

Town Council Regular Meeting



July 20, 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.

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGES

D. PRESENTATION(S)

E. PUBLIC COMMENT

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

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

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

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

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Independence Fest
 - b. Employee Service Recognition
 - c. Introduction to Flora

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. July 30 and August 1 - Strategic Plan Retreat
2. August 3 - Regular Meeting
3. August 13 - Work Session

J. CONSENT ITEM(S)

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

1. Minutes 7/6 - Consider approval of the minutes from a regular meeting held on July 6, 2026.
2. Cardiac Monitor Supplies - Consider approval of the purchase of heart monitor supplies from Zoll Medical through NPPGov Contract #PS25850 with an annual expenditure of \$25,000.00 for the duration of the contract expiring February 9, 2030, and authorization for the Mayor to execute same on behalf of the Town.
3. VERF Vehicle Purchase - Public Works - Consider approval of the purchase of one Caterpillar Wheel Loader model 930 QC from Holt Cat Company through Sourcewell Cooperative Contract # 020223-CAT for the Drainage Division in the total amount of \$255,051.00.
4. VERF Purchase - Ford F350 Cab and Chassis for Fleet Services - Consider approval of the purchase of one Ford F350 Cab and Chassis with Service Body Re-Mount for the Fleet Services Division from Sames Auto Group, utilizing the TIPS Cooperative Contract # 240901, in the amount of \$63,545.00.

K. REGULAR ITEM(S)

1. Wireless Site Marketing Agreement - Consider approval of a Site Marketing Agreement with Diamond Towers V LLC to exclusively market wireless infrastructure and manage the development of new or expanded wireless communication infrastructure on specific Town-owned properties for a period of

three (3) years, and authorization for the Mayor to execute same on behalf of the Town.

2. WWTP PTA Construction Agreement - Consider approval of a Construction Agreement with GDC Industrial, Inc. for the Wastewater Treatment Plant Preliminary Treatment Area improvement project, in the amount of \$4,735,820.00; and authorization for the Mayor to execute same on behalf of the Town.

L. WORK SESSION ITEM

1. Review and discuss additional information requested by Town Council regarding the Flower Mound Arts Center.

M. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

N. CLOSED MEETING

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

1. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.
 - a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
 - b. Local Government Code Chapter 552, Municipal Utilities
 - c. Legal issues associated with municipal annexation, and ESD, MUD, and CCN service areas.
 - d. Possible boundary adjustment matter.
2. **Section 551.072: Deliberation Regarding Real Property**
Discuss and consider purchase, exchange, lease or value of real property for parks, trails, 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. Annual Performance Review of Town Secretary.
- b. Municipal Court Prosecutor

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

Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

O. RECONVENE

P. ADJOURN

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on July, 14, 2026, by 5:00 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 Regular Meeting



July 6, 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 6:01 p.m. with the following members present:

Cheryl Moore, Mayor
Adam Schiestel, Mayor Pro Tem
Brian Taylor, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Janvier Werner, Councilmember Place 4
Clare Harris, Councilmember Place 5

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, Chief Strategic Officer

B. INVOCATION

Chaplain Speight gave the invocation.

C. PLEDGES

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

D. PRESENTATION(S)

1. Proclamation- Hometown Hero - Frankie Vaca

Mayor Moore stated the presentation would be rescheduled.

E. PUBLIC COMMENT

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

To speak to Council during public comment, 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

Names listed below do not 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.	Patsy Mizeur	Tax Crunch We Are Being Blamed For!
2.	Murthy Manta	Anenda Item L
3.	Jean Levenick	Budget
4.	Eli Cohen	Sewer Backup
5.	Beth Dilley	Art Center
6.	Bobby Dollak*	Chamber Funding Support

** Indicates person did not wish to speak*

Due to technical difficulties, Mayor Moore called a brief recess at 6:07 p.m.

Mayor Moore reconvened the meeting at 6:10 p.m.

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
There were announcements from the Mayor or Councilmembers regarding:

Mayor Moore:
Independence Fest success and budget remarks.

G. TOWN MANAGER'S REPORT

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

Town Manager, James W. Childers, commented on the meeting audio/visual issues and Town Hall waterline leak.

H. FUTURE AGENDA ITEM(S)

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

There were no requests for future agenda items.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Council members plan to be in attendance at the following meetings: except for Council member Drew will not be present at the July 20th regular meeting.

1. July 20 - Regular Meeting
2. July 30 and August 1 - Strategic Plan Retreat
3. August 3 - Regular Meeting

J. CONSENT ITEM(S)

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

Mayor Moore removed item J.10 for separate consideration.

ACTION: Adam Schiestel moved to approve J.1 through J.9 as presented.
Chris Drew seconded the motion.

AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 6/11 - Consider approval of the minutes from a work session held on June 11, 2026.
2. Minutes 6/15 - Consider approval of the minutes from a regular meeting held on June 15, 2026.
3. DOJ Bureau of Justice Assistance - Bulletproof Vest Partnership - Consider approval of a resolution accepting grant funds from the Department of Justice's Bureau of Justice Assistance for the purchase of bulletproof vests for the Police Department as part of the FY 2025 Bulletproof Vest Partnership.

RESOLUTION NO. 13-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2025 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN'S POLICE DEPARTMENT USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

4. CDBG PY2026 Action Plan - Consider approval of a resolution authorizing the adoption of the Program Year 2026 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. 14-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2026 ACTION PLAN UNDER THE TOWN'S COMMUNITY

DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE PLAN ON BEHALF OF THE TOWN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

5. Testing PSA - Timber Valley Dr and Fairfield Ln Reconstruction - Consider approval of a Materials Testing PSA with Alliance Geotechnical Group, for the materials engineering and testing services associated with the Timber Valley Dr and Fairfield Ln Reconstruction project, in the amount of \$86,640.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Harvard Drive Reconstruction - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction, Inc., for work associated with the Harvard Drive reconstruction project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$863,534.20.
7. Interlocal Agreement with the City of Grapevine - Consider approval of the Interlocal Agreement with the City of Grapevine to provide utility services to the property located at 4300 Lakeside Parkway and 4400 Lakeside Parkway.
8. VERF Vehicle Purchase - Public Works - Consider approval of the purchase of a 2026 Bobcat E88 R2 Excavator from Bobcat Equipment Company through Sourcewell Cooperative Contract # 020223-CEC for the Streets Division in the total amount of \$127,505.81; and authorization for the Mayor to execute same on behalf of the Town.
9. Security Cameras for Utility Sites - Consider approval of an agreement with GTS Technology Solutions, to provide surveillance equipment and installation at the Wastewater Treatment Plant and other utility sites, as part of the Water and Wastewater System Security Implementation Phase II project, through DIR contract CPO-4754, in the amount of \$156,904.15; and authorization for the Mayor to execute same on behalf of the Town.
10. Zoom Phones - Consider approval of the one-time purchase of employee phones and headsets from Presidio Networked Solutions Group, LLC, in the total amount of \$69,368.55; and authorization for the Mayor to execute same on behalf of the Town.

JP Watson, Chief Strategic Officer, gave a presentation identifying or noting:

Current system overview; choice considerations; functionality improvements; implementation; costs, redundancy and integrations.

Town Council and staff discussed reasons for the delay in phone

implementation; licensing G3/G5; training; and redundancy.

ACTION: Brian Taylor moved to approve J.10 as presented. Chris Drew seconded the motion.
AYES: Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

K. REGULAR ITEM(S)

1. Flower Mound Chamber of Commerce Annual Funding and Program Review - Presentation and discussion regarding the Town's Memorandum of Understanding (MOU) with the Flower Mound Chamber of Commerce and request for Council feedback and direction for the FY 2026-2027 budget.

Ray Watson, Director of Economic Development, gave a presentation identifying or noting:

Relationship; financial history; membership/sponsorship; memorandum of understanding; and funding request.

Lori Walker, Chamber President, gave a presentation identifying or noting: Mission; accreditation; partnership; strategic/community investment; support/celebrations/collaborations; memorandum of understanding highlights; and return on impact.

Town Council and staff discussed inflationary costs; healthcare destination; Town Council support/participation/partnership; sales tax/shop local; innovation; collaboration, filling the gap for new/small business; and membership scholarship opportunities.

No action was required for this item.

2. LDR26-0001 - Time-Based Shared Parking - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR26-0001 – Time-Based Shared Parking) by amending Chapter 82, "Development Standards," related to off-street parking. (PZ recommended approval by a vote of 5 to 0 at its June 22, 2026, meeting.)

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

Overview; shared parking use; current code; current examples; shared parking

considerations and recommendations; data; land use categories; demand/uses; demand by uses and time; examples; and proposed shared parking amendments.

Town Council and staff discussed restaurant hours; current time-based shared parking use; steps for existing businesses to begin shared parking.

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.2 as presented. Clare Harris seconded the motion.
AYES:	Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

ORDINANCE NO. 20-26

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE III, "OFF-STREET PARKING AND LOADING," OF CHAPTER 82, "DEVELOPMENT STANDARDS," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SECTION 82-73, "COMPUTING PARKING AND LOADING REQUIREMENTS," AND SECTION 82-78, "PARKING AREA DESIGN," AND CREATING NEW SECTION 82-84, "TIME-BASED SHARED PARKING;" 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. WORK SESSION ITEM

1. Flower Mound Arts Center - Review and discuss the Flower Mound Arts Center proposed facility program and business plan covering governance, programming, operations, and a pro-forma operating budget.

Mr. Childers introduced the item.

Michael Tingley with Hoefer Welker Bora, gave a presentation identifying or noting:

Recommended building program; floor plans and configurations; examples of photos; spaces and project costs; site programs and budget; and recommended scope.

Duncan Webb with Webb Management Services, Inc., gave a presentation identifying or noting:

Business planning; introduction; governance; operating goals; programming plan; facility operations; staffing and leadership; pro-forma operating budget; benchmarking; economic impacts; and next steps.

Town Council, consultants and staff discussed space flexibility; fly space; local comparisons; Hotel Occupancy Tax (HOT); operating costs; annual earnings; projected sales tax revenue; future business; cost recovery options; economic impact to the Town; sales tax projections; long-term HOT tax, current sales tax; potential legislative impact; Voter Approval Tax Rate Election (VATRE); operational costs of the Arts Center; long term impacts/projections to the Town's budget, Tax Increment Reinvestment Zone (TIRZ); and any potential budget areas to cut.

Mayor Moore called a recess at 8:34 p.m.

Mayor Moore reconvened the meeting at 8:41 p.m.

Mr. Childers gave a presentation identifying or noting:

Where we are in the process; decision point; four pathways — pause, ballot, stop, and go.

No formal action is required for this agenda item.

M. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

There are no items for this category.

N. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel,

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

Mayor Moore announced that the Town Council is convening into a closed meeting at 9:10 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

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. Potential boundary adjustment matter

c. Local Government Code Chapter 552, Municipal Utilities

d. Texas Attorney General Op. No. KP-047

2. **Section 551.072: Deliberation Regarding Real Property**

Discuss and consider purchase, exchange, lease or value of real property for parks, trails, 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.

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

Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

O. RECONVENE

The Town Council reconvened into the open meeting at 11:28 p.m.

Action was required as a result of the Closed Meeting.

ACTION:	Chris Drew moved to authorize staff to purchase Right-of-Way Property, in association with the Scenic Road project and to negotiate for the purchase of the Right-of-Way Property up to the settlement amounts; and authorization of the Town Manager, or his designees, to close on the Right-of-Way Property should a settlement be reached, to pay all costs associated with said closing in addition to the purchase price of the Right-of-Way Property, and to execute all necessary documents at closing on behalf of the Town. Janvier Werner seconded the motion.
AYES:	Janvier Werner, Adam Schiestel, Chris Drew, Brian Taylor, Clare Harris
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

P. ADJOURN

Mayor Moore adjourned the meeting at 11:29 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: July 20, 2026

FROM: Paul Henley, Fire Chief

ITEM: Consider approval of the purchase of heart monitor supplies from Zoll Medical through NPPGov Contract #PS25850 with an annual expenditure of \$25,000.00 for the duration of the contract expiring February 9, 2030, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: The Fire and Emergency Services Department currently has fifteen (15) Zoll Medical cardiac monitors. These monitors require some consumable items such as pads and cuffs as well as replacement batteries. These supplies were previously purchased from Zoll under NPPGov contract #PS20200 which expired in 2026 and has been replaced by contract # PS25850 through February 2030. The department's total expenditure over the life of the contract is estimated at \$75,000.00 with an annual expenditure of \$25,000.00. These supplies are necessary to ensure our heart monitors remain in peak condition for response to medical emergencies.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$25,000.00 annually

Proposed Expenditure/(Revenue)
\$25,000.00

Account Number(s):
100-660-61000-2090

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Zoll NPPGOV #PS25850

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

Company Information

ZOLL Medical Corporation, an Asahi Kasei Group company, develops and markets medical devices and software solutions that help advance emergency care and save lives, while increasing clinical and operational efficiencies. With products for defibrillation and monitoring, circulation and CPR feedback, data management, fluid resuscitation, and therapeutic temperature management.

Products on Contract

- Medical life support equipment, ventilators
- Medical monitors, defibrillators and diagnostics
- Medical products and supplies
- Software and data solutions for public safety and healthcare

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency:
League of Oregon Cities

RFP #2535

CONTRACT TERM

Contract #PS25850
Effective Date: 02/10/26
Initial Term Expiration: 02/09/30
Possible Extensions Through: 02/09/31

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support



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

DATE: July 20, 2026

FROM: Manuel Palacios, Assistant Director of Public Works

ITEM: **Consider approval of the purchase of one Caterpillar Wheel Loader model 930 QC from Holt Cat Company through Sourcewell Cooperative Contract # 020223-CAT for the Drainage Division in the total amount of \$255,051.00.**

BACKGROUND: The Public Works Department Drainage Division is requesting the purchase of one Caterpillar Wheel Loader model 930 QC with other options in the amount of \$255,051.00. This unit will be purchased through Sourcewell Cooperative Contract # 020223-CAT. This equipment purchase replaces Unit 9410-31, a 2011 Case Wheel Loader assigned to Drainage and ROW Division, and is part of the approved Fiscal Year 2025–26 Vehicle and Equipment Replacement Fund (VERF). This request is in accordance with the Fleet Department's recommendations.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$255,051.00

Proposed Expenditure/(Revenue)
\$255,051.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Requisition
2. Flower Mound Updated 930 Quote
3. Bid Award Recommendation
4. Image

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 6/25/2026
 Suggested Vendor: Holt Cat
 Contact (if known): Ryan Hinojosa
 Address (if available): _____
 Phone/Fax: 817-692-8102



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$250,000.00	1	Caterpillar 930 Wheeled Loader	\$255,051.00	\$255,051.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$255,051.00

Name/Phone Ext.: _____
 Approved By: Ty Bickford #6413
 Unit #(s) to be replaced
 or specify NEW Unit: 9410-31
 Spec Name: CAT Loader

APPROVALS:
 Fleet Manager: Billy Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: Sourcwell 020223

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



DATE: June 26, 2026
QUOTE #:361082-03
This quote expires 60 days from the date issued.

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS RD
FLOWER MOUND, TEXAS 75028-2699
SOURCEWEL ACCOUNT # 77514

ryan.hinojosa@holtcat.com
817-692-8102

One (1) New Caterpillar Inc Model: 930 QC Wheel Loader

LIST PRICE	\$340,098.00
SOURCEWELL CONTRACT 020223 CAT 24%	(\$81,623.52)
ADDITIONAL HOLT DISCOUNT	(\$3,423.48)
TOTAL PURCHASE PRICE	\$255,051.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

FINANCING OPTIONS

Lease Terms

AMOUNT	CASH WITH ORDER	DOCUMENT FEE	BALANCE TO LEASE	TERM	RATE	MONTHLY PAYMENT	OPTIONAL BUY-OUT
\$255,051.00	\$0.00	\$400.00	\$255,451.00	3(annual)	4.99	\$89,328.41	\$1.00
\$255,051.00	\$0.00	\$400.00	\$255,451.00	4(annual)	4.99	\$68,600.09	\$1.00
\$255,051.00	\$0.00	\$400.00	\$255,451.00	5(annual)	4.99	\$56,182.73	\$1.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance

OPTIONS:

Extended Warranty

930-36 MO/1500 HR POWERTRAIN + HYDRAULICS + TECH	\$840.00
930-48 MO/2000 HR POWERTRAIN + HYDRAULICS + TECH	\$1,960.00
930-60 MO/2500 HR POWERTRAIN + HYDRAULICS + TECH	\$2,680.00

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#	PRICE
930 SWL AGGREGATE CFG1	633-0633	\$273,920.00
CHASSIS AR-930	579-7705	\$0.00
ELECTRICAL AR	579-7708	\$0.00
HYDRAULIC AR	579-7710	\$0.00
POWER TRAIN AR	593-8991	\$0.00
INSTALLATION AR	593-8998	\$0.00
ELECTRONICS AR-M	595-9693	\$0.00
PREP PACK, UNITED STATES	593-8900	\$0.00
STANDARD LIFT, COUPLER READY	593-8921	\$715.00
HYDRAULICS, 2V	593-8922	\$0.00
HYDRAULICS, STANDARD	536-5283	\$0.00
STEERING WHEEL, STANDARD	579-7717	\$0.00
JOYSTICK 2V, STEERING WHEEL	593-8915	\$0.00
DIFFERENTIAL, OPEN REAR	333-6529	\$0.00
ENVIRONMENT, STANDARD	579-7720	\$0.00
WEATHER, STANDARD	579-7725	\$0.00
CAB, STANDARD	578-1363	\$3,430.00
AIR CONDITIONING, R134A REF	579-7735	\$0.00
PUSH START, PASSCODE SECURITY	579-7738	\$0.00
CAMERA, REAR VIEW	579-7761	\$0.00
MIRROR, BASE	423-7168	\$0.00
SEAT, DELUXE, TILT AND TELE	593-8962	\$1,395.00
LIGHTS, AUX, HALOGEN	590-8867	\$550.00
LIGHTS, ROADING, HALOGEN, RH	633-0624	\$0.00
STANDARD RADIO (12V)	590-8872	\$965.00
PRODUCT LINK, CELLULAR PLE643	573-8455	\$0.00
TIRES, 20.5R25 MA MS301 ** L3	613-2830	\$6,600.00
FENDERS, STANDARD	593-8950	\$0.00
CTWT, AGGREGATE, 3325LBS, 6PCS	536-3718	\$8,090.00
TOOLBOX AUX, NONE	519-8081	\$0.00
HYDRAULIC OIL, STANDARD	619-8443	\$0.00
LINES, AUX 3RD, NONE	536-5329	\$0.00
RIDE CONTROL	579-7697	\$5,280.00
DECAL,HI VIS STEP,HANDRAIL,LHS	615-9208	\$166.00
BEACON, WARNING, STROBE, AMBER	600-3781	\$383.00
MIRROR, INTERNAL 2X REAR VIEW	623-6438	\$268.00
VISOR, INTERNAL, REAR	342-0215	\$183.00
QUICK COUPLER,FUSION,HIGH VIS	536-5313	\$5,500.00
JUMPER LINES, NONE	536-5339	\$0.00
AS WIP & BOX TOP LEVEL - 930	-0_LO	\$0.00
BUCKET - F3S2527BU	451-1409	\$12,903.00
FORKS - F3S2527FO	538-3866	\$11,486.00
ARM, MATERIAL HANDLING, FUS	510-5071	\$8,264.00

STANDARD EQUIPMENT

POWERTRAIN -Cat C7.1 ACERT engine --Auto Idle shut down feature --Auto Engine RPM --Power modes (Standard and Performance) --Power by range (High power in range 4) --Tier 4 final/Stage V compliant --Turbocharged and aftercooled --Filtered crankcase breather --Diesel particulate filter --Selective catalyst reduction -Dry type air cleaner -Coolant protection to -34C (-29F) -Fuel priming pump, automatic -Fuel Water separator -Differential lock in front axle -Axle seal guards -Enclosed wet disc full hydraulic brakes -Parking brake, electric -Lubed for life driveshafts -Hydrostatic transmission with electronic -control --Operator modes(TC, Hystat, Single Pedal -and Ice) --Directional shift aggressiveness (Fast, -Medium, Slow) --Auto Rimpull control, adjust wheel -torque --Creeper control, adjust ground speed -Single plane cooling package wide 6 fins -per inch density -Hydraulically driven demand cooling fan -S-O-S port,engine,coolant,transmission -oil -

HYDRAULICS -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and fork modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine mode control (fast, medium, slow) -in Fork Mode -Hydraulic response setting (fast, -medium, slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls -Cat Payload 250 hours of Demo -

ELECTRICAL -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24 volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -LED rear stop and turn lights -Heavy duty gear reduction starter -Product Link -Remote jump start post -Resettable main and critical function -breakers -Roading lights front and rear -

OPERATOR ENVIRONMENT -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Push to Start -8 Inch Touch Screen -Jog Dial with Screen Control -Programmable Joystick -Cup holders -External mirrors with lower -parabolic -Ground level cab door release -Hydraulic control lockout -Interior cab lighting, door -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi function control --lights, wipers, turn signal -Suspension seat, fabric -Tilt steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and -intermittent, front -Wet arm wiper washer, rear -Mounting Provision -Gauges --Digital hour meter, odometer and -tachometer --Digital ground speedometer and -direction indicator --Engine coolant temperature gauge --Fuel and diesel exhaust fluid level -indicator --Hydraulic oil temperature gauge -

OTHER STANDARD EQUIPMENT -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage -Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments -1000 hour Service Intervals -(after initial 500) -



Bid Award Recommendation

Date: 6/26/2026 – VERF FY 25-26

Description: **Caterpillar 930 Wheeled Loader**

Qty.: 1

Replaces: 9410-31, a 2011 Case Wheeled Loader – Drainage/ROW

Bidder: Holt Cat, Ryan Hinojosa, 817-692-8102, ryan.hinojsa@holtcat.com
Sourcewell Cooperative Quote 361082-03

Item: 1 – Caterpillar 930 Wheeled Loader as per specs and options identified on
Sourcewell Cooperative Quote 361082-03

Total Cost of Vehicles, Equipment & Installation:

\$255,051.00

It is Fleet Services recommendation to award the bid to **Holt Cat** in the amount of **\$255,051.00** utilizing the **Sourcewell Cooperative Contract 020223**.

Fleet Services Manager

6/26/2026

Date





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

DATE: July 20, 2026

FROM: Billy Sterner, Fleet Services Manager

ITEM: Consider approval of the purchase of one Ford F350 Cab and Chassis with Service Body Re-Mount for the Fleet Services Division from Sames Auto Group, utilizing the TIPS Cooperative Contract # 240901, in the amount of \$63,545.00.

BACKGROUND: The Fleet Services Division is requesting the purchase of one New Ford F350 Cab and Chassis with Service Body Re-Mount and Options as identified on the Sames Auto Group Quote # SAG-5505 dated 7/1/2026, in the amount of \$63,545.00, utilizing the TIPS Cooperative Contract # 240901.

The vehicle purchase replaces Unit 5931-06, a 2011 Ford F350 with Service Body, and is part of the approved Fiscal Year 2025-26 Vehicle and Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$63,545.00

Proposed Expenditure/(Revenue)
\$63,545.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Vehicle-Equipment Purchase Requisition Form
3. Quote
4. Upfitter Info (Incl. in Quote)
5. Pictures of Unit 5931-06

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



Bid Award Recommendation

Date: 7/6/2026 – VERF FY 25-26

Description: **New, Ford F350 DRW, Cab and Chassis with Service Body Re-Mount**

Qty.: 1

Replaces: 5931-06, a 2011 F350 DRW With Service Body – Fleet Svc.

Bidder: Sames Auto Group, Jake Schobinger, 903-513-2316, jakes@sames.net

Item: 1 – New Ford F350 Cab and Chassis with Service Body Re-Mount and options as identified on quote SAG-5505

Total Cost of Vehicles, Equipment & Installation:

\$63,545.00

It is Fleet Services recommendation to award the bid to **Sames Bastrop Ford** in the amount of **\$63,545.00** utilizing the **TIPS Cooperative Contract 240901**.

Fleet Services Manager

7/6/2026

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 7/6/2026
 Suggested Vendor: Sames Bastrop Ford
 Contact (if known): Jake Schobinger
 Address (if available): 1115 State Hwy 71
Bastrop TX 78602
 Phone/Fax: _____



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$63,000.00	1	New F350 DRW With Service Body Re-Mount	63,545.00	63,545.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	63,545.00

Name/Phone Ext.: Sterner 6431
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 5931-06
 Spec Name: Fleet F350 w/Svc Body

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-5505

Date: 7/1/2026

Expires: 10/31/2026

Quote From:

Sames Bastrop Ford, Inc
1115 State Highway 71
Bastrop, TX 78602
Jake Schobinger | jakes@sames.net
Phone: 210.381.8674

Quote For:

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

Vehicle Information

Year	Make/Model	Contract #	Color	Qty	Price	Total
2027	Ford F-350 CC DRW Crew Cab 4x2 179 in. Wheelbase - DRW XL W3G	TIPS 240901	Oxford White	1	\$52,930.00	\$52,930.00

Vehicles Subtotal: \$52,930.00

Est. Delivery: 2027 Ford F-350 CC DRW Crew Cab 4x2 179 in. Wheelbase - DRW XL W3G — Factory Order (60-90 days)

Standard Options: 2027 Ford F-350 CC DRW Crew Cab 4x2 179 in. Wheelbase - DRW XL W3G

- 7.3L DEVCT NA PFI V8 Engine
- 10-Speed Auto Torqshift Transmission
- Preferred Equipment Package 640A
- XL Trim
- Air Conditioning - CFC Free
- AM/FM Stereo MP3/CLK
- LT245/75R17E BSW All-Season Tires
- 3.73 Ratio Non Limited Slip Axle
- 14000# GVWR Package
- 50 State Emissions
- Spare Tire/Wheel & Jack
- Rear View Camera & Prep Kit
- Ford Connected Package - 1 Year Included with Ford App
- Security Package - 1 Year Included
- Front License Plate Bracket
- Vinyl 40/20/40 Seats
- Medium Dark Slate Interior
- Oxford White Exterior
- 179" Wheelbase / 60" CA

Upfitter Information

Upfitter	Quote #	Contract #	Qty	Price	Total
TER Texas	HOU24206	-	1	\$10,115.00	\$10,115.00

Upfitters Subtotal: \$10,115.00

[View attached upfitter quote](#)

Transport Route: 1115 State Highway 71, Bastrop, TX, 78602 to 2121 Cross Timbers Road, Flower Mound, TX, 75028

Transport: \$500.00/vehicle x 241.6 miles = **\$500.00**

PRICING SUMMARY

Vehicles: \$52,930.00	Transport: \$500.00	GRAND TOTAL: \$63,545.00
Options: \$0.00	Trade-In: (\$0.00)	
Upfitters: \$10,115.00		

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.

[View our in-stock vehicles at samesgovfleet.com/inventory](http://www.samesgovfleet.com/inventory)

www.samesgovfleet.com

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Truck Equipment Resource

TER - HOU
PO Box 94 Conroe, TX 77305
Remit to PO Box 62929
Houston TX 77205
United States
936-539-5305

Quote

ADDRESS

Sames Auto Group
6001 San Dario AVE
Laredo TX 78041
United States

Quote # HOU24206
Date 6/26/2026
Expiration Date 7/26/2026
Sales Rep Clint Ferguson Jr.
cferguson@tertexas.com

Claim #
Unit #

VIN #	Year	Make	Model	CA	PO #
		Ford	F-350		
Item	Description	Custom Description			QTY
	*****Disclaimer***** This bed swap is quoted sight unseen and does include any unforeseen issues that may arise or custom fab to fit existing service body, hitch, etc on new chassis. All lighting will be tested before work is started to insure everything works as it should. *****				
TEX9900306	Ford Chassis Harness				1
CAS-C130GE H34HC	13 HP HONDA GAS ENGINE DRIVEN RECIP, 23 CFM@175 PSI, 30 GALLON TANK, ELECTRIC START, BASIC				1
Freight	Freight- Compressor				1
BAL2120-020	50' x 1/2" Air/Water Reel	Installed P/S Rear compartment.			1
Paint-White	Paint Labor and White Paint Materials				10
TERBEDLINE R-CUSTOM	Spray In Bedliner- Load Area including tailgate.				1
Install	Installation -Remove bed from Donor Chassis -Install Bed on New Chassis -Install Compressor/Hose Reel -Install OEM B/U Camera				18
Shop Supplies	Shop Supplies				1

Thank you for the opportunity to quote your project. Please call us today for scheduling.

50% deposit required on all special order items.

Total **\$10,115.00**

Accepted By

Accepted Date

Disclaimer

Truck Equipment Resource is not responsible for any personal belongings, valuables, or other items left inside a vehicle at the time of drop-off. By leaving a vehicle at any of our locations, the customer acknowledges and agrees that all personal property should be removed prior to service, and that Truck Equipment Resource shall be released from any and all liability for loss, theft, or damage to items left inside the vehicle.

Unit 5931-06





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

DATE: July 20, 2026

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Consider approval of a Site Marketing Agreement with Diamond Towers V LLC to exclusively market wireless infrastructure and manage the development of new or expanded wireless communication infrastructure on specific Town-owned properties for a period of three (3) years, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND:

The purpose of this item is to consider approval of a Site Marketing Agreement (SMA) with Diamond Towers V LLC (Diamond) to market select Town-owned properties for potential wireless infrastructure and to coordinate carrier requests aimed at improving identified cellular coverage gaps.

In August 2025, the Town Council requested a future agenda item to discuss cellular service and coverage throughout Town. That discussion occurred during the [October 16, 2025](#) work session, where representatives from major wireless carriers reviewed current service levels, infrastructure limitations, and opportunities to strengthen coverage in key areas of the community. The conversation reinforced that several parts of Town, particularly on the west side and in areas affected by topography, continue to experience coverage challenges.

As part of the Town's broader effort to support improved wireless service, staff worked with Diamond to identify Town-owned locations that would meaningfully address known coverage gaps. Based on that information, the following properties were identified as strong candidates for marketing to wireless providers:

1. Flower Mound Fire Station #2: 4401 Shiloh Rd, Flower Mound, TX 75022
2. Flower Mound Fire Station #6: 6801 Canyon Falls Dr., Flower Mound, TX 76262
3. Gerault Park: 1116 Gerault Rd, Flower Mound, TX 75028
4. Trotter Park: 4551 Cross Timbers Rd, Flower Mound, TX 75028
5. Jake's Hilltop Park: 4975 Timber Creek Rd, Flower Mound, TX 75028
6. Wilkerson Park: 2810 Morriss Rd, Flower Mound, TX 75028
7. Samuel G. Tate Athletic Complex at Furst Ranch: 3900 Haynes Rd, Flower Mound, TX 76262

The Town retains the ability to add or remove Town-owned properties from this list at any time, and any adjustments will be shared with Diamond in line with the agreement.

The proposed SMA provides a structured approach for marketing these locations and coordinating requests for new or expanded wireless facilities on Town property. The SMA does not authorize construction of new towers. Any new tower proposed under this agreement would continue to require Town Council approval through the Specific Use Permit (SUP) process. Diamond also understands

that neighborhood engagement is a Town priority, and any future proposals will require appropriate coordination with adjacent property owners.

If Diamond identifies a carrier for a site that already has an existing wireless structure (such as the Gerault Park locations), the Town may proceed directly to negotiating a lease agreement, as colocations on existing facilities do not require an SUP. All required building and electrical permits would still need to be obtained prior to installation.

Overall, the SMA is intended to streamline communication with the industry, improve responsiveness to resident concerns, and help address longstanding coverage gaps, while maintaining full Council oversight and public transparency at every decision point.

BOARD REVIEW/CITIZEN FEEDBACK: This item does not require review by a Town board or commission. Historically, staff has received negative feedback on cellular coverage from residents in several areas of Town, including Lakeside, the Cross Timbers Conservation Development District, and the Denton Creek District.

ALTERNATIVES: If Council does not approve the SMA, wireless communication companies will bring forward requests as the market demands.

FISCAL IMPACT: The Town will generate revenue only if the SMA results in Council approval of a lease agreement for a specific site. Base rent and revenue sharing are detailed in the attached draft SMA. Any additional financial terms for specific site considerations will be negotiated on an individual, site-specific basis. There are no required Town expenditures associated with execution of the SMA itself.

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

ATTACHMENTS:

1. Draft Agreement

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

SITE MARKETING AGREEMENT

This Site Marketing Agreement (the “**Agreement**”) is made and entered into on the latest date set forth on the signature page below (“**Effective Date**”), by and between Diamond Towers V LLC, a Delaware limited liability company having an address at 120 Mountain Avenue, Springfield, New Jersey 07081 (“**Diamond**”), and The Town of Flower Mound, a Texas home rule municipality having an address at 2121 Cross Timbers Road, Flower Mound, Texas 75028 (“**Entity**”). Diamond and Entity shall each be referred to as “**Party**” and together as “**Parties**.”

WITNESSETH

WHEREAS, this Agreement covers those certain properties, towers, and other structures that are owned, leased, operated, or otherwise controlled by the Entity as designated on the attached Exhibit A, Included Properties, which is incorporated herein by reference for all purposes (each, a “**Property**,” and collectively the “**Properties**”); and

WHEREAS, Entity has determined that a public purpose may be served by the development of wireless communication infrastructure on the Properties; and

WHEREAS, Entity desires to retain Diamond to exclusively market existing wireless infrastructure and manage the development of new or expanded wireless communication infrastructure on the Properties, including existing and newly developed structures for macro sites and small cells. These services will include marketing the Properties to any wireless communication operators or other tenants (each a “**Tenant**” or, if more than one, “**Tenants**”) interested in locating communications equipment on or in (a) existing towers, buildings, rooftops, kiosks, or other existing structures located on the Properties (each, an “**Existing Structure**”) and (b) new structures built on the Properties (each, a “**New Structure**”); and

WHEREAS, Diamond, having expertise in the field of telecommunications site management and development, is agreeable to being Entity’s exclusive representative for purposes of marketing the Properties to potential Tenants as described herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entity and Diamond agree as follows:

Section 1. Engagement:

Entity hereby grants Diamond the exclusive right during the Term, as herein defined, to market the Properties for telecommunication use by Tenants, including without limitation macro site infrastructure and small cell infrastructure. Any Property that Entity wishes to include in Diamond’s exclusive marketing rights is set forth in Exhibit A, Included Properties, attached hereto. The Parties may mutually agree to update Exhibit A from time to time during the Term to add properties to the list of “Properties” for which Diamond will have the exclusive right and license to market hereunder, provided that any such updates to Exhibit A are approved and signed by authorized representatives of each Party. Entity’s Town Manager shall serve as the authorized

representative for Entity for purposes of this Section. Further, Entity reserves the right to remove any Property from the list by notifying Diamond in writing.

Section 2. Duties of Diamond and Entity – Roles and Responsibilities:

- 2.1 Diamond shall, at its sole cost, utilize its sales force to market the Properties to Tenants. The marketing may include the following:

2.1.1 The development and distribution of Entity and Property-specific marketing materials, including presentations and marketing sheets which highlight attributes of the locations and carrier coverage analysis;

2.1.2 Incorporation of the Properties and Existing Structures into Diamond's database for marketing to potential Tenants; and

2.1.3 Meetings with wireless communication companies, including Verizon, AT&T, T-Mobile, Dish Network, and cable companies, among others, to market the Properties.

- 2.2 Following a potential Tenant's indication of interest to colocate or attach wireless communications equipment on a Property, Diamond shall submit information on the potential colocation or attachment to Entity for review, including the form of agreement as follows: (i) a proposed lease/sublease agreement between Entity and Diamond for a colocation on an Existing Structure (a "**Antenna Site Lease Agreement**"), with Diamond leasing space from Entity on the Existing Structure and subleasing or licensing that space to the Tenant pursuant to an agreement between Diamond and Tenant, or (ii) a proposed ground lease agreement (a "**Ground Lease Agreement**") between Entity and Diamond for a colocation of a New Structure with Entity leasing an agreed upon portion of the applicable Property to Diamond for the construction, ownership, operation, and maintenance by Diamond of any such New Structure. The terms Antenna Site Lease Agreement and Ground Lease Agreement may collectively be referred to as the "**Leases**" or individually as a "Lease.") In each of romanette (i) and (ii) above, Diamond will be granted a leasehold interest in the applicable Property, subject to the terms and conditions herein. Whether or not to accept any Lease and any amendment to such Lease(s), and on what terms, shall be in the sole discretion of Entity. Nothing herein shall require Entity to enter into any Lease or other agreement. No Lease or other agreement shall be effective unless and until all requisite approvals have been received by Entity including, as necessary, approval of its governing body. Diamond acknowledges that any Lease provided herein is an ancillary use of Entity's Property, and nothing in this Agreement shall interfere with the Property's use for Entity's purposes. Entity, by and through its governing body, retains ultimate and exclusive authority to control all aspects of the Property's use, including the right to determine at any time that a Property may be withdrawn from consideration for a Lease transaction.

- 2.3 In relation to any opportunity generated under this Agreement, Diamond shall provide Entity services including consulting, project management, regulatory and zoning approvals, community outreach; site management; existing tenant management (if applicable) site administration; and any other services agreed between the Parties. Diamond shall be responsible for compliance with all applicable local, state, and federal laws and regulations related to use of all Properties pursuant to this Agreement.
- 2.4. Diamond shall provide Entity with quarterly reports regarding the status of Diamond's marketing efforts for each of the Properties. Such reports may be delivered in writing or presented verbally. To the extent applicable, each quarterly report shall include:
- a. a summary of the marketing activities conducted during the preceding quarter;
 - b. identification of prospective Tenants contacted, solicited, or otherwise engaged during the preceding quarter;
 - c. the status of any ongoing discussions, negotiations, or other communications with prospective Tenants;
 - d. a summary of site visits conducted by Diamond or its representatives in connection with marketing the Properties; and
 - e. notice of any known conditions or issues that may adversely affect the marketability of a Property, including, without limitation, access restrictions, structural conditions, or other material impediments.

Section 3. Access to the Properties:

- 3.1 Entity acknowledges that, for Diamond to perform its duties, Diamond and its agents will require access to the Properties. Diamond shall have the right, upon prior notice to and written approval of Entity, email sufficient, as set forth herein, to grant access to and from the Properties to Diamond's employees and agents, and any Tenants, so long as the same does not interfere with Entity's use of the Properties and is for the purposes of facilitating Diamond's rights and obligations under this Agreement. When accessing any Property, Diamond, its employees, agents, and any Tenants shall comply with all Entity safety, security, and access protocols and requirements. Diamond shall provide Entity's designated contact (as listed in this agreement or as may be updated by Entity in writing) with at least seventy-two (72) hours' written notice prior to accessing any Property. Entity shall provide any safety, security, and access protocols for such Property to Diamond upon such request for access.

Entity Contact for Property Access: Tommy Dalton
Assistant Town Manger
Ph: 972-874-6000

Section 4. Term and Compensation:

- 4.1 The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in effect for a period of three (3) years following the Effective Date (the “**Initial Term**”). This Agreement may be extended for an additional three (3)-year term (“**Extension Term**”) upon the mutual, written consent of Entity and Diamond, including receipt of all requisite approvals. The Initial Term and Extension Term may be collectively referred to as the “**Term**.”
- 4.2 Entity shall have no obligation to compensate Diamond for any services performed pursuant to this Agreement. Diamond shall be responsible for all costs incurred in performance and shall have no right to reimbursement from Entity for any of its expenses, including without limitation expenses incurred for securing necessary permits and approvals to construct or install wireless communication equipment and related structures. Diamond acknowledges that it has received consideration for the performance of its obligations under this Agreement by virtue of the right granted to enter potential Lease transactions.
- 4.3 The compensation owed by Diamond to Entity related to any Lease shall be as further described in Exhibit B, attached hereto and a made a part hereof. Diamond’s payment of any compensation to Entity will be as set forth in the applicable Lease.

Section 5. Insurance:

- 5.1 Diamond shall maintain in full force and effect throughout the Term commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which insurance shall name Entity as an additional insured.
- 5.2 Diamond shall purchase and maintain Workers’ Compensation as required by Texas law and Employer’s Liability insurance.
- 5.3 Diamond shall purchase and maintain business automobile liability insurance, applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death to any one person, and for property damage on account of any one occurrence. The policy shall insure any vehicle used in connection with Diamond’s obligations under this Agreement.
- 5.4 Diamond shall purchase and maintain professional liability insurance that will cover all acts, errors, or omissions and breach or disclosure of personal information by Diamond in the amount of \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000.
- 5.5 Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout the Term, furnish to Entity certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above

requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. Diamond shall provide thirty (30) day notice of cancellation of or material changes to any insurance required herein to Entity. A material change in insurance shall include only a nonrenewal of coverage by the insurer, reduction in coverage or policy limits, material modification of coverage, or any other change that would adversely affect the insurance required hereunder.

- 5.6 All insurance carriers will carry and A.M. Best rating of A- or better and be of a financial size category of VIII or larger and be authorized to do business in Texas.
- 5.7 A "Waiver of Subrogation" in favor of Entity shall be provided for each insurance required herein.

Section 6. Indemnification:

Diamond agrees to indemnify, defend, and hold Entity harmless from and against any and all third party claims, injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) incurred by or asserted against Entity arising from Diamond's negligent acts or omissions, or Diamond's intentional acts, related to the activities set forth in this Agreement. Notwithstanding the foregoing, to the extent permitted by law, Diamond's obligations under this Section shall not apply to any claim or liability to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to be based upon the negligence, recklessness, or willful behavior of Entity.

Section 7. Termination:

- 7.1 **Termination for Default.** In the event of a material breach of this Agreement (a "Default") by either Party, the non-defaulting Party shall provide the defaulting Party with a written notice of said Default, providing the defaulting Party with at least thirty (30) days to remedy said Default; provided, however, that if any such Default is not capable of being cured within the requisite period of time, then so long as the Party charged with the Default has diligently pursued such cure of the Default within the prescribed period and continues to diligently pursue cure, such Party shall be given the reasonably necessary time, as determined in the reasonable discretion of the non-defaulting party, to cure the Default. If the Default continues after said cure period, the non-defaulting Party may immediately terminate this Agreement.
- 7.2 **Termination by Entity:** Entity may terminate this Agreement upon ninety (90) days' written notice to Diamond if (i) within three (3) years of the Effective Date, Diamond's marketing efforts have failed to yield any executed Lease agreements with Tenants regarding the Properties or (ii) the needs of Entity require other use of the Properties as determined in Entity's sole discretion. Termination of this Agreement pursuant to this Section 7.2 shall not terminate any active Leases, which Leases may only be terminated by their own terms. Notwithstanding the foregoing, and to the extent such termination is not due to subsection (ii) above, if

Diamond has received written interest from a Tenant to collocate on a Property within three (3) years of the Effective Date, Diamond shall be entitled to continue working with such Tenant, post termination, to finalize a Lease. Such Lease shall remain subject to the terms and conditions of this Agreement. Diamond shall be required to provide evidence of all such prior negotiations to Company via email.

7.3 **Termination for Convenience:** Entity may terminate this Agreement upon one hundred and eighty days' (180) days written notice to Diamond. Following notice of termination under this Section 7.3, Diamond may continue to pursue only those site-specific opportunities for which, prior to the date of the notice of termination, Diamond has provided evidence of prior negotiations to Company via email..

Section 8. Successors and Assigns:

This Agreement may not be transferred or assigned by Diamond without the express written consent of Entity. To the extent permitted by law and if a transfer or assignment is agreed to by Entity, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Entity and Diamond.

Section 9. Entire Agreement:

This Agreement and the related agreements referred to herein and attached hereto constitute the entire agreement between the Parties with respect to the subject matter herein and shall supersede all prior agreements and understandings, oral or written, between the Parties hereto concerning the subject matter of this Agreement. No Party has made any oral or written representation other than those set forth in this Agreement, and no Party is entering into this Agreement in reliance on any representation other than those set forth in this Agreement.

Section 10. Notices:

Any notice, approval, waiver, objection, or other communication ("Notice") required or permitted to be given hereunder or given in regard to this Agreement by one Party to the other shall be in writing and the same shall be given and be deemed to have been served and given: (a) if hand delivered, when delivered in person to the address set forth hereinafter for the Party to whom notice is given; (b) if mailed United States mail, postage prepaid, by Certified Mail, Return Receipt Requested, when delivered; or (c) if by overnight delivery by a nationally recognized courier, when received by the other Party. Any Party may change its address for notices by notice theretofore given in accordance with this Section 10:

If to Entity, to:

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas, 75028
Attn: Town Manager's Office, Tommy Dalton

If to Diamond, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

Section 11. Headings:

The headings within this Agreement are intended solely for the convenience of reference and shall not be considered in construing this Agreement.

Section 12. Governing Law:

This Agreement shall be governed in accordance with the laws of the State of Texas, without regard to that State's conflicts laws. If legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

Section 13. Representations and Warranties:

- 13.1 Each Party represents and warrants to the other Party that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Party and is enforceable in accordance with its terms.
- 13.2 Diamond represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the contract, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2271.
- 13.3 Diamond represents and warrants that (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2274.
- 13.4 Diamond verifies that (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this

Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2272.

Section 14. Public Information Act. Diamond acknowledges that Entity must and will comply with Texas Government Code, Chapter 552, the Texas Public Information Act (“PIA”) in the release of information, including this Agreement, any Lease, and any information which may be received or produced under this Agreement. Entity will use commercially reasonable efforts to notify Diamond if a request for public information is received which may require Entity to disclose any portion of the information provided by Diamond or any other material that Diamond has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow Diamond the opportunity to seek to protect such materials from public disclosure. However, Diamond acknowledges and agrees that Entity (i) is not obligated to assert or argue on behalf of Diamond that any information provided to Entity is exempt from disclosure, (ii) will disclose information when required by the PIA, and (iii) shall not be liable for the disclosure of any information submitted by Diamond.

Section 15. Limitation on Damages. Neither Party, nor any of the Parties’ respective parents, subsidiaries, affiliates, governing body members, directors, officers, partners, shareholders, members, employees, agents, successors, or permitted assigns, will be liable for any special, incidental, indirect, exemplary, punitive or consequential damages of any kind whatsoever, including lost profits, lost revenues, lost data, and other economic losses, however caused and regardless of whether such damages are foreseeable or whether a Party has been advised of their possibility. These limitations on damages will apply regardless of whether the liability arises out of breach of contract, tort, indemnity, or any other theory.

Section 16. Immunity Retained. Diamond and Entity hereby acknowledge and agree that Entity is entering into this Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of Entity, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Entity’s governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.

Section 17. Rights Retained. Entity expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in the Agreement requiring Entity to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Town, or requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect.

IN WITNESS WHEREOF, this Agreement shall become effective on the Effective Date:

ACCEPTED BY:

The Town of Flower Mound

BY: _____

PRINT NAME: Cheryl Moore

TITLE: Mayor

DATE: July 20, 2026

ACCEPTED BY:

Diamond Towers V LLC

BY: _____

PRINT NAME: Michael G. Brett

TITLE: COO

DATE: _____

EXHIBIT A
Included Properties

- Flower Mound Fire Station #2: 4401 Shiloh Rd, Flower Mound, TX 75022
- Flower Mound Fire Station #6: 6801 Canyon Falls Dr., Flower Mound, TX 76262
- Gerault Park: 1116 Gerault Rd, Flower Mound, TX 75028
- Trotter Park: 4551 Cross Timbers Rd, Flower Mound, TX 75028
- Jake's Hilltop Park: 4975 Timber Creek Rd, Flower Mound, TX 75028
- Wilkerson Park: 2810 Morriss Rd, Flower Mound, TX 75028
- Samuel G. Tate Athletic Complex at Furst Ranch: 3900 Haynes Rd, Flower Mound, TX 76262

EXHIBIT B **Compensation**

Existing Structures

The compensation owed by Diamond to Entity related to any Colocation Agreement on an Existing Structure shall be 75% of the gross monthly rents actually collected by Diamond from Tenant(s) ("Colocation Rent"). Diamond's payment of the Colocation Rent to Entity will be as set forth in the Colocation Agreement.

New Structures

Should Diamond construct a New Structure on a Property, Diamond shall pay to Entity the greater of a monthly base fee of \$1,500 escalating at 3% annually or 40% of Gross Receipts, as hereinafter defined, actually received by Diamond from the first Broadband Tenant. For any Tenants after the first Broadband Tenant, as hereinafter defined, installed on the New Structure, Diamond shall pay to Entity the greater of a monthly base fee of \$825 escalating at 3% annually or 30% of Gross Receipts. Diamond will pay an additional \$15,000 to Entity once (i) the building permit for the Tower is issued, (ii) the initial Tenant lease is fully executed and (iii) construction of the Tower commences. All the payments described in this paragraph are collectively referred to as the "New Structure Rent".

Broadband Tenant

Verizon, AT&T, and T-Mobile, and their respective successors and assigns, shall each be considered a "Broadband Tenant" for purposes of this Section.

Gross Receipts

"Gross Receipts" means all rents, licenses, and other fees (but excluding third-party reimbursements for utilities, taxes, structure modifications and similar expenses incurred by Diamond) actually received by the Diamond from a Tenant pursuant to a particular sublease or sublicense during the applicable month. In no event shall Diamond have the right to deduct its expenses from Gross Receipts. If, during any given month, a Tenant does not pay any fees to Diamond, then it shall cease to be a Tenant and Entity shall not be eligible for any rent relating to that Tenant for that month. Notwithstanding the foregoing, in the event a Tenant pays their rent and/or fees to Diamond late in a given month, Diamond shall be obligated to pay Entity the revenue share associated with such payment with the following month's Colocation Rent payment.

Effect of Termination

For the avoidance of doubt, upon expiration or earlier termination of this Agreement, Diamond will remain entitled to continue receiving its percentage of the gross monthly revenue received from any Tenants subject to the revenue share arrangements described above and subject to the terms of the applicable Lease or other agreement with Entity, and will remain obligated to continue paying Entity its share of such revenue sharing payments, until all applicable Leases or Tenant Agreements expire or are terminated in accordance with their terms, as the case may be, and all

applicable Tenants cease paying Colocation Rent, New Structure Rent, and other applicable payments. This paragraph shall survive the termination of this Agreement.

Audit Rights

Diamond shall maintain and preserve, or cause to be maintained and preserved, at 120 Mountain Avenue, Springfield, New Jersey 07081, or such other address as Diamond designates to Entity from time to time, according to generally accepted accounting practices for the type of business conducted by Diamond, full, complete, and accurate books, records, and accounts of its Gross Receipts. Diamond shall not be required to preserve any books, records, or accounts for more than two (2) years after the end of each calendar year. Upon giving Diamond reasonable advance notice, and a maximum of one (1) time per calendar year, Entity or its agents, at Entity's sole cost and expense, may inspect all books, records, and accounts in Diamond's possession which relate solely to Gross Receipts for any applicable calendar year at any time during normal business hours and normal working days and audit all of Diamond's books, records, and accounts relating solely to Gross Receipts ("Annual Audit"). Alternatively, in lieu of a personal inspection in Springfield, New Jersey by Entity, Entity shall be entitled to request that Diamond share all relevant documents, for the Annual Audit, by securely displaying the requested documents electronically through a live screen-sharing session or comparable real-time electronic viewing method. Entity's review shall be limited to viewing the documents during the live session. Entity, its agents, employees, contractors, and representatives shall not photograph, screenshot, screen record, download, scan, print, copy, reproduce, or otherwise retain any image or copy of the displayed documents, in whole or in part. If the Annual Audit concludes, in good faith, that the amount of Gross Receipts paid by Diamond to Entity under this Agreement for any calendar year was more than three percent (3%) in error, then, Diamond shall be responsible for the cost of the audit.



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

DATE: July 20, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of a Construction Agreement with GDC Industrial, Inc. for the Wastewater Treatment Plant Preliminary Treatment Area improvement project, in the amount of \$4,735,820.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On May 19, 2026, bids were received and opened for the Wastewater Treatment Plant Preliminary Treatment Area (PTA) improvements project (Bid# 2026-45-B). GDC Industrial, Inc. submitted the lowest qualified bid of the four responding bidders for a total bid of \$4,735,820.00. GDC Industrial Inc. is the General Contractor for several wastewater treatment plant projects within the North Central Texas area. References have been contacted for GDC projects, and each reference provided a positive review. This PTA improvement project was approved as part of the proposed Capital Improvement Plan and is part of the WWTP Master Plan.

The project consists of rehabilitating the Wastewater Treatment Plant's existing PTA equipment. The PTA is the initial processing stage of the wastewater treatment plant. Its primary purpose is to remove large debris, heavy organic solids, and oils from raw sewage to protect downstream mechanical equipment from clogging and abrasive wear. Proposed work includes replacement of the mechanical fine screens and washer compactor pre-purchased by the Town, replacement of grit pumps and motors, deteriorated piping and chutes, grit classifier replacement, control panels, PLC replacement and electrical improvements.

The PTA facility was constructed in 2000 and all equipment is over 25 years old. Maintenance staff have recorded over 90 unscheduled repair work orders in the past fifteen years, with the severity of these work orders increasing more recently. As equipment ages, replacement parts become obsolete. This means the original equipment manufacturer (OEM) no longer produces or supports those specific components, and it creates a challenge for staff to maintain and keep the PTA equipment in operation. For example, the PTA screens that were originally installed in 2000 both failed, which required treatment plant staff to manually rake and remove raw sewage debris. A temporary fix is in place until the project is complete.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: A decision not to approve the construction agreement would result in continued operational issues with the PTA, which would likely lead to additional PTA equipment failures and possible TCEQ violations.

FISCAL IMPACT: \$4,735,820.00

Proposed Expenditure/(Revenue)

\$4,735,820.00

Account Number(s):

630-970-99250-6180

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

ATTACHMENTS:

1. Bid No. 2026-45-B Verified Bid Tab_Final
2. Construction Agreement
3. Form 1295

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



**Town of Flower Mound
Verified Bid Tabulation**

Bid No: 2026-45-B – Wastewater Treatment Plant Preliminary Treatment Area (PTA) Improvements

Bid Opening: 5/19/2026 at 11:00 AM

Company	Total Base Bid
GDC Industrial, Inc	\$ 4,735,820.00
Schofield Civil Construction, LLC	\$ 5,617,600.00
Felix Construction Company	\$ 6,581,300.00
Urban Infraconstruction, LLC	\$ 6,759,300.00

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

Certified By: Sabrina Zadow Purchasing Manager Town of Flower Mound, Texas	Date: May 21, 2026
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TOWN OF FLOWER MOUND
WASTEWATER TREATMENT PLANT
PRELIMINARY TREATMENT AREA IMPROVEMENT PROJECT

Bid # 2026-45-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 2026, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and GDC Industrial, Inc., a Incorporated Company, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Wastewater Treatment Plant
Preliminary Treatment Area (PTA) Improvement Project,
Bid # 2026-45-B

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

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

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

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

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

the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Four Million Seven Hundred Thirty-Five Thousand Eight Hundred Twenty Dollars and 00 cents (\$4,735,820.00)** 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 Four Hundred Twenty (420) calendar days, and final completion of Four Hundred Fifty (450) 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 _____ and Zero/One Hundredths Dollars (\$000.00) 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 _____ and Zero/One Hundredths Dollars (\$000.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

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

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

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

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

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

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

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

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cheryl Moore, MAYOR

_____(Signature)
_____(Printed Name)
_____(Position)



TOWN COUNCIL AGENDA L.1. WORK SESSION ITEM

DATE: July 20, 2026
FROM: James Childers, Town Manager
ITEM: **Review and discuss additional information requested by Town Council regarding the Flower Mound Arts Center.**

BACKGROUND: The Town of Flower Mound has been actively planning for an Arts Center since 2018, when the Cultural Arts Master Plan first recommended exploring a central hub for arts and cultural programming. Since that time, the Town has completed demand and feasibility studies, evaluated multiple sites, purchased 3.67 acres at the River Walk, extended TIRZ #1 in partnership with Denton County, and completed a preliminary design phase.

At the July 6, 2026 Town Council Work Session, Town Council received a presentation from Hoefer Welker + BORA Architects on the proposed facility program and reviewed the business plan prepared by Webb Management Services covering governance, programming, operations, and a pro-forma operating budget. Following that presentation, Town Council requested additional information on funding options, potential revenues, and additional facility comparisons.

The proposed Arts Center is envisioned as a multi-use facility located on approximately 3.76 acres at 4200 River Walk Drive, supporting a main stage theater, flexible performance spaces, arts education, gallery space, and an outdoor plaza integrated with the River Walk trail system and surrounding retail and restaurant destinations.

Town Staff will conclude the presentation by outlining potential next steps and requesting feedback and/or direction from Town Council.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.