TASK 8 – Environmental and Archeological Assessment	\$10,000
TASK 9 – Cultural Resources Survey	\$16,000
TASK 10 – Subsurface Utility Engineering (SUE)	\$19,000
TASK 11 – Bidding Phase Services – Pump Station	
11A – Contractor Questions and Addenda	\$26,000
11B – Pre-Bid Meeting	\$2,500
11C – Conformance Documents	\$8,500
TASK 12 – Bidding Phase Services – Water Line	\$7,500
TASK 13 – Additional Reuse Water Line Design	
13A – Additional Field Survey and Base Mapping	\$23,500
13B – Additional Reuse Water Line Design	\$45,900
13C – Additional Subsurface Utility Engineering	\$5,200
TOTAL	\$1,527,100

Additional services will be negotiated at the time they are identified.



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

DATE: April 8, 2026

FROM: Dean Larson, Construction Manager

ITEM: Consider approval of a Construction Agreement with Birch Construction, LLC, for the Fire Station No. 5 Emergency Roof Replacement and Apparatus Bay Renovation project, in the amount of \$1,409,095.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: The project consists of the demolition of 6,300 sf of the apparatus bay's failing roof system (roof deck and shingles, wide-span wood trusses, ceiling, and suspended mechanical and electrical systems); demolition of 4,700 sf of the apparatus bay floor finishes; construction of a new wide-span metal truss roof system with standing seam metal roof; construction of 1,900 sf of DX Grid ceiling system and interior soffits; construction of bay fire sprinkler system, air and gas supply system; construction of bay exhaust system and heating system.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$1,409,095.00

Proposed Expenditure/(Revenue)
\$1,409,095.00

Account Number(s):
533-111-50107-6210

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

ATTACHMENTS:

1. 1295 Form - Signed
2. FS5 - Birch Construction Agreement

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

TOWN OF FLOWER MOUND

Fire Station 5 Emergency Roof Replacement and Apparatus Bay Renovation

Bid # N/A

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this day of _____, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Birch Construction, LLC, 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:

Fire Station 5 Emergency Roof Replacement and Apparatus Bay Renovation

Bid # N/A

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:

- The Construction Agreement;
- Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- Any listed and numbered addenda;

- Special Provisions;
- Supplementary Conditions;
- Construction Drawings or Plans;
- Technical Specifications;
- Town's Standard Construction Details;
- The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- The General Conditions;
- Public Works Construction Standards - North Central Texas, as amended* (by reference);
- The Town's written notice to proceed to Contractor;
- The Contractor's Proposal;
- The Performance Bond, Payment Bond and Maintenance Bond; and

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 **One Million, Four Hundred Nine Thousand, Ninety Five Dollars and Zero Cents (\$1,409,095.00)** 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 One Hundred Twenty (120) calendar days, and final completion of One Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in

accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

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 I.2. REGULAR ITEM(S)

DATE: April 8, 2026
FROM: Travis Cunniff, Assistant Director of Parks and Recreation
ITEM: **Consider approval of an Artist Engagement Agreement with Medwedeff Forge & Design for services associated with the Outdoor Artwork Services for Peters Colony Memorial Park Project, in the amount of \$100,000.00.**

BACKGROUND: This item provides for Town Council to enter into an Artist Engagement Agreement with Medwedeff Forge & Design for services related to the Peters Colony Memorial Park Outdoor Artwork Project. The agreement will include the design, fabrication, and installation of a site-specific artwork intended to create a lasting visual tribute within the park. The development of this project began with Town Council Work Sessions on January 18, 2024, and March 21, 2024, during which Council received information on public art and provided direction on funding for future public art initiatives. Based on this direction, Hotel Occupancy Tax (HOT) funds were identified as the funding source for this project. Town staff then formally initiated the artist procurement process.

The Town solicited Statements of Qualifications (SOQs) from interested artists beginning May 16, 2025, with submissions accepted through July 8, 2025. The opportunity was advertised on the Town's website, multiple public art platforms, and shared directly with known artists. At the May 30, 2025, Cultural Arts Commission meeting, a selection committee comprised of five Town employees and three Commission members was established to complete the review process.

From August 8 through August 22, 2025, the selection committee evaluated submitted artist proposals and formally identified the top three finalists on September 4, 2025. The three finalists were given three months to develop concept designs for the project. Virtual interviews with the finalists, to present their concept designs, were conducted on December 19, 2025, followed by a final selection meeting on January 6, 2026. Through this process, Medwedeff Forge & Design was identified as the preferred artist based on their concept and alignment with project goals.

Following selection, the Town and the artist finalized agreement terms, with the artist agreeing to contract language on February 17, 2026. The Cultural Arts Commission subsequently reviewed the project and unanimously recommended approval to Town Council at the Cultural Arts Commission meeting on February 24, 2026.

BOARD REVIEW/CITIZEN FEEDBACK: The Cultural Arts Commission recommended approval by a vote of 5 to 0 at their February 24, 2026 meeting.

ALTERNATIVES: N/A

FISCAL IMPACT:

Proposed Expenditure/(Revenue)

\$100,000

\$100,000

Account Number(s):

380-430-34200-5110

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

ATTACHMENTS:

1. TOWN OF FLOWER MOUND ARTIST ENGAGEMENT AGREEMENT - Medwedeff Forge & Design 2026

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

TOWN OF FLOWER MOUND ARTIST ENGAGEMENT AGREEMENT

This Artist Engagement Agreement (“Agreement”) is made and entered into by and between the **Town of Flower Mound, Texas** (“Town”), a Texas municipal corporation, with its principal place of business located at 2121 Cross Timbers Road, Flower Mound, Texas 75028, and **Medwedeff Forge & Design**, with Artist’s principal place of business located at [Artist Address] (“Artist”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Town desires to engage Artist to design, fabricate, deliver, and install a permanent public art installation (the “Work”) at **Peters Colony Memorial Park** (the “Site”); and

WHEREAS, Artist desires to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE AND DESCRIPTION OF WORK

A. Scope of Work: Artist agrees to design, fabricate, transport, and install an original work of art at the Site. Artist warrants that the Work will be their sole creation, an original design not copied from any other work, and that it does not infringe upon any existing copyright, trademark, patent, or the moral rights of any third party. The final Work must be suitable for permanent outdoor display and comply with all applicable codes, standards, and site conditions.

B. Exhibit A – Scope of Work: The detailed project description, deliverables, materials, schedule, installation plan, and concept drawings are attached hereto as Exhibit A and incorporated herein.

C. Collaboration: Artist shall work collaboratively with Town staff, community stakeholders (as needed), and third-party consultants (e.g., engineers or fabricators).

D. Site Visit: Artist shall conduct site visits as necessary and coordinate with Town’s designated representative regarding logistics, access, and construction schedules.

II. COMPENSATION AND PAYMENT

A. Total Compensation: Town agrees to pay Artist an amount not to exceed One Hundred Thousand Dollars (**\$100,000.00**) (“Total Fee”) for all services rendered and costs incurred under this Agreement.

B. Payment Schedule:

1. 45% upon execution of this Agreement;
2. 45% upon Town receipt of written notice from Artist that the Work’s fabrication is 50% complete and provides photographic or other reasonable documentation as may be reasonably requested by the Town;

3. 10% after Completion of installation, Artist delivery of the fully executed Bill of Sale for the Artwork, and final acceptance of the Work by the Town.

C. **Method of Payment:** Payments shall be made within 30 days of invoice and approval of associated deliverables.

D. **Withholding of Payment:** Town reserves the right to withhold payment if deliverables do not meet specifications or if Artist is in breach of the Agreement.

III. SCHEDULE AND DELIVERABLES

A. **Timeline:** Artist shall complete the Work in accordance with the schedule in Exhibit A. Time is of the essence. Delays must be reported immediately in writing.

B. **Extension of Time:** Town may grant reasonable extensions due to force majeure, unforeseen conditions, or Town-caused delays.

C. **Progress Reports:** Artist shall provide monthly updates on the status of the Work, including milestones achieved, delays encountered, and anticipated changes.

IV. OWNERSHIP, COPYRIGHT, AND MORAL RIGHTS

A. **Ownership:** Upon final acceptance, the Work shall become the property of the Town.

B. **Copyright:** Artist retains copyright, but grants Town a perpetual, irrevocable, royalty-free license to use, reproduce, and display the Work for non-commercial purposes.

C. **Visual Artists Rights Act (VARA) Waiver:** To the fullest extent permitted by law, and pursuant to 17 U.S.C. § 106A(e), Artist expressly waives any and all rights of attribution and integrity (including, without limitation, any rights to prevent modification, mutilation, distortion, destruction of a work of recognized stature, or to prevent the use of Artist's name in connection with the Work) under the Visual Artists Rights Act of 1990, 17 U.S.C. § 106A, and any similar or analogous rights, with respect to the Work (as described in Exhibit A) and the Town's (and its contractors'/designees') acts or omissions permitted under this Agreement, including without limitation: installation, lighting, placement, maintenance, conservation, repair, restoration, relocation, temporary removal, storage, deaccessioning, modification, and (if necessary) removal or destruction of the Work.

D. **Modifications; Relocation; Removal:** The Town may, in its sole discretion, relocate, remove, reinstall, repair, restore, conserve, maintain, modify, deaccession, or destroy the Work as the Town deems necessary or desirable, including for public safety, legal compliance, site improvements, operational needs, vandalism response, casualty loss, or end-of-life conditions. The Town agrees it will not intentionally alter the Work in a manner intended to materially change the spirit, concept, or essential character of the Work for capricious reasons.

When feasible, and except in emergency circumstances, the Town will provide Artist reasonable advance notice of any proposed material non-emergency modification and a reasonable opportunity to confer and provide input. The Town will consider Artist's input in good faith; however, no Artist approval is required. The Town may act without prior notice or consultation in emergencies, for public safety, to comply with applicable law, or for routine maintenance, conservation, repair, restoration, relocation, or removal.

If the Town makes a material modification and Artist wishes to disclaim authorship, Artist may request in writing that the Town remove Artist's name from any identification plaque or attribution signage for the Work, and the Town will reasonably comply. This name-removal remedy is Artist's sole remedy relating to attribution and does not limit the Town's rights under this Agreement.

E. Intellectual Property Compliance: Artist agrees to comply with all applicable patent, trademark, and copyright laws. Artist shall disclose in writing to the Town any components or elements of the Work that are based on, derived from, or incorporate any third-party intellectual property, including patents, trademarks, or copyrights. Artist further represents and warrants that all necessary rights and permissions have been obtained for any such uses, and Artist shall provide documentation of such permissions upon request.

F. Identification Plaque: The Town will, at its expense, provide and install an identification plaque/sign for the Work identifying Artist, title, year of completion, and other mutually agreed information. Final content, size, materials, and placement are subject to Town standards and approval. The Town will reasonably maintain the plaque/sign, ordinary wear and tear excepted, and may remove, relocate, or replace it as needed for maintenance, safety, or site operations.

V. WARRANTIES AND MAINTENANCE

A. Warranty: Artist warrants that the Work shall be free from material defects in fabrication or installation for one (1) year from the date of acceptance. Artist further warrants that the Work is an original design created solely by Artist, that it does not infringe upon the copyright, trademark, patent, or moral rights of any third party, and that Artist has full authority to enter into this Agreement.

B. Maintenance Plan: Artist shall submit a detailed maintenance and conservation plan (Exhibit B). Town shall assume responsibility for maintenance after one year.

C. Repairs: Town may consult Artist before performing significant repairs or conservation. Emergency or minor repairs may be made without prior consultation.

VI. INSURANCE AND LIABILITY

A. Insurance Requirements:

1. General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate;
2. Professional Liability: \$1,000,000, if applicable;
3. Workers' Compensation: as required by law.

B. Proof of Insurance: Artist shall provide certificates of insurance naming the Town as additional insured.

C. INDEMNIFICATION: ARTIST SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING FROM ARTIST'S ACTS, OMISSIONS, OR PERFORMANCE UNDER THIS AGREEMENT.

VII. TERMINATION

A. Termination for Cause: Town may terminate this Agreement for material breach, provided Artist is given 10 days' written notice and opportunity to cure.

B. Termination for Convenience: Either party may terminate without cause by giving 30 days' written notice. In the event the Town terminates this Agreement without cause, Artist shall be paid for work completed to date.

C. Incapacity: In the event of Artist's death or incapacitation, the Agreement may be terminated without penalty to either party.

VIII. GENERAL TERMS

A. Independent Contractor: Artist is an independent contractor and not an employee or agent of the Town.

B. Assignment: Artist shall not assign this Agreement without prior written consent of the Town.

C. Confidentiality: Artist shall not disclose confidential information, as identified by the Town, without prior written consent.

D. Nondiscrimination: Artist shall comply with all applicable laws prohibiting discrimination.

E. Notices: All notices must be in writing and delivered to the addresses provided herein.

F. Governing Law and Venue: This Agreement shall be governed by the laws of Texas. Venue for any dispute shall lie exclusively in Denton County, Texas.

G. Entire Agreement: This document and its Exhibits constitute the entire agreement between the Parties and supersede all prior negotiations.

H. Amendments: Must be in writing and signed by both Parties.

I. Governmental Functions and Immunity: Nothing contained in the Agreement shall be construed as constituting a waiver of the Town's governmental immunity from suit or liability, which is expressly reserved, to the extent allowed by Texas law.

J. Rights Retained: The Town expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas.

K. Anti-Boycott Disclosures: To the extent required by Texas law, Artist verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code §2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of the Contracts; (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Contracts; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

IX. BILL OF SALE

A. Bill of Sale: Artist shall deliver to the Town, upon final installation and written acceptance of the Work, a fully executed Bill of Sale substantially in the form set forth in **Exhibit C** attached hereto and incorporated herein by reference. The Bill of Sale shall convey all ownership rights in the Work to the Town, subject to the retained copyright and licenses set forth in Section IV.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the last date signed below.

TOWN OF FLOWER MOUND, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ARTIST

By: _____
Name: _____
Date: _____

EXHIBIT A – Scope of Work

Artist Name: John Medwedeff, DBA Medwedeff Forge & Design (MFD)

Project Title: Peters Colony Memorial Park Sculpture

Site Location: Peters Colony Memorial Park

1. Project Description

Provide a brief overview of the Work, including the artistic vision, theme, concept, and how it fits into the park or site.

To create the design the artist studied the historic timeline of Flower Mound, explored the area's history, and considered the Cretaceous geology that gives the Town its name. Through this process, Flower Mound was found to be and is understood as a strong, dynamic, and proud community. These qualities are translated into a conceptual sculptural form that expresses both strength and energy.

It was determined that the best approach to designing a site-specific sculpture would be to develop a conceptual form reflecting those qualities to express the strength and dynamic energy of Flower Mound. The other considerations are very directly related to the aesthetics of the immediate surroundings of the sculpture's placement. Drawing on experience in designing cohesive park environments, the design process was approached thoughtfully, creating a seamless work of art in which the sculptural and architectural features are integral elements of the whole so that every aspect of the park will have a coherent appearance. The intent is to create a site-specific piece for Peters Colony Memorial Park that feels intentional and seamlessly connected to its surroundings.

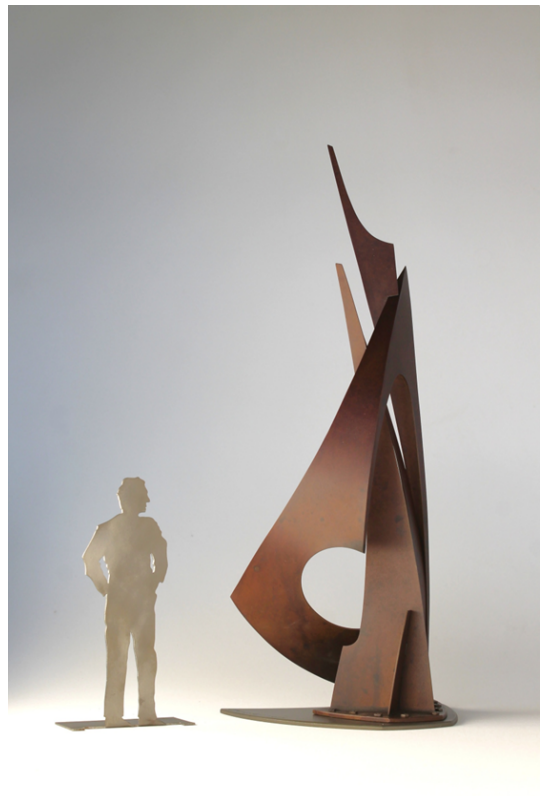
The concept was developed through the process of sketching, building models, refining, and editing work which culminated in a detailed 1/12 scale steel model. The design references existing site elements, including the tapered stone columns of the pavilion and curved water wall. Placement and orientation of the sculpture in the context of the site is a very deliberate choice made with consideration of the sight lines from points of entry to the views from the pavilion area and how light and shadow will change across its surfaces during the course of a day. While designing a sculpture, I am always considering the mechanical properties of sound engineering, public safety, durability, and maximizing the client's budget.

The work prioritizes sound engineering, public safety, durability, and responsible use of the project budget. Material selection was also a key consideration. Weathering steel (Corten) was chosen for its alignment with the park's color palette, its ability to maximize scale within budget constraints, and its long-term, low-maintenance qualities.

North Elevation



East Elevation



West Elevation



South Elevation



2. Materials and Fabrication

List the primary materials used and fabrication process.

Primary Materials

- Weathering steel: Sheet A588 - 3/8" thick, Sheet A588 -1/4" thick, Plate A588 -5/8" thick
- B7 anchors in a concrete foundation.

Fabrication Process

- Consultation with a structural engineer to make sure that the design complies with applicable building codes for wind, snow, seismic activity, and any ADA requirements. Foundation plans are prepared by the engineer. Plans for rigging, transportation, and installation are also reviewed with the engineer. Following up, artist develops elevation and plan drawings for the engineer to seal and provide stamped copies to the client which is required.
- Generate ¼ scale shop drawings from ½ scale documents existing from design phase. This includes extracting the geometry of every individual part and the assembled sculpture. In this phase, the planning of the construction sequence is determined.
- Build a ¼ scale model to exact structural specifications of the anticipated full-scale build. Again, this is meticulously documented and mapped to the precise 3D geometry of all the curves seams, and bends in each element. The artist edits details if any adjustments of pattern or fit up are required and generates the full-scale shop drawings for CNC laser and plasma cutting parts, forming and construction. Complete testing for all rigging plans and transportation of the artwork is done with the ¼ scale model.
- Provide a fabricated anchor bolt system to a local contractor for placement in the foundation form before the concrete is poured. (An alternate method is drilling the concrete and setting anchors in epoxy when we are there to install the sculpture.) Details are to be determined through consultation with the engineer and scheduling considerations.
- Full scale construction starts with cutting of all component parts from sheet and plate. Wood forms are built to specification to establish that the geometry of each part is accurate. The steel is mostly cold formed using industrial scale plate rolls and presses. Heat, hydraulic blenders, and hammers are occasionally utilized for small adjustments. Welding is done with TIG and MIG using filler wire alloys designed to match the weathering steel alloy as much as is possible. Most of the welds are to be sanded smooth and blended with the surrounding surfaces. All fabrication work is done at MFD.
- The finished sculpture will be sandblasted to unify the surface in advance of the beginning of the patina formation.

3. Dimensions and Installation Details

Specify size, weight, foundation requirements, and installation method.

- The sculpture will measure 14'-8" H x 5'-6" W x 5'-2.5" D, weighing approximately 1,100 lbs.
- It will be anchored with embedded bolts to a reinforced concrete foundation.
- The specifications for anchor bolts, and design of the concrete foundation will be determined by an engineer in consultation with the Artist.

4. Schedule and Milestones

Provide a timeline with key phases and anticipated completion dates.

These dates are based on prior experience and reasonable expectations. Ideally, if it is possible to do the work faster, there may be adjustments in the schedule.

Milestone	Date/Deadline
Execution of Agreement	4/6/26
Final Design Submission	5/29/26
Fabrication Completion	12/11/26
Delivery & Installation	12/18/26
Final Inspection & Acceptance	12/30/26

5. Installation Plan

Describe the method of transport, staging, and required site access.

MFD will transport the sculpture and installation equipment to the job site. The studio delivery vehicle is a Chevy Express 3500 with a 22' long dual axle 5-ton utility trailer. The artwork will be secured horizontally on the trailer, bolted by the base to a custom designed rotating hinge mechanism that allows for a controlled lift to the vertical position. The top of the sculpture will be resting in a shock absorbing cradel during the transportation. After being released from the trailer mounted fixtures, the sculpture will be set and secured on its foundation by being bolted to the concrete. A local crane operator will be hired to lift and set the sculpture.

Artist will coordinate with Town staff to schedule crane lift installation. Site will be secured during installation with cones and caution tape. The transportation and installation to be performed by MFD staff and the artist. A licensed crane operator will assist the Artist on site.

An offsite secure area such as a Town-owned maintenance facility will be required for overnight parking for the trailer prior to the installation and afterwards. The logistics can be determined closer to the date of the installation.

6. Coordination Requirements

List any coordination with utilities, landscaping, or Town personnel.

At this time, the possible scope of obstacles and various conditions of the site that may need to be navigated are unknown. Artist will coordinate with Town Parks Department for electrical conduit location, landscape clearance, and any other considerations prior to installation to facilitate a safe and reasonable plan when the necessary information becomes available.

EXHIBIT B – Maintenance Plan

Artist Name: John Medwedeff, DBA Medwedeff Forge & Design (MFD)

Project Title: Peters Colony Memorial Park Sculpture

Date Submitted: December 2026

1. Materials Overview

Weathering steel: Sheet A588 - 3/8" thick, Sheet A588 -1/4" thick, Plate A588 -5/8" thick
Weathering steel or Corten is designed to weather naturally and form a protective oxidation layer. Fasteners will be of an alloy that is compatible with weathering steel to prevent or reduce any chance of galvanic corrosion. (NOT stainless)

2. Cleaning and Surface Care

Specify cleaning methods, frequency, and products to avoid.

Clean annually with PH neutral Orvus soap and water. Use a soft brush or sponge as necessary to remove organic debris such as insect nests and bird waste. On more frequent cycles, as may be required by local conditions, sweep away from the base plate any accumulations of grass clippings and leaves. Do not use pressure washers on the jet setting, but a fan spray setting held at a safe distance is ok as long as the patina is not disturbed, or a standard garden hose and sprayer at low pressure from a municipal source. Graffiti may be removed using solvents and cotton swabs, or soft brush. There will be a thin air space for ventilation between the concrete and the base plate. A rinsing with a hose or compressed air to keep that space free of moisture absorbing dirt and organic materials should be done when the sculpture is cleaned.

3. Inspection Recommendations

Suggest a routine inspection schedule and what to look for.

At a minimum, inspect annually, for any signs of damage, accumulated organic debris and, and structural stability. Check bolt tightness and base condition. The frequency of organic debris accumulation on or under the base is impossible to predict, so the maintenance schedule should be adjusted accordingly. Weathering steel is very corrosion resistant, as long as it can air-dry after periods of precipitation. However, if organic debris is allowed to accumulate and decompose, it will both hold moisture and become acidic which compromises the corrosion resistance of the metal.

If there are weather conditions such as tornados, or derecho events, inspect the artwork carefully as soon as possible rather than waiting for a scheduled inspection.

4. Repair Guidelines

Explain when to consult the Artist and when minor repairs can proceed.

Contact Artist for structural repairs, Minor touch-ups or graffiti removal may be conducted by Town staff following guidelines above.

5. Expected Lifespan and Conservation Notes

Provide general expectations for longevity and any long-term issues.

Expected lifespan is in excess of 100 years. Minor rusting is natural and should not be treated unless interfering with structural integrity. As long as the sculpture is kept clean and is not vandalized or damaged in a natural disaster, there should not be any long-term issues. If there is an issue with graffiti and the patina is inadvertently altered during removal, it will heal in time but may have a blemish of tone for a period of months or years depending on the severity of the damage and environmental conditions. It would be possible for a conservator to address the issue and make it look more uniform. Severe weather conditions with the possibility of impacts from flying debris pose the most likely risk of damage. This sculpture is designed to be sturdy and robust.

EXHIBIT C - BILL OF SALE

(To be completed after delivery, installation and acceptance of the Work)

This Bill of Sale is executed and delivered pursuant to that certain **Artist Engagement Agreement** (the "Agreement") dated _____, **20**, by and between the **Town of Flower Mound, Texas** ("Town"), and _____ ("Artist").

WHEREAS, under the terms of the Agreement, Artist has agreed to design, fabricate, transport, and install an original work of art entitled "[Insert Title of Work]" (the "Work") at [Insert Site Location], and to convey ownership of the Work to the Town upon completion and acceptance;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Artist does hereby sell, transfer, assign, and deliver to the Town, its successors and assigns, all of Artist's right, title, and interest in and to the Work, including all physical components thereof, subject to the retained copyright and licenses as provided in the Agreement.

Artist represents and warrants to the Town that:

1. Artist is the sole creator and lawful owner of the Work;
2. The Work is an original creation and does not infringe upon any copyright, trademark, patent, or other proprietary right of any third party;
3. Artist has full authority to convey the Work to the Town pursuant to the terms of the Agreement.

The Town acknowledges that Artist retains copyright to the Work, and that the Town is granted a perpetual, irrevocable, royalty-free license to use, reproduce, and publicly display the Work in accordance with the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the ___ day of _____, **20**.

ARTIST

By: _____
Name: _____
Date: _____

TOWN OF FLOWER MOUND, TEXAS

By: _____
Name: _____
Title: _____
Date: _____