

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

6/1/2020

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

There will be limited seating in Jody Smith Hall to allow for social distancing

Meeting participants may be asked to wait in the lobby until their name is called

Comments regarding any item on this agenda can be sent to the Mayor/Town Council by
Emailing: TownCouncil@flower-mound.com or Calling: 972.874.6005

Please silence or turn off all electronic devices in Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PUBLIC COMMENT

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972-874-6000 during business hours.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

G. FUTURE AGENDA ITEMS

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 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).

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H. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, June 15.

I. CONSENT ITEMS

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

1. Minutes 5/18- Consider approval of the minutes from a regular meeting of the Town Council held on May 18, 2020.
2. Minutes 5/21- Consider approval of the minutes from a regular meeting & work session of the Town Council held on May 21, 2020.
3. Merchant Card Services- Consider approval of a Merchant Card Services Agreement and Merchant Application with Global Payments Direct, Inc. and authorization for the Mayor to execute same on behalf of the Town.
4. ILA-Tarrant County CRF- Consider approval of an Interlocal Cooperation Agreement between Tarrant County and the Town of Flower Mound, which designates a portion of the County's CARES Act funding to the Town for the purpose of reimbursing expenditures associated with its ongoing response to COVID-19; and authorize the Mayor to execute the same on behalf of the Town.
5. Denco Interlocal Agreement- Consider approval of an Interlocal Agreement (ILA) between the Town and Denco Area 9-1-1 District permitting the use of the Denco Emergency Communications Center Annex building by Town staff; and authorization for the Mayor to execute same on behalf of the Town.
6. Street Sweeping Services Bid Award- Consider approval of the award of Bid No. 2020-85-A Street Sweeping Services to Mister Sweeper, LP and to establish an annual unit bid price contract for street sweeping services in an annual estimated amount of \$47,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

J. REGULAR ITEMS

7. MPA19-0004 - Mustang Creek Assist. Liv.- **Public Hearing** to consider an ordinance amending the Master Plan (MPA19-0004 – Mustang Creek Assisted Living) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Flood Plain to either Low Density Residential uses or Medium Density Residential Uses. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 24, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 0 at its May 18, 2020, meeting.)

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8. ZPD19-0012 - Mustang Creek Assist. Liv.- **Public Hearing** to consider an ordinance amending the zoning (ZPD19-0012 – Mustang Creek Assisted Living) from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility, with a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its February 24, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 0 at its May 18, 2020, meeting.)
9. Tree Removal- Mustang Creek Assist. Liv.- **Public Hearing** to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Mustang Creek Assisted Living. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Environmental Conservation Commission recommended approval to remove four (4) of the eight (8) specimen trees requested for removal by a vote of 5-1-0 at its February 4, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 0 at its May 18, 2020, meeting.)
10. LDR19-0010 - Platting Updates- **Public Hearing** to consider an ordinance amending the Land Development Regulations (LDR19-0010 – Platting Updates) by amending Chapter 74 entitled "General Provisions", Chapter 78 entitled "Administration" and Chapter 90 entitled "Subdivisions" of the Town's Code of Ordinances to create a process for assessing project completeness and associated vested rights, as well as project expiration dates, and to clarify review and approval processes for development plans and plats, in compliance with new state regulations. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 11, 2020, meeting.)
11. Lakeside 2 Chapter 380- **Public Hearing** to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Gerault Office Warehouse I, LP

K. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, and 551.087 for consultation with attorney, and to discuss matters relating to real property, and economic development negotiations, as follows:

- a. Consultation with Attorney.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

L. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary

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as a result of the closed meeting.

M. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 29, 2020, at 3:45 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: June 1, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on May 18, 2020.

BACKGROUND INFORMATION: The Town Council held a regular meeting on May 18, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 5.18.20

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 18TH DAY OF MAY 2020, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

[Click here](#) for meeting video link (subject to change)

The Town Council met in a regular meeting with the following members present:

Steve Dixon	Mayor
Sandeep Sharma	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Jim Engel	Councilmember Place 4

with the following member absent:

Ben Bumgarner	Councilmember Place 3
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constituting a quorum with the following members of the Town Staff participating:

Anne Carnes	Executive Assistant
Theresa Scott	Town Secretary (participating remotely solely for the purpose of transcribing the minutes)
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Brandon Barth	Emergency Management Officer
James Hoefert	Environmental Review Analyst

A. CALL MEETING TO ORDER

Mayor Dixon called the regular meeting to order at 6:00 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Chaplain Will Langstaff gave the invocation and Mayor Dixon led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 4100 Broadway	Tom Webb

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 18, 2020**PAGE 2****E. ANNOUNCEMENTS**

Councilmember Pierson mentioned that Councilmember Bumgarner is not present in the meeting and pointed out that the Town doesn't have the technology to have both a live and remote meeting simultaneously and he would like to see that change in the future.

Several members of Council commented about:

- Appreciation for having a live meeting
- Some of the positive things happening in the community during the pandemic
- Importance of shopping local to support businesses in Town because many of them are struggling
- Appreciation for Town staff and all the work being done during the pandemic

F. TOWN MANAGER'S REPORT

There was an update and/or discussion on the following topics:

1. Financial update

Ms. Wallace provided an update on the Town's financial position due to the impact of COVID 19

and she responded to the following questions from Council:

- Is sales tax received quarterly and is there a reporting delay

2. Capital Improvement projects

Mr. Stathatos provided an update on the following projects:

- Morriss Road improvements
- Hwy. 377 improvements

3. Economic Development projects

Mr. Stathatos reported on various new business openings and announced a grant opportunity for certain businesses impacted by COVID 19

Mr. Barth provided a statement of fact regarding Government Abbott's new executive order.

G. FUTURE AGENDA ITEMS

1. There were no request for future agenda items.

H. COORDINATION OF CALENDARS

Mayor Dixon announced the following upcoming meetings:

1. A regular meeting & work session is scheduled for Thursday, May 21.
2. A regular meeting is scheduled for Monday, June 1.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 18, 2020**PAGE 3****I. CONSENT ITEMS**

1. Consider approval of the minutes from a regular meeting of the Town Council held on April 20, 2020.
2. Consider approval of a resolution nominating a candidate for appointment to the Denco Area 9-1-1 District Board of Managers.

RESOLUTION NO. 06-20**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.**

3. Consider approval of a resolution supporting Lewisville Mayor Rudy Durham as the region's primary member and Highland Village Mayor Charlotte Wilcox as the region's alternate member to the North Central Texas Council of Governments Regional Transportation Council (RTC).

RESOLUTION NO. 07-20**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPOINTING A PRIMARY MEMBER AND AN ALTERNATE MEMBER TO THE REGIONAL TRANSPORTATION COUNCIL.**

4. Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor.

RESOLUTION NO. 08-20**A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE TOWN SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

5. Consider approval of an increase to the annual purchase contract for Utility Cut Repairs from Apex Concrete Construction, Inc., from \$65,000.00 to a new total of \$120,000.00.
6. Consider Approval of a Farm Lease Agreement between the Town of Flower Mound and the Wayne Haynes Estate for the lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.
7. Consider approval of a Professional Services Agreement with Plummer Associates, Inc., Inc. for development of a Utility Services Risk and Resiliency Assessment in the amount of \$44,935.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Consider approval of the furnishing and installation of Phoenix G2 - Automated Fire Station Alerting System for Fire Station No. 7 in the amount of \$53,742.06; and authorization for the Mayor to execute same on behalf of the Town.

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9. Consider approval of an amendment to the agreement with LexisNexis for the Desk Officer Reporting System authorized by the Mayor on August 21, 2017, which will reduce the future cost charged to citizens for subsequent reports of previously purchase reports, and which will automatically extend the original contract set to expire on August 21, 2022, by a continuous extension of 12 months, unless terminated; and authorization for the Mayor to execute same on behalf of the Town.
10. Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2020 Coronavirus Emergency Supplemental Funding (CESF) Program; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.

RESOLUTION NO. 09-20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM FOR THE BENEFIT OF THE TOWN OF FLOWER MOUND FOR FISCAL YEAR 2020; ACCEPTING GRANT FUNDS IF AWARDED; AUTHORIZING THE TOWN MANAGER TO ACT ON BEHALF OF THE TOWN OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; AND PLEDGING THAT IF FUNDING IS AWARDED THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL GRANT REQUIREMENTS INCLUDING THE RETURN OF ALL FUNDING RECEIVED IN THE EVENT OF LOSS OR MISUSE OF THE FUNDS.

Deputy Mayor Pro Tem Forest moved to approve by consent Items 1 – 10, as presented in the agenda caption. Mayor Pro Tem Sharma seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, FOREST, ENGEL, PIERSON****NAYS: NONE****ABSENT: BUMGARNER****J. REGULAR ITEMS**

11. Consider approval of a resolution to further extend the Town disaster declaration beyond May 18, 2020, and discussion regarding disaster mitigation measures associated therewith.

Staff Presentation

Mr. Meredith provided background information regarding the declaration and he, or Mr. Stathatos responded to the following questions from Council:

- Clarification regarding the reason why the declaration should be continued
- Does the Town have a number as to what funds would be received from FEMA or the state

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 18, 2020**PAGE 5****Council Discussion**

There was Council discussion regarding:

- Let the citizens decide for themselves what they determine is safe
- Let the Governor continue to be the driving force behind what is best for Texas
- If the declaration is not needed to be reimbursed then there is no need to have an additional document and to simply let it expire

No action taken by Council since there was consensus to let the declaration expire.

12. Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$194,730.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Wallace provided background information regarding the item and she, or Mr. Meredith responded to the following questions from Council:

- Does staff have any concerns regarding funding the rest of the park and the associated maintenance given the timing of next year
- If \$200k is approved for the design what is the actual park going to cost
- Will there be an impact to other future projects planned
- Clarification regarding the use of 4B funds
- When will the Town have the sales tax numbers
- How long would the design process take to complete
- Clarification regarding the calculations for the project

Council Discussion

There was Council discussion regarding:

- Concerns regarding spending money on a plan for a park that we don't know if we'll have the funds for
- How the funds might be needed elsewhere (if the state suspends statutes as it relates to how 4B dollars can be spent)
- How the parks is an important amenity for the community; however, without knowing the real impact of the sales tax, it's difficult to move forward with spending two million dollars for a park that doesn't exist

Deputy Mayor Pro Tem Forest moved to postpone item 12 to June 15, 2020. Councilmember Pierson seconded the motion.

VOTE ON MOTION:**AYES: FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE****ABSENT: BUMGARNER***Motion passed (to postpone)*

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13. Consider approval of the purchase and installation of eleven LED scoreboards for the Bakersfield Park baseball fields, from Nevco Sports LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$77,968.40.

Staff Presentation

Ms. Wallace provided background information regarding this item.

Council Discussion

There was Council discussion regarding:

- Importance of having working scoreboards

Mayor Pro Tem Sharma moved to approve as presented. Councilmember Engel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST****NAYS: NONE****ABSENT: BUMGARNER**

14. Public Hearing to consider an ordinance amending the zoning (Z19-0007- Smith Tract) from Agricultural District (A) uses to Single Family District-10 (SF-10) uses. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 13, 2020, meeting) (The Town Council moved on April 20, 2020, to postpone until the May 18, 2020, meeting.)
15. Consider a request for a Development Plan (DP19-0007 – Smith Tract) to develop a residential subdivision with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances, and subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located north of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 13, 2020, meeting) (The Town Council moved on April 20, 2020, to postpone until the May 18, 2020, meeting.)

Mayor Dixon opened items 14 and 15 at the same time.

Staff Presentation

Ms. Murphy gave a presentation for items 14 and 15 identifying or noting:

- General and detailed location
- Land use and zoning
- Exception request
- Site photos
- Zoning exhibit
- Development plan
- Landscape details

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- Park request

and she, Ms. Wallace, or Mr. Meredith responded to the following questions from Council:

- Where is the board on board fence
- General traffic concerns and clarification regarding the future use of Avionics Road
- Possibility of moving the Avionics median cut (extend the turn lane and remove the median)
- Financial expenditure for adjusting the turn lane
- Legalities associated with straight zoning and how no conditions can be added

Applicant Presentation

Mike Boswell, Toll Brothers, 2665 Virginia Parkway, Flower Mound
Casey Ross, Kimley-Horn, 6100 Warren Parkway, Frisco

Mr. Boswell and Mr. Ross gave a presentation identifying or noting:

- Communication plan
- Today: What the plan looks like
- Questions along the way
- Fencing
- Variance request/variance added (traffic)
- Park adjacencies
- Giving back
- Trees
- Proposed product

and they responded to the following questions from Council:

- Clarification regarding traffic through Shadowridge and the possibility that traffic will cut through this neighborhood
- What are the concerns regarding the creation of the median cut

Mayor Dixon opened the Public Hearing for item 14 at 7:48 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Reggie Smith, 1500 Spinks Rd	None	None

Mayor Dixon closed the Public Hearing for item 14 at 7:51 p.m

Council Discussion

How the 100 ft opening in the median might create more problems than it would solve.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 18, 2020

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Item 14:

Councilmember Pierson moved to approve as presented. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 09-20

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 12.699 ACRES OF LAND SITUATED IN THE W. H. GIBSON SURVEY, ABSTRACT NUMBER 464, FROM AGRICULTURAL DISTRICT (A) USES TO SINGLE FAMILY RESIDENTIAL DISTRICT-10 (SF-10) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: FOREST, SHARMA, ENGEL, PIERSON****NAYS: NONE****ABSENT: BUMGARNER**Item 15:

Councilmember Engel moved to approve as presented. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST****NAYS: NONE****ABSENT: BUMGARNER**

16. Public Hearing to consider a request for a Master Plan Amendment (MPA19-0004 – Mustang Creek Assisted Living) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Flood Plain to Low Density Residential uses, and consider adopting an ordinance providing for said amendment. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 24, 2020, meeting.)
17. Public Hearing to consider a request for rezoning (ZPD19-0012 – Mustang Creek Assisted Living) from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFD) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility, with a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances, and consider adopting an ordinance providing for said amendment. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The

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Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its February 24, 2020, meeting.)

18. Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Mustang Creek Assisted Living. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Environmental Conservation Commission recommended approval to remove four (4) of the eight (8) specimen trees requested for removal by a vote of 5-1-0 at its February 4, 2020, meeting).

Mayor Dixon opened items 16 – 18 at the same time.

Staff Presentation

Ms. Murphy gave a presentation for items 16 – 18 identifying or noting:

- General and detailed location
- Land use and zoning
- Conceptual site plan
- Site photos
- Landscape plan
- Trees
- Proposed elevations

and she, Mr. Hoefert, Mr. Dalton, or Mr. Meredith responded to the following questions from Council:

- Why the two trees couldn't be saved
- Clarification that the slope exception waiver component of the case requires a unanimous vote of the Council members present
- Clarification regarding the zoning request (single family estate versus medium density)
- The legalities associated with precedent as it relates to land use
- Allowable uses currently in existence or in the vicinity

Applicant Presentation

Joe Helmberger Kimley-Horn, 260 East Davis St, McKinney
Renee Ramsey, CEO Mustang Creek Enterprises, 500 Legacy Drive, Plano
Jennifer Alford, Cross Timbers Architects, 4315 Windsor Centre Trail, Flower Mound

Ms. Ramsey, Mr. Helmberger, or Ms. Alford gave a presentation identifying or noting:

- Background information about Mustang Creek
- FAQ's
- Housing types
- Animated video (travel path)
- Setbacks and adjacencies
- Tree removal request

and they responded to questions from Council regarding:

- Clarification regarding the slope exception request

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 18, 2020**PAGE 10**

Mayor Dixon informed the applicant that the project will need four (4) votes to pass given it is a Master Plan Amendment (MPA) and he offered them the option to postpone the item to a future date when all members of Council are present.

Ms. Ramsey pointed out the Master Plan seems obsolete and it needs to be changed since it doesn't apply anymore. For this reason she opted to have the item go forward; however, indicated she would like to reserve the right to change her mind later.

Mayor Dixon opened the Public Hearing for items 16 – 18 at 8:38 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Anne Scales, 3017 High Chapparral Dr	Bill Elton, 5228 Timber Park Dr	None
Doug Fulmer, 5313 Townsend Dr		
Cindy Neander, 3004 High Chapparral Dr		
Bill Jander, 5108 Timber Haven Ct		
Angie Cox, 7616 Emerson Ln		

Mayor Dixon closed the Public Hearing for items 16 – 18 at 8:51 p.m.

Council Discussion

There was Council discussion regarding:

- Concerns regarding a departure from the Master Plan to place a designation that is not consistent with the surrounding property

At 9:20 p.m. the applicant requested to have the MPA item postponed to June 1, 2020. There was Council consensus to do so.

Deputy Mayor Pro Tem Forest moved to postpone items 16, 17, and 18, to June 1, 2020. Councilmember Engel seconded the motion.

VOTE ON MOTION:

AYES: FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

ABSENT: BUMGARNER

Motion passed (to postpone)

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 18, 2020**PAGE 11****L./M. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 9:20 p.m. on May 18, 2020, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, and 551.087 for consultation with attorney, and to discuss matters relating to real property, and economic development negotiations, and reconvened into an open meeting at 9:57 p.m. on May 18, 2020, to take action on the items as follows:

a. Consultation with Attorney.

No action taken.

b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto

Councilmember Pierson moved to approve the acquisition of the drainage easement as discussed in closed session. Deputy Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: PIERSON, ENGEL, SHARMA, FOREST****NAYS: NONE****ABSENT: BUMGARNER**

c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

No action taken.

N ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 9:58 p.m. on May 18, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: June 1, 2020

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting and work session of the Town Council held on May 21, 2020.

BACKGROUND INFORMATION: The Town Council held a regular meeting and work session on May 21, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 5.21.20

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

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2020**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR AND WORK SESSION MEETING HELD ON THE 21ST DAY OF MAY, 2020, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

[Click here](#) for meeting video link (subject to change)

The Town Council met in a regular meeting and work session with the following members present:

Steve Dixon	Mayor
Sandeep Sharma	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Anne Carnes	Executive Assistant
Theresa Scott	Town Secretary (participating remotely solely for the purpose of transcribing the minutes)
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Matthew Woods	Director of Environmental Services
Joelle Hainley	Building Official

A. CALL REGULAR MEETING TO ORDER

Mayor Dixon called the work session to order at 6:00 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Councilmember Pierson gave the invocation and Mayor Dixon led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Don McDaniel, 3801 Hide A Way Ln	Work Session

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

There were no announcements.

F. FUTURE AGENDA ITEMS

There were no requests for future agenda items.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2020**PAGE 2****G. COORDINATION OF CALENDARS**

Mayor Dixon announced the following upcoming meeting:

1. A regular meeting is scheduled for Monday, June 1.

H. CONSENT ITEM

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

1. Consider approval of the minutes from a regular meeting of the Town Council held on May 18, 2020.

Mayor Dixon moved this item to the June 1, 2020, council meeting.

I. ADJOURN REGULAR MEETING (6:05pm)**J. CALL WORK SESSION TO ORDER (6:06pm)**

2. Discuss and receive direction on regulating short-term rentals.

Mr. Dalton gave a presentation identifying or noting:

- Previous discussion summary
- Administration Ordinance
- Ordinance structure
- Regulations
- Code enforcement history
- Types of complaints
- FMPD history
- 3rd party monitoring

and he, Mr. Stathatos, Mr. Woods, or Mr. Meredith responded to the following questions from Council:

- If the Town has existing ordinances that address the complaints identified
- If the police department tracks the applicable complaints already
- Differentiating between homeowner property rights and those owned by a company
- The cost of 3rd party monitoring
- How does staff handle a home with multiple complaints over a five year period – is there a remedy and how is it enforced
- Clarification regarding the notice of violation process

Council Discussion

There was Council discussion regarding:

- The possibility of the Police Department flagging addresses that are short term rental and that information would be known because there would be a permit that identifies such
- Concerns regarding homeowner property rights and if creating a short term rental ordinance is an overreach

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2020**PAGE 3**

- The cost associated with listing a property on a rental site and how most people will do rentals for an extended period to make it cost effective
- Legal concerns regarding some of the regulations
- Advantages of a permit or SUP
- What other cities are doing
- How a ban against short term rentals presents legal concerns and doesn't work
- Adding a process takes more work for little value
- How 60-65% of the Town has an HOA and those bylaws already don't allow short term rentals
- Concerns regarding the appeal process
- How the topic is a dead issue and would like to move on to more pressing matters
- Suggested the Town Attorney provide language that could be presented to HOA's should they wish to take action on the matter

Council Direction

Mayor Dixon summarized that the direction of Council is to:

- Not regulate short term rentals or amend the definition of a boarding house/rooming house in the zoning ordinance to clarify that legislatively it is not a short term rental
- Enforce the ordinances that are already on the books

K./L. CLOSED / OPEN MEETING

The Town Council did not convene into a closed meeting. No action was taken on the following items:

- a. Consultation with Attorney.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

M. ADJOURN WORK SESSION

Mayor Dixon adjourned the work session at 6:55 p.m. on Thursday, May 21, 2020, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: June 1, 2020

FROM: Julie Taylor, Director of Treasury Operations

ITEM: **Consider approval of a Merchant Card Services Agreement and Merchant Application with Global Payments Direct, Inc. and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: Tyler Technologies (Tyler) provides the Town's general ledger and customer relation suite software. Due to regulatory changes affecting merchant card transactions, Tyler has been forced to make changes with how they interact with payment processing vendors and will no longer support the current gateway and merchant card processor the Town utilizes for online utility payments, Authorize.net and Chase Paymentech, respectively. This change is effective June 30, 2020.

Tyler has entered into a sole-source agreement with one of their Preferred Partners, Open Edge, a division of Global Payments Direct, Inc. (Global Payments) This move will eliminate the number of merchant card processor companies interfacing with Tyler products and minimizes security risks for the company and Tyler's clients.

Global Payments, Inc., one of the largest merchant card processors in the world and offers Tyler users all the security features expected from a leading payment processor including: PCI compliance, encrypted card readers and EMV chip readers. Open Edge guaranteed competitive rates and matched the rates the Town currently incurs with the current processor.

For continuity of services for merchant card processing, this agreement will cover all merchant card collection sites for the Town's operations with the exception of the Parks Department which is under agreement with their recreation management software, Active Network, LLC, a division of Global Payments, Inc.

ALTERNATIVES/OPTIONS: If the agreement is denied by the Town Council, customers will not have the ability to make utility payments online.

FISCAL IMPACT: \$230,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$230,000	Object code 53900 Merchant Card fees for all funds.

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: Stacie White of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the card services agreement as to form and legality.

ATTACHMENTS:

1. Proposed Merchant Card Applications
2. Card Services Term & Conditions – Government Agencies

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

Merchant Application

Business Information													
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Utility Billing Online)		Merchant's Legal Name: Town of Flower Mound											
Physical Street Address (No P.O. Box): 2121 Cross Timbers Road		Legal Address: 2121 Cross Timbers Road											
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028											
DBA Phone: (972) 874-6010	Fax:	Corp. Phone: (972) 874-6000	Fax:										
Contact Name at this Address: Allison Fitzgerald		Contact Name at this Address: Julie Taylor											
E-Mail: allison.fitzgerald@flower-mound.com		E-Mail: julie.taylor@flower-mound.com											
Customer Service Phone # (Required for MOTO and Internet merchants only): (972) 874-6010													
Website Address (Required for Internet merchants): www.flower-mound.com													
Merchant Profile		Amex/Visa/MasterCard/Discover Information											
Ticker Symbol: Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☒ Government/Municipality		Market Type: ☐ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☒ E-commerce ☐ Other											
Type of Goods or Services Sold: Utility: Online Payments		Sales Profile (Must equal 100%) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Card Swiped</td> <td style="text-align: right;">0 %</td> </tr> <tr> <td>Manual Keyed with imprint</td> <td style="text-align: right;">0 %</td> </tr> <tr> <td>Mail Order/Telephone</td> <td style="text-align: right;">0 %</td> </tr> <tr> <td>Internet</td> <td style="text-align: right;">100 %</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">100%</td> </tr> </table>		Card Swiped	0 %	Manual Keyed with imprint	0 %	Mail Order/Telephone	0 %	Internet	100 %	Total	100%
Card Swiped	0 %												
Manual Keyed with imprint	0 %												
Mail Order/Telephone	0 %												
Internet	100 %												
Total	100%												
Years in business under current ownership: 59		Federal Tax ID# 7 5 1 3 6 6 2 1 0											
Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No													
Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No How long does customer wait before product is received? _____ % of sales in this category _____ % cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____ Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No Annual Amex/Visa/MC/Discover Sales: <u>\$8,500,000</u> Average Ticket: <u>\$180</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$8,500,000</u>													
Member Bank (Acquirer) Information													
Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834													
Important Member Bank (Acquirer) Responsibilities 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for and must provide settlement funds to the merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.		Important Merchant Responsibilities 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.											
Merchant Resources - You may download "Visa Regulations" from Visa at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf - You may download "MasterCard Rules" from MasterCard at: http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html - You may download additional merchant information from Discover at: http://www.discovernetwork.com/merchants/index.html - You may download "American Express Merchant Operating Requirements" at: https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf		The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.											
Merchant's Signature: X		Name (printed): Steve Dixon											
		Title: Mayor											
		Date											
		 #1											

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☐	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☐	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Merchant FNS# _____			Cash Benefits: ☐ YES ☐ NO		Daily Discount: ☐ YES ☒ NO	

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:	☐ Tiered	☐ Pass-Through Plus	☒ Interchange Plus
_____ Rewards Discount		_____ Pass-Through Plus	
_____ Mid-Qualified Discount			
_____ Non-Qualified Discount			

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

\$ _____ Non-Refundable Application Fee *	\$ _____ Virtual Site Survey Fee *	\$ 15.00 Chargeback Fee *
\$ 0.00 Membership Fee	\$ 2.50 Retrieval Fee *	Monthly Debit Card Membership Fee
\$ 5.60 Monthly Regulatory Compliance Fee	\$ 5.00 Minimum Monthly Discount	Global Transport VT (Recurring Billing)
\$ _____ Annual Association Technology Fee	\$ 0.05 Voice AVS Fee *	Setup Fee *
\$ _____ Global Access @dantage Monthly Fee	\$ 0.00 PCI ASSURE Monthly Fee	Global Transport VT (Recurring Billing)
\$ 0.60 Voice Authorization Fee *	\$ 0.00 PCI ASSURE Non-Compliance	Monthly Fee
\$ 0.20 Batch/ACH Fee *	Fee (monthly)	Global Transport VT (Recurring Billing)
\$ 15.00 Non-Sufficient Fund *	Data Monitoring Fee *	Transaction Fee *
\$ 10.00 Account Maintenance Fee	Other: _____	CE Suite Base Amount
\$ _____ Gateway Monthly Fee	\$ 0.00 Gateway Setup Fee	

Association Fees and Assessments (Per occurrence fees marked with a *)

0.1300%	GP Fee - DISC Assessments *	\$ 0.0550	GP Fee - MC Data Integrity *
0.5500%	GP Fee - DISC Intl Processing *	\$ 0.0025	GP Fee - MC CVC2 *
0.8000%	GP Fee - DISC Intl Service *	0.1300%	GP Fee - MC Assessments *
0.1000%	GP Fee - PayPal Assessment *	0.1400%	GP Fee - MC Assessments Lg Tkt *
\$ 0.0250	GP Fee - PayPal Participation *	0.0200%	GP Fee - MC Acceptance & Licensing *
0.1400%	GP Fee - VISA Assessments-Credit *	0.6000%	GP Fee - MC Cross Bdr Domestic *
0.1300%	GP Fee - VISA Assessments-Debit *	1.0000%	GP Fee - MC Cross Bdr Foreign *
1.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.8500%	GP Fee - MC Acq Program Support *
1.4000%	GP Fee - VISA Intl Svc Assessment *	0.0100%	GP Fee - MC Digital Enablement *
0.4500%	GP Fee - VISA Intl Acquiring *	\$ 1.2500	GP Fee - MC Monthly Fee
\$ 0.1000	GP Fee - VISA Trans Integrity *	0.2500%	GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0195	GP Fee - VISA APF - Credit *	\$ 0.0400	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0155	GP Fee - VISA APF - Debit *	\$ 0.0450	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0395	GP Fee - Visa APF Intl - Credit *	0.4000%	GP Fee - AMEX Inbound *
\$ 0.0355	GP Fee - Visa APF Intl - Debit *	0.1500%	GP Fee - AMEX Network *
\$ 0.0250	GP Fee - VISA AVS Only *	0.3000%	GP Fee - AMEX CNP *
\$ 0.0900	GP Fee - VISA Misuse of Auth *		GP Fee - AMEX Access *
\$ 0.0300	GP Fee - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X N/A

, an individual

← #4

Name (printed):

N/A

Signature of Guarantor (please sign below)

X

, an individual

Name (printed):**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Steve Dixon	Title: Mayor	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9	Home Phone #: (972) 874-6000
Home Address: 2121 Cross Timbers Road			City: Flower Mound	State: TX	Zip Code: 75028
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☒ No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

Routing Number:										DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	1	1	1	0	0	0	6	1	4	754177681	☒	☒	☒	☒	☒	☒
Bank 2											☐	☐	☐	☐	☐	☐
Bank 3											☐	☐	☐	☐	☐	☐
Bank 4											☐	☐	☐	☐	☐	☐

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other: _____

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No

If no, explain: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____ Date: _____

Representative Name: _____ Representative Signature: X _____

Sales Rep Name: _____ Sales Rep Code: 6329 Sales Phone Number: _____ Sales Email Address: _____

Amex annual volume < \$1,000,000 ☒ YES ☐ NO Amex Acceptance ☒ YES ☐ NO Amex Marketing ☒ YES ☐ NO

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ PaperPlatform: ☒ East ☐ Central ☐ Other _____Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity -

Handheld: _____

Total Regular Plates Needed: 1Total Amex Plates Needed: 1Total Plastic Cards Needed: 1Global to schedule download? ☒ Yes ☐ NoGlobal to train? ☒ Yes ☐ No☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Number of TIDS: 1 Product: X-Charge

Third Party Settlement

Term type: XC2 ☐ Terminal ☒ HostGlobal PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Special Instructions:

Y (IC+)

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
	(I have never accepted payment cards.)		
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
	(I have never accepted payment cards.)		
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1: X	Name (printed): Steve Dixon	Title: Mayor	Date: _____	← #7
Merchant's Signature - Owner/Officer Name 2: X	Name (printed): _____	Title: _____	Date: _____	
Merchant's Signature - Owner/Officer Name 3: X	Name (printed): _____	Title: _____	Date: _____	
Merchant's Signature - Owner/Officer Name 4: X	Name (printed): _____	Title: _____	Date: _____	
Signing for Global Payments Direct, Inc.: X	Name (printed): _____	Title: _____	Date: _____	
Signing for Member: X	Name (printed): _____	Name of Member (printed): Wells Fargo Bank	Date: _____	



Merchant Application

Business Information													
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Twin Coves)		Merchant's Legal Name: Town of Flower Mound											
Physical Street Address (No P.O. Box): 5001 Wichita Trail		Legal Address: 2121 Cross Timbers Road											
City, State, Zip: Flower Mound, TX 75022		City, State, Zip: Flower Mound, TX 75028											
DBA Phone: (972) 874-6399	Fax:	Corp. Phone: (972) 874-6000	Fax:										
Contact Name at this Address: Kati Mize		Contact Name at this Address: Julie Taylor											
E-Mail: kati.mize@flower-mound.com		E-Mail: julie.taylor@flower-mound.com											
Customer Service Phone # (Required for MOTO and Internet merchants only): (972) 874-6399													
Website Address (Required for Internet merchants): www.flower-mound.com													
Merchant Profile		Amex/Visa/MasterCard/Discover Information											
Ticker Symbol: Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☒ Government/Municipality Type of Goods or Services Sold: Park Services		Market Type: ☐ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☒ E-commerce ☐ Other											
SIC Code: 9399		Sales Profile (Must equal 100%) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Card Swiped</td> <td style="text-align: right;">0 %</td> </tr> <tr> <td>Manual Keyed with imprint</td> <td style="text-align: right;">0 %</td> </tr> <tr> <td>Mail Order/Telephone</td> <td style="text-align: right;">0 %</td> </tr> <tr> <td>Internet</td> <td style="text-align: right;">100 %</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">100%</td> </tr> </table>		Card Swiped	0 %	Manual Keyed with imprint	0 %	Mail Order/Telephone	0 %	Internet	100 %	Total	100%
Card Swiped	0 %												
Manual Keyed with imprint	0 %												
Mail Order/Telephone	0 %												
Internet	100 %												
Total	100%												
Years in business under current ownership: 59		Federal Tax ID# 7 5 1 3 6 6 2 1 0											
Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No													
Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No How long does customer wait before product is received? _____ % of sales in this category _____ % cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____ Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No Annual Amex/Visa/MC/Discover Sales: <u>\$50,000</u> Average Ticket: <u>\$15</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$50,000</u>													
Member Bank (Acquirer) Information													
Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834													
Important Member Bank (Acquirer) Responsibilities 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for and must provide settlement funds to the merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.		Important Merchant Responsibilities 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.											
Merchant Resources - You may download "Visa Regulations" from Visa at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf - You may download "MasterCard Rules" from MasterCard at: http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html - You may download additional merchant information from Discover at: http://www.discovernetwork.com/merchants/index.html - You may download "American Express Merchant Operating Requirements" at: https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf		The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.											
Merchant's Signature: X		Name (printed): Steve Dixon											
		Title: Mayor											
		Date											
		↩ #1											

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: _____ ↩ #2

Card Services Ts & Cs Government

Entities v2.2020

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☐	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☐	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Merchant FNS# _____			Cash Benefits: ☐ YES ☐ NO		Daily Discount: ☐ YES ☒ NO	

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:	☐ Tiered	☐ Pass-Through Plus	☒ Interchange Plus
_____ Rewards Discount		_____ Pass-Through Plus	
_____ Mid-Qualified Discount			
_____ Non-Qualified Discount			

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

\$ _____ Non-Refundable Application Fee *	\$ _____ Virtual Site Survey Fee *	\$ 15.00 Chargeback Fee *
\$ 0.00 Membership Fee	\$ 2.50 Retrieval Fee *	Monthly Debit Card Membership Fee
\$ 5.60 Monthly Regulatory Compliance Fee	\$ 5.00 Minimum Monthly Discount	Global Transport VT (Recurring Billing)
\$ _____ Annual Association Technology Fee	\$ 0.05 Voice AVS Fee *	Setup Fee *
\$ _____ Global Access @dantage Monthly Fee	\$ 0.00 PCI ASSURE Monthly Fee	Global Transport VT (Recurring Billing)
\$ 0.60 Voice Authorization Fee *	\$ 0.00 PCI ASSURE Non-Compliance	Monthly Fee
\$ 0.20 Batch/ACH Fee *	Fee (monthly)	Global Transport VT (Recurring Billing)
\$ 15.00 Non-Sufficient Fund *	Data Monitoring Fee *	Transaction Fee *
\$ 10.00 Account Maintenance Fee	Other: _____	CE Suite Base Amount
\$ _____ Gateway Monthly Fee	\$ 0.00 Gateway Setup Fee	

Association Fees and Assessments (Per occurrence fees marked with a *)

0.1300%	GP Fee - DISC Assessments *	\$ 0.0550	GP Fee - MC Data Integrity *
0.5500%	GP Fee - DISC Intl Processing *	\$ 0.0025	GP Fee - MC CVC2 *
0.8000%	GP Fee - DISC Intl Service *	0.1300%	GP Fee - MC Assessments *
0.1000%	GP Fee - PayPal Assessment *	0.1400%	GP Fee - MC Assessments Lg Tkt *
\$ 0.0250	GP Fee - PayPal Participation *	0.0200%	GP Fee - MC Acceptance & Licensing *
0.1400%	GP Fee - VISA Assessments-Credit *	0.6000%	GP Fee - MC Cross Bdr Domestic *
0.1300%	GP Fee - VISA Assessments-Debit *	1.0000%	GP Fee - MC Cross Bdr Foreign *
1.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.8500%	GP Fee - MC Acq Program Support *
1.4000%	GP Fee - VISA Intl Svc Assessment *	0.0100%	GP Fee - MC Digital Enablement *
0.4500%	GP Fee - VISA Intl Acquiring *	\$ 1.2500	GP Fee - MC Monthly Fee
\$ 0.1000	GP Fee - VISA Trans Integrity *	0.2500%	GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0195	GP Fee - VISA APF - Credit *	\$ 0.0400	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0155	GP Fee - VISA APF - Debit *	\$ 0.0450	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0395	GP Fee - Visa APF Intl - Credit *	0.4000%	GP Fee - AMEX Inbound *
\$ 0.0355	GP Fee - Visa APF Intl - Debit *	0.1500%	GP Fee - AMEX Network *
\$ 0.0250	GP Fee - VISA AVS Only *	0.3000%	GP Fee - AMEX CNP *
\$ 0.0900	GP Fee - VISA Misuse of Auth *		GP Fee - AMEX Access *
\$ 0.0300	GP Fee - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X N/A

, an individual

← #4

Name (printed):

N/A

Signature of Guarantor (please sign below)

X

, an individual

Name (printed):**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Steve Dixon	Title: Mayor	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9	Home Phone #: (972) 874-6000
Home Address: 2121 Cross Timbers Road			City: Flower Mound	State: TX	Zip Code: 75028
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
Years There:					

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☒ No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

Routing Number:										DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	1	1	1	0	0	0	6	1	4	754177681	☒	☒	☒	☒	☒	☒
Bank 2											☐	☐	☐	☐	☐	☐
Bank 3											☐	☐	☐	☐	☐	☐
Bank 4											☐	☐	☐	☐	☐	☐

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other: _____

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No

If no, explain: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____ Date: _____

Representative Name: _____ Representative Signature: X _____

Sales Rep Name: _____ Sales Rep Code: 6329 Sales Phone Number: _____ Sales Email Address: _____

Amex annual volume < \$1,000,000 ☒ YES ☐ NO Amex Acceptance ☒ YES ☐ NO Amex Marketing ☒ YES ☐ NO

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ PaperPlatform: ☒ East ☐ Central ☐ Other _____Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity -

Handheld: _____

Total Regular Plates Needed: 1Total Amex Plates Needed: 1Total Plastic Cards Needed: 1Global to schedule download? ☒ Yes ☐ NoGlobal to train? ☒ Yes ☐ No☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Number of TIDS: 1 Product: X-Charge

Third Party Settlement

Term type: XC2 ☐ Terminal ☒ HostGlobal PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Special Instructions:

Y (IC+)

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
	(I have never accepted payment cards.)		
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
	(I have never accepted payment cards.)		
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1: X	Name (printed): Steve Dixon	Title: Mayor	Date: _____	← #7
Merchant's Signature - Owner/Officer Name 2: X	Name (printed): _____	Title: _____	Date: _____	
Merchant's Signature - Owner/Officer Name 3: X	Name (printed): _____	Title: _____	Date: _____	
Merchant's Signature - Owner/Officer Name 4: X	Name (printed): _____	Title: _____	Date: _____	
Signing for Global Payments Direct, Inc.: X	Name (printed): _____	Title: _____	Date: _____	
Signing for Member: X	Name (printed): _____	Name of Member (printed): Wells Fargo Bank	Date: _____	

Page 32 of 320
Merchant Additional Location Form

Business Information			
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Fire Department)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 3911 S Broadway Ave		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 874-6270	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Donna Hill	E-Mail: donna.hill@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	

Merchant Profile			
Ticker Symbol Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☐ Government/Municipality		Market Type: ☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other	
Type of Goods or Services Sold: Fire Department		Sales Profile (Must equal 100%)	
SIC Code: 9399		Card Swiped	99 %
		Manually Keyed with imprint	0 %
		Mail Order/Telephone	1 %
		Internet	0 %
		Total	100%
Years in business under current ownership: 59		Federal Tax ID# 7 5 1 3 6 6 2 1 0	

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: \$15,000 Average Ticket: \$110 Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus ☐ Rewards Discount ☐ Pass-Through Plus ☐ Mid-Qualified Discount ☐ Non-Qualified Discount						
Other Fees: *****Fees from the original application also apply to the additional location***** Daily Discount: ☐ YES ☒ NO \$ 0.00 X-CHARGE SUPPORT \$ 10.00 Monthly Statment Fee \$ 5.60 Other: Regulatory Compliance Fee \$ 0.00 PCI ASSURE Monthly Fee \$ Virtual Site Survey Fee \$ 5.00 Other: Monthly Minimum \$ 0.20 Other: Batch Fee \$ 0.00 PCI ASSURE Non-Compliance Fee (monthly) % Amex Access Fee 0.30% Amex Card Not Swiped Fee % Amex System Processing Fee \$ Non-Refundable Application Fee \$ Annual Assoc Tech Fee \$ Monthly Debit Membership Fee \$ Gateway Monthly Fee \$ Gateway Setup Fee \$ Global Transport VT (Rec Billing) Monthly Fee \$ Global Transport VT (Rec Billing) Setup Fee \$ Global Transport VT (Rec Billing) Transaction Fee \$ 0.00 CE Suite Base Amount						

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization			
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form. IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT. By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.			
Merchant's Signature: X _____ Signing for Global Payments Direct, Inc.: X _____ Signing for Member: X _____	Name (printed): Steve Dixon Name (printed): _____ Name (printed): _____	Title: Mayor Title (printed): _____ Name of Member (printed): Wells Fargo Bank	Date: _____ Date: _____ Date: _____

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
										754177681		☒	☒	☒	☒	☒	☒
Bank 2												☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2 ☐ Terminal ☒ Host

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

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Merchant Additional Location Form

Business Information			
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Building Inspections)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 2121 Cross Timbers Road		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 874-6355	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Joelle Hainley	E-Mail: joelle.hainley@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	

Merchant Profile			
Ticker Symbol		Market Type:	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other	
Type of Goods or Services Sold: Building Inspections		SIC Code: 9399	
Years in business under current ownership: 59		Federal Tax ID# 7 5 1 3 6 6 2 1 0	

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: \$300,000 Average Ticket: \$250 Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus _____ Rewards Discount _____ Pass-Through Plus _____ Mid-Qualified Discount _____ Non-Qualified Discount						
Other Fees: *****Fees from the original application also apply to the additional location***** Daily Discount: ☐ YES ☒ NO \$ 0.00 X-CHARGE SUPPORT \$ 10.00 Monthly Statment Fee \$ 5.60 Other: Regulatory Compliance Fee \$ 0.00 PCI ASSURE Monthly Fee \$ _____ Virtual Site Survey Fee \$ 5.00 Other: Monthly Minimum \$ 0.20 Other: Batch Fee \$ 0.00 PCI ASSURE Non-Compliance Fee (monthly) % _____ Amex Access Fee 0.30% Amex Card Not Swiped Fee % _____ Amex System Processing Fee \$ _____ Non-Refundable Application Fee \$ _____ Annual Assoc Tech Fee \$ _____ Monthly Debit Membership Fee \$ _____ Gateway Monthly Fee \$ _____ Gateway Setup Fee \$ _____ Global Transport VT (Rec Billing) Monthly Fee \$ _____ Global Transport VT (Rec Billing) Setup Fee \$ _____ Global Transport VT (Rec Billing) Transaction Fee \$ 0.00 CE Suite Base Amount						

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization			
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form. IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT. By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.			
Merchant's Signature: X _____ Signing for Global Payments Direct, Inc.: X _____ Signing for Member: X _____	Name (printed): Steve Dixon Name (printed): _____ Name (printed): _____	Title: Mayor Title: _____ Name of Member (printed): Wells Fargo Bank _____	Date: _____ Date: _____ Date: _____

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	DDA/Checking Account#: 754177681	Deposit ☒	Discount ☒	Chargebacks ☒	Equipment ☒	Supplies ☒	Misc. Fees ☒
Bank 2											☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2 Third Party Settlement

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

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Merchant Additional Location Form

Business Information			
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Municipal Court)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 4150 Kirkpatrick Lane		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 874-3370	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Lori Gosser	E-Mail: lori.gosser@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	

Merchant Profile													
Ticker Symbol Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		Market Type: ☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other											
Type of Goods or Services Sold: Courts		Sales Profile (Must equal 100%) <table border="1"> <tr> <td>Card Swiped</td> <td align="right">99 %</td> </tr> <tr> <td>Manually Keyed with imprint</td> <td align="right">0 %</td> </tr> <tr> <td>Mail Order/Telephone</td> <td align="right">1 %</td> </tr> <tr> <td>Internet</td> <td align="right">0 %</td> </tr> <tr> <td align="right">Total</td> <td align="right">100%</td> </tr> </table>		Card Swiped	99 %	Manually Keyed with imprint	0 %	Mail Order/Telephone	1 %	Internet	0 %	Total	100%
Card Swiped	99 %												
Manually Keyed with imprint	0 %												
Mail Order/Telephone	1 %												
Internet	0 %												
Total	100%												
SIC Code: 9399		Federal Tax ID# 7 5 1 3 6 6 2 1 0											

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: \$900,000 Average Ticket: \$180 Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus _____ Rewards Discount _____ Pass-Through Plus _____ Mid-Qualified Discount _____ Non-Qualified Discount						
Other Fees: *****Fees from the original application also apply to the additional location*****						
\$ 0.00 X-CHARGE SUPPORT		\$ 10.00 Monthly Statment Fee		\$ 5.60 Other: Regulatory Compliance Fee		\$ 0.00 PCI ASSURE Monthly Fee
\$ _____ Virtual Site Survey Fee		\$ 5.00 Other: Monthly Minimum		\$ 0.20 Other: Batch Fee		\$ 0.00 PCI ASSURE Non-Compliance Fee (monthly)
% _____ Amex Access Fee		0.30% Amex Card Not Swiped Fee		% _____ Amex System Processing Fee		\$ _____ Non-Refundable Application Fee
\$ _____ Annual Assoc Tech Fee		\$ _____ Monthly Debit Membership Fee		\$ _____ Gateway Monthly Fee		\$ _____ Gateway Setup Fee
\$ _____ Global Transport VT (Rec Billing) Monthly Fee		\$ _____ Global Transport VT (Rec Billing) Setup Fee		\$ _____ Global Transport VT (Rec Billing) Transaction Fee		
\$ 0.00 CE Suite Base Amount						

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization			
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form. IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT. By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.			
Merchant's Signature: X _____ Signing for Global Payments Direct, Inc.: X _____ Signing for Member: X _____	Name (printed): Steve Dixon Name (printed): _____ Name (printed): _____	Title: Mayor Title (printed): _____ Name of Member (printed): Wells Fargo Bank	Date: _____ Date: _____ Date: _____

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	DDA/Checking Account#: 754177681	Deposit ☒	Discount ☒	Chargebacks ☒	Equipment ☒	Supplies ☒	Misc. Fees ☒
Bank 2											☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2 Third Party Settlement

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

Page 38 of 320
Merchant Additional Location Form

Business Information			
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Library)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 3030 Broadmoor Lane		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 874-6200	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Sue Ridnour	E-Mail: sue.ridnour@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	

Merchant Profile			
Ticker Symbol		Market Type:	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other	
Type of Goods or Services Sold: Library		SIC Code: 9399	
Years in business under current ownership: 59		Federal Tax ID# 7 5 1 3 6 6 2 1 0	

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: **\$6,000** Average Ticket: **\$15** Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus _____ Rewards Discount _____ Pass-Through Plus _____ Mid-Qualified Discount _____ Non-Qualified Discount						
Other Fees: *****Fees from the original application also apply to the additional location***** Daily Discount: ☐ YES ☒ NO \$ 0.00 X-CHARGE SUPPORT \$ 10.00 Monthly Statment Fee \$ 5.60 Other: Regulatory Compliance Fee \$ 0.00 PCI ASSURE Monthly Fee \$ _____ Virtual Site Survey Fee \$ 5.00 Other: Monthly Minimum \$ 0.20 Other: Batch Fee \$ 0.00 PCI ASSURE Non-Compliance Fee (monthly) % _____ Amex Access Fee 0.30% Amex Card Not Swiped Fee % _____ Amex System Processing Fee \$ _____ Non-Refundable Application Fee \$ _____ Annual Assoc Tech Fee \$ _____ Monthly Debit Membership Fee \$ _____ Gateway Monthly Fee \$ _____ Gateway Setup Fee \$ _____ Global Transport VT (Rec Billing) Monthly Fee \$ _____ Global Transport VT (Rec Billing) Setup Fee \$ _____ Global Transport VT (Rec Billing) Transaction Fee \$ 0.00 CE Suite Base Amount						

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization			
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form. IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT. By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.			
Merchant's Signature: X _____ Signing for Global Payments Direct, Inc.: X _____ Signing for Member: X _____	Name (printed): Steve Dixon _____ Name (printed): _____ Name (printed): _____	Title: Mayor _____ Title (printed): _____ Name of Member (printed): Wells Fargo Bank _____	Date: _____ Date: _____ Date: _____

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	DDA/Checking Account#: 754177681	Deposit ☒	Discount ☒	Chargebacks ☒	Equipment ☒	Supplies ☒	Misc. Fees ☒
Bank 2											☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2 Third Party Settlement

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

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Merchant Additional Location Form

Business Information			
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Library)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 3030 Broadmoor Lane		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 874-6200	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Sue Ridnour	E-Mail: sue.ridnour@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	

Merchant Profile			
Ticker Symbol		Market Type:	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other	
Type of Goods or Services Sold: Library		SIC Code: 9399	
Years in business under current ownership: 59		Federal Tax ID# 7 5 1 3 6 6 2 1 0	

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: **\$1,500** Average Ticket: **\$2** Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus _____ Rewards Discount _____ Pass-Through Plus _____ Mid-Qualified Discount _____ Non-Qualified Discount						
Other Fees: *****Fees from the original application also apply to the additional location***** Daily Discount: ☐ YES ☒ NO \$ 0.00 X-CHARGE SUPPORT \$ 10.00 Monthly Statment Fee \$ 5.60 Other: Regulatory Compliance Fee \$ 0.00 PCI ASSURE Monthly Fee \$ _____ Virtual Site Survey Fee \$ 5.00 Other: Monthly Minimum \$ 0.20 Other: Batch Fee \$ 0.00 PCI ASSURE Non-Compliance Fee (monthly) % Amex Access Fee 0.30% Amex Card Not Swiped Fee % Amex System Processing Fee \$ _____ Non-Refundable Application Fee \$ _____ Annual Assoc Tech Fee \$ _____ Monthly Debit Membership Fee \$ _____ Gateway Monthly Fee \$ _____ Gateway Setup Fee \$ _____ Global Transport VT (Rec Billing) Monthly Fee \$ _____ Global Transport VT (Rec Billing) Setup Fee \$ _____ Global Transport VT (Rec Billing) Transaction Fee \$ 0.00 CE Suite Base Amount						

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization			
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form.			
IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT.			
By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.			
Merchant's Signature: X _____ Signing for Global Payments Direct, Inc.: X _____ Signing for Member: X _____	Name (printed): Steve Dixon Name (printed): _____ Name (printed): _____	Title: Mayor Title (printed): _____ Name of Member (printed): Wells Fargo Bank	Date: _____ Date: _____ Date: _____

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	DDA/Checking Account#: 754177681	Deposit ☒	Discount ☒	Chargebacks ☒	Equipment ☒	Supplies ☒	Misc. Fees ☒
Bank 2											☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
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Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2 ☐ Terminal ☒ Host

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

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Merchant Additional Location Form

Business Information			
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Police Department)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 4150 Kirkpatrick Lane		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 539-0525	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Lavona Burgess	E-Mail: lavona.burgess@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	

Merchant Profile			
Ticker Symbol		Market Type:	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☐ Government/Municipality		☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other	
Type of Goods or Services Sold: Police Department		SIC Code: 9399	
Years in business under current ownership: 59		Federal Tax ID# 7 5 1 3 6 6 2 1 0	

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: \$5,000 Average Ticket: \$30 Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus _____ Rewards Discount _____ Pass-Through Plus _____ Mid-Qualified Discount _____ Non-Qualified Discount						
Other Fees: *****Fees from the original application also apply to the additional location***** Daily Discount: ☐ YES ☒ NO \$ 0.00 X-CHARGE SUPPORT \$ 10.00 Monthly Statment Fee \$ 5.60 Other: Regulatory Compliance Fee \$ 0.00 PCI ASSURE Monthly Fee \$ _____ Virtual Site Survey Fee \$ 5.00 Other: Monthly Minimum \$ 0.20 Other: Batch Fee \$ 0.00 PCI ASSURE Non-Compliance Fee (monthly) % _____ Amex Access Fee 0.30% Amex Card Not Swiped Fee % _____ Amex System Processing Fee \$ _____ Non-Refundable Application Fee \$ _____ Annual Assoc Tech Fee \$ _____ Monthly Debit Membership Fee \$ _____ Gateway Monthly Fee \$ _____ Gateway Setup Fee \$ _____ Global Transport VT (Rec Billing) Monthly Fee \$ _____ Global Transport VT (Rec Billing) Setup Fee \$ _____ Global Transport VT (Rec Billing) Transaction Fee \$ 0.00 CE Suite Base Amount						

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization			
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form. IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT. By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.			
Merchant's Signature: X _____ Signing for Global Payments Direct, Inc.: X _____ Signing for Member: X _____	Name (printed): Steve Dixon Name (printed): _____ Name (printed): _____	Title: Mayor Title (printed): _____ Name of Member (printed): Wells Fargo Bank	Date: _____ Date: _____ Date: _____

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	DDA/Checking Account#: 754177681	Deposit ☒	Discount ☒	Chargebacks ☒	Equipment ☒	Supplies ☒	Misc. Fees ☒
Bank 2											☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2 Third Party Settlement

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

Page 44 of 320
Merchant Additional Location Form

Business Information

Merchant's DBA Name/Outlet Name: Town of Flower Mound (Utility Billing)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 2121 Cross Timbers Road		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 874-6010	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Allison Fitzgerald	E-Mail: allison.fitzgerald@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	

Merchant Profile

Ticker Symbol		Market Type:		Sales Profile (Must equal 100%)											
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other		<table border="1"> <tr> <td>Card Swiped</td> <td align="right">99 %</td> </tr> <tr> <td>Manually Keyed with imprint</td> <td align="right">0 %</td> </tr> <tr> <td>Mail Order/Telephone</td> <td align="right">1 %</td> </tr> <tr> <td>Internet</td> <td align="right">0 %</td> </tr> <tr> <td align="right">Total</td> <td align="right">100%</td> </tr> </table>		Card Swiped	99 %	Manually Keyed with imprint	0 %	Mail Order/Telephone	1 %	Internet	0 %	Total	100%
Card Swiped	99 %														
Manually Keyed with imprint	0 %														
Mail Order/Telephone	1 %														
Internet	0 %														
Total	100%														
Type of Goods or Services Sold: Utility Payments	SIC Code: 4900														
Years in business under current ownership: 59	Federal Tax ID# 7 5 1 3 6 6 2 1 0														

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: \$1,050,000 Average Ticket: \$150 Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000

Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus
 _____ Rewards Discount _____ Pass-Through Plus
 _____ Mid-Qualified Discount
 _____ Non-Qualified Discount

Other Fees: *****Fees from the original application also apply to the additional location***** Daily Discount: ☐ YES ☒ NO

\$ 0.00 X-CHARGE SUPPORT	\$ 10.00 Monthly Statment Fee	\$ 5.60 Other: Regulatory Compliance Fee	\$ 0.00 PCI ASSURE Monthly Fee
\$ _____ Virtual Site Survey Fee	\$ 5.00 Other: Monthly Minimum	\$ 0.20 Other: Batch Fee	\$ 0.00 PCI ASSURE Non-Compliance Fee (monthly)
% Amex Access Fee	0.30% Amex Card Not Swiped Fee	% Amex System Processing Fee	\$ _____ Non-Refundable Application Fee
\$ _____ Annual Assoc Tech Fee	\$ _____ Monthly Debit Membership Fee	\$ _____ Gateway Monthly Fee	\$ _____ Gateway Setup Fee
\$ _____ Global Transport VT (Rec Billing) Monthly Fee	\$ _____ Global Transport VT (Rec Billing) Setup Fee	\$ _____ Global Transport VT (Rec Billing) Transaction Fee	
\$ 0.00 CE Suite Base Amount			

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT.

By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.

Merchant's Signature:	Name (printed):	Title:	Date:
X _____	Steve Dixon	Mayor	
Signing for Global Payments Direct, Inc.:	Name (printed):	Title:	Date:
X _____			
Signing for Member:	Name (printed):	Name of Member (printed):	Date:
X _____		Wells Fargo Bank	

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	DDA/Checking Account#: 754177681	Deposit ☒	Discount ☒	Chargebacks ☒	Equipment ☒	Supplies ☒	Misc. Fees ☒
Bank 2											☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2 ☐ Terminal ☒ Host

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

Page 46 of 320
Merchant Additional Location Form

Business Information

Merchant's DBA Name/Outlet Name: Town of Flower Mound (Building Inspections Online)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 2121 Cross Timbers Road		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 874-6355	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Joelle Hainley	E-Mail: joelle.hainley@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only): (972) 874-6355		Website Address (Required for Internet merchants): www.flower-mound.com	

Merchant Profile

Ticker Symbol		Market Type:		Sales Profile (Must equal 100%)											
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		☐ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☒ E-commerce ☐ Other		<table border="1"> <tr> <td>Card Swiped</td> <td align="right">0 %</td> </tr> <tr> <td>Manually Keyed with imprint</td> <td align="right">0 %</td> </tr> <tr> <td>Mail Order/Telephone</td> <td align="right">0 %</td> </tr> <tr> <td>Internet</td> <td align="right">100 %</td> </tr> <tr> <td align="right">Total</td> <td align="right">100%</td> </tr> </table>		Card Swiped	0 %	Manually Keyed with imprint	0 %	Mail Order/Telephone	0 %	Internet	100 %	Total	100%
Card Swiped	0 %														
Manually Keyed with imprint	0 %														
Mail Order/Telephone	0 %														
Internet	100 %														
Total	100%														
Type of Goods or Services Sold: Building Inspections Online		SIC Code: 9399													
Years in business under current ownership: 59		Federal Tax ID# 7 5 1 3 6 6 2 1 0													

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: **\$1,400,000** Average Ticket: **\$250** Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000

Surcharges: ☐ Tiered ☐ Rewards Discount ☐ Mid-Qualified Discount ☐ Non-Qualified Discount

☐ Pass-Through Plus ☒ Interchange Plus

Other Fees: *****Fees from the original application also apply to the additional location*****

\$ 0.00 X-CHARGE SUPPORT	\$ 10.00 Monthly Statment Fee	\$ 5.60 Other: Regulatory Compliance Fee	\$ 0.00 PCI ASSURE Monthly Fee
\$ Virtual Site Survey Fee	\$ 5.00 Other: Monthly Minimum	\$ 0.20 Other: Batch Fee	\$ 0.00 PCI ASSURE Non-Compliance Fee (monthly)
% Amex Access Fee	0.30% Amex Card Not Swiped Fee	% Amex System Processing Fee	\$ Non-Refundable Application Fee
\$ Annual Assoc Tech Fee	\$ Monthly Debit Membership Fee	\$ Gateway Monthly Fee	\$ Gateway Setup Fee
\$ Global Transport VT (Rec Billing) Monthly Fee	\$ Global Transport VT (Rec Billing) Setup Fee	\$ Global Transport VT (Rec Billing) Transaction Fee	
\$ 0.00 CE Suite Base Amount			

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT.

By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.

Merchant's Signature: X	Name (printed): Steve Dixon	Title: Mayor	Date:
Signing for Global Payments Direct, Inc.: X	Name (printed):	Title:	Date:
Signing for Member: X	Name (printed):	Name of Member (printed): Wells Fargo Bank	Date:

← #1

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	DDA/Checking Account#: 754177681	Deposit ☒	Discount ☒	Chargebacks ☒	Equipment ☒	Supplies ☒	Misc. Fees ☒
Bank 2											☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
-----	-----------------	-----------------	------------

Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Third Party Settlement

☐ Terminal ☒ HostSpecial Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐

Page 48 of 320
Merchant Additional Location Form

Business Information			
Merchant's DBA Name/Outlet Name: Town of Flower Mound (Animal Services)		Merchant's Legal Name: Town of Flower Mound	
Physical Street Address (No P.O. Box): 3950 Justin Road		Legal Address: 2121 Cross Timbers Road	
City, State, Zip: Flower Mound, TX 75028		City, State, Zip: Flower Mound, TX 75028	
DBA Phone: (972) 874-6390	Fax:	Corp. Phone: (972) 874-6000	
Contact Name at this Address: Christine Hastings	E-Mail: christine.hastings@flower-mound.com	Contact Name at this Address: Julie Taylor	E-Mail: julie.taylor@flower-mound.com
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	

Merchant Profile															
Ticker Symbol		Market Type:													
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☐ Government/Municipality		☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other													
Type of Goods or Services Sold: Animal Services	SIC Code: 9399	<table border="1"> <tr> <th colspan="2">Sales Profile (Must equal 100%)</th> </tr> <tr> <td>Card Swiped</td> <td align="right">99 %</td> </tr> <tr> <td>Manually Keyed with imprint</td> <td align="right">0 %</td> </tr> <tr> <td>Mail Order/Telephone</td> <td align="right">1 %</td> </tr> <tr> <td>Internet</td> <td align="right">0 %</td> </tr> <tr> <td align="right">Total</td> <td align="right">100%</td> </tr> </table>		Sales Profile (Must equal 100%)		Card Swiped	99 %	Manually Keyed with imprint	0 %	Mail Order/Telephone	1 %	Internet	0 %	Total	100%
Sales Profile (Must equal 100%)															
Card Swiped	99 %														
Manually Keyed with imprint	0 %														
Mail Order/Telephone	1 %														
Internet	0 %														
Total	100%														
Years in business under current ownership: 59	Federal Tax ID# 7 5 1 3 6 6 2 1 0														

Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No

Annual Amex/Visa/MC/Discover Sales: \$10,000 Average Ticket: \$50 Total Amex/Visa/MC/Discover Sales (multiple locations only): _____

Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.0400 %	\$ 0.0400	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.0400 %	\$ 0.0400	\$ 0.0000
Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus ☐ Rewards Discount ☐ Pass-Through Plus ☐ Mid-Qualified Discount ☐ Non-Qualified Discount						
Other Fees: *****Fees from the original application also apply to the additional location***** \$ 0.00 X-CHARGE SUPPORT \$ 10.00 Monthly Statment Fee \$ 5.60 Other: Regulatory Compliance Fee \$ 0.00 PCI ASSURE Monthly Fee \$ Virtual Site Survey Fee \$ 5.00 Other: Monthly Minimum \$ 0.20 Other: Batch Fee \$ 0.00 PCI ASSURE Non-Compliance Fee (monthly) % Amex Access Fee 0.30% Amex Card Not Swiped Fee % Amex System Processing Fee \$ Non-Refundable Application Fee \$ Annual Assoc Tech Fee \$ Monthly Debit Membership Fee \$ Gateway Monthly Fee \$ Gateway Setup Fee \$ Global Transport VT (Rec Billing) Monthly Fee \$ Global Transport VT (Rec Billing) Setup Fee \$ Global Transport VT (Rec Billing) Transaction Fee \$ 0.00 CE Suite Base Amount						

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization			
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form. IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT. By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.			
Merchant's Signature: X Signing for Global Payments Direct, Inc.: X Signing for Member: X	Name (printed): Steve Dixon Name (printed): Name (printed): 	Title: Mayor Title (printed): Name of Member (printed): Wells Fargo Bank	Date: Date: Date:

Bank Information (Attach Voided Check or Bank Letter):

Bank 1	1	1	1	0	0	0	6	1	4	DDA/Checking Account#: 754177681	Deposit ☒	Discount ☒	Chargebacks ☒	Equipment ☒	Supplies ☒	Misc. Fees ☒
Bank 2											☐	☐	☐	☐	☐	☐

Amex annual volume < \$1,000,000 ☒ YES ☐ NOAmex Acceptance ☒ YES ☐ NOAmex Marketing ☒ YES ☐ NO

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

N/A

Title:

Date:

Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: _____

Pinpad Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

Qty	Hardware Device	Rental/Purchase	Unit Price
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Primary Third Party: _____

Secondary Third Party: _____

Number of TIDS: 1 Product: X-Charge

Term type: XC2 Third Party Settlement

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ _____ # of payments: _____

Special Instructions:
Y (IC+)

Cardholder Data Storage Compliance

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ☒	NO ☐	N/A ☐
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ☐	NO ☒	N/A ☐
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below has experienced an account data compromise.	YES ☐	NO ☒	N/A ☐
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ☐	NO ☒	N/A ☐
Merchant utilizes an EMV enabled terminal	YES ☐	NO ☒	N/A ☐



CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES

1. GENERAL.

- 1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. ***A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").
- 2.3. Provisions regarding debit card services are set forth in section 27 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("**PCI**") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the

truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.
4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.
5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by

such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

- 10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's

terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c)

Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1. *Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.***
- 12.2. *The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.***
- 12.3. *Under no circumstances shall Global Direct or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.***
- 12.4. *It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.***

12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. TERM AND TERMINATION.

13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year (the “**Initial Term**”). The Card Services Agreement will automatically renew for additional one year periods (“**Renewal Term**” or “**Renewal Terms**”, and together with the Initial Term, the “**Term**”) unless Merchant gives 30 days’ advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant’s state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.

13.2. Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant’s default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant’s activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant’s terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant’s average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant’s account(s). If the deposit has already been posted to Merchant’s account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant’s obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant’s expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant’s accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of

any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card

Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. **Class Action Waiver:** *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.*

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: <https://reporting.globalpay.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.
21. **GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
- 27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("**Applicable Laws**") and with all by-laws, regulations, rules,

and operating guidelines of the Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

27.3. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30. **CALLPOP OPENEDGE SERVICES.**

30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover

Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

32. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

33. **AMERICAN EXPRESS CARD ACCEPTANCE.**

33.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

33.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in

American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

- 33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 33.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

34. ELECTRONIC SIGNATURES.

- 34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

35. SURCHARGES/OTHER FEES.

- 35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction

types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

35.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

35.6. Merchant will also be assessed a Discover Network Authorization Fee.

35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant

locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.

- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "**Direct Marketer**" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in

the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: June 1, 2020

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: Consider approval of an Interlocal Cooperation Agreement between Tarrant County and the Town of Flower Mound, which designates a portion of the County's CARES Act funding to the Town for the purpose of reimbursing expenditures associated with its ongoing response to COVID-19; and authorize the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: On May 12, 2020, the Tarrant County Commissioners Court approved the distribution of CARES Act Coronavirus Relief Funds (CRF) to its city partners who did not receive a direct CRF distribution. Using the State's distribution guidelines, the Commissioners Court approved a \$55 per capita municipal CRF funds distribution method for the portion of each city's population residing in Tarrant County.

These funds will be used for expenses the Town incurred directly or may incur due to the COVID-19 pandemic.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$0.00

Proposed (Revenue):	Account Number(s):
(\$20,625.00)	Intergovernmental Revenue
Proposed Expenditure:	Account Number(s):
\$20,625.00	Grant Fund

Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: n/a

ATTACHMENTS:

1. Interlocal Cooperation Agreement for Municipal Direct Expense Funding

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

**INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL DIRECT EXPENSE FUNDING**

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Tarrant County, Texas (the “County”) and the Town of Flower Mound, Texas (the “City”) and shall be effective on the date that the signature of the last party is affixed. The County and the City have reviewed the Agreement, and each make the following findings:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the COUNTY, respectively; and

WHEREAS, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act (“CARES ACT”) providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and

WHEREAS, the COUNTY has received CARES Act funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, on May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES Act funds to provide FIFTY-FIVE DOLLARS (\$55) per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County (“Direct Costs Program”); and

WHEREAS, the 2019 population of the City that resides in Tarrant County, as reported by the North Central Texas Council of Governments, is 375; and

WHEREAS, assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding.

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the County and City agree to the following:

1. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of TWENTY THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$20,625) of its CARES ACT funding (“Municipal Funds”). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. If Municipal Funds are deposited into an interest-bearing account, all interest earned must be used exclusively as outlined in item two below for COVID-19 expenditures already paid and incurred, and for expenditures to assist the City with its ongoing responses to COVID-19 as detailed in the CARES ACT.

2. Use of Municipal Funds. The City may use its Municipal Funds to reimburse itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist with its ongoing response to COVID-19 as detailed in the CARES ACT, the Direct Costs Program, the U.S. Department of Treasury’s Coronavirus Relief Fund (“CRF”) Guidance for State, Territorial, Local, and Tribal Governments, and this Agreement. It is the responsibility of the City to remain informed of and act in accordance with all updates or amendments to CARES ACT and U.S. Department of Treasury CRF Guidance.

3. City's Obligations relating to its Use of the Municipal Funds. The City agrees to:

- a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures related to the COVID-19 emergency;
- b) reimburse and return to the Municipal Funds account within thirty days of notice by County any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City's Municipal Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the County;
- c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement and the CARES ACT. All documentation and the final report of expenditures shall be delivered to the County no later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Costs Program;
- d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;
- e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;
- f) by November 1, 2020, provide to the County a report of all funds the City determines it may be unable to spend prior to December 30, 2020. Any and all of such funds may be collected and redistributed at County's discretion;
- g) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;
- h) acknowledge and recognize that the source of these Municipal Funds is Tarrant County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;
- i) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

4. Reports. The City shall provide to the County, within thirty (30) days of award, a Proposed Budget for use of the funds. The City shall also provide expenditure reports starting 60 days after award and continuing for every 30-day period until December 31, 2020.

5. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

6. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the

CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department.

7. Attorney's Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

8. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a state court of competent jurisdiction in Tarrant County, Texas.

9. No Assignment. The City may not assign this Agreement.

10. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents, and assigns.

11. Amendment. Any amendment of this Agreement must be by written instrument dated and signed by both parties.

12. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

13. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

TARRANT COUNTY, TEXAS

TOWN OF FLOWER MOUND, TEXAS

By: _____
B. Glen Whitley, County Judge

By: _____
City's Authorized Signatory

Date

Printed Name

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

**CERTIFICATION OF
AVAILABLE FUNDS \$ _____**

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: June 1, 2020

FROM: Lavona Burgess, Director of FMPD Support Services

ITEM: **Consider approval of an Interlocal Agreement (ILA) between the Town and Denco Area 9-1-1 District permitting the use of the Denco Emergency Communications Center Annex building by Town staff; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Denco Area 9-1-1 District recently completed construction of an EF-5 tornado rated emergency communications center (known as the “Annex”) to be used by any of the 9-1-1 partners within Denton County. The agreement outlines the relationship and expectations of the Town and Denco with regards to the authorized use of the Denco facility by Town staff. No financial liabilities are required by the Town to utilize this space at this time. The Town has the option of installing server equipment at the Annex for the purpose of redundancy during emergency operations at any time in the future. Any costs related to the install and connection of redundancy servers to existing Town servers will be the responsibility of the Town at that time.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Denco Interlocal Agreement

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

THE STATE OF TEXAS)
)
 COUNTY OF DENTON)

**INTERLOCAL AGREEMENT TO PROVIDE
 BACK-UP ECC, EMERGENCY
 OPERATIONS AND DATA CENTER SPACE**

This Interlocal Agreement (the "Agreement") is entered into by and between Town of Flower Mound, Texas ("Town") and the Denco Area 9-1-1 District ("Denco"), both entities being located in whole or in part in Denton County, Texas, and hereinafter referred to collectively as the "Parties." The Parties execute this Agreement as hereinafter provided, pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act and Texas Government Code Chapter 418, being the Texas Disaster Act of 1975.

WHEREAS, Denco is a duly organized political subdivision of the State of Texas created pursuant to Subchapter D of Chapter 772 of the Texas Health & Safety Code engaged in providing the 9-1-1 equipment and network for emergency services for the benefit of the residents of Denton County; and

WHEREAS, Town provides law enforcement, firefighting, ambulance and emergency services and related services (collectively, the public safety operations) for the benefit of its residents; and

WHEREAS, Denco owns property located at 1076 Princeton Street, Lewisville, Texas 75067 known as the Denco Annex (the "Annex"); and

WHEREAS, the Annex is an ICC-500, EF-5 tornado-rated hardened facility containing a secure data center, backup Emergency Communications Center (ECC), and information technology support space; and

WHEREAS, Town desires to locate mission critical aspects of its Information Technology operations at the Annex in order to enhance the redundancy, uninterrupted service and disaster recovery for its electronic data, communications systems, computer systems and related hardware and software; and

WHEREAS, Town desires to utilize the Annex for operations to create a high availability active/active environment or passive disaster recovery environment; and

WHEREAS, Town desires to utilize the Annex as a backup facility for operations in the event of evacuation or overflow of Town's primary emergency communications center; and

WHEREAS, Town desires to utilize the Annex as an alternate location for emergency coordination, command and control functions during a declared disaster or significant emergency;

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and provisions contained herein, the parties hereto agree as follows:

1. **Term.** The initial term of this Agreement shall commence as of the date the last Party executes this Agreement (the "Effective Date") and end on the day prior to the first (1st) anniversary of the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods commencing on the anniversary of the Effective Date and ending on the day prior to the next successive anniversary date of the Effective Date (each being a "Renewal Term") unless otherwise terminated as specified herein. The Initial Term as extended by each Renewal Term shall be the "Term" of this Agreement.
2. **Emergency Use of Operational Space.** The Annex ECC workstations are equipped with 9-1-1 call-taking equipment/mapping and software. For connectivity to Town equipment in the Data Center - such as computer aided dispatching server, a universal port replicator, two monitors, keyboard and mouse are provided. Subject to Denco Annex Access Procedures, a copy of which (and any future modifications thereto) will be provided to Town, the Parties agree that Town may access the facility and use the operational space within the Annex to support its mission critical Public Safety Operations during an emergency, requiring the evacuation of the Town's primary emergency communications center, or if Town needs to expand operational capacity. Denco shall retain management control of the Annex and all Denco-owned equipment. In the event of a simultaneous request for multiple agencies to utilize the facilities, the Denco Executive Director will allocate space based on need and workload proportionality with priority placement on the receipt and processing of 9-1-1 calls. Denco will modify initial backup assignments as emergencies and number of agencies impacted evolve.
3. **Scheduled Use of Operational Space.** The Parties agree that any use of the facility for non-emergency activities such as disaster response training, drills, exercises and general meetings will be coordinated with Denco in advance.
4. **Utilities.** Denco will provide all public utilities and building maintenance services, including, but not limited to, water, electricity, gas, heating, air conditioning, janitorial and maintenance services (collectively, "the Utility and Maintenance Services") during Town's use of the Annex. The Utility and Maintenance Services provided to Town will be the same as those provided for Denco operations. If Town desires services in addition

to the Utility and Maintenance Services, Denco approval shall not be unreasonably delayed or withheld and Town shall solely bear the cost of such additional services.

5. **Fees.** Town shall not be charged rent or a fee for use of the Annex pursuant to this Agreement.
6. **Equipment.** Town shall be permitted to place the equipment itemized in Attachment A in the Annex data center, specifically in the space described in Attachment A. Town will be responsible for the purchase, installation, operation, maintenance, and replacement of its infrastructure and equipment within the Annex. All equipment must be installed in a neat, professional manner consistent with the Data Center environment. If Town desires modifications to Attachment A, subject to modifications not requiring additional space, Denco approval shall not be unreasonably delayed or withheld. Approved modifications to Attachment A must be executed as an amendment to this Agreement pursuant to paragraph 16 herein.
7. **Demarcation Points.** The Denco Annex offers two physical demarcation points for carrier network connectivity. Town shall be responsible for connecting to and testing at the demarcation points. Denco will coordinate with Town to determine mutually agreeable extension from the Denco demarcation points to Town's equipment located in the Data Center, consistent with this Agreement and installation and materials best practices for structured cabling systems.
8. **Cabling.** Town shall be responsible for connectivity of Town equipment placed in the Annex from the demarcation point to the assigned cabinet. Town will be responsible for the purchase, installation, operation, maintenance, and replacement of network infrastructure to Town equipment in the Annex. All cables must be installed in a neat, professional manner consistent with the Data Center environment. Connectivity between the Town equipment and Annex ECC (e.g. for Computer Aided Dispatching) shall be connected via multi-mode fiber to the Denco Campus Switch in the Data Center. The Denco Campus Switch provides connectivity to the specific VLAN assigned for Town connectivity, as documented in Attachment A.
9. **Maintenance.** Throughout the term of this Agreement, the Parties acknowledge that Town shall be solely responsible for providing oversight, maintenance, and repair of Town's installed equipment and associated infrastructure. Denco shall be solely responsible for oversight, maintenance and repair of the facility including generators and UPS systems. Denco is responsible for monitoring and maintenance of sensors and monitoring devices for critical systems. For the purposes of this Agreement, the term "Associated Infrastructure" means, collectively, all Town owned or leased equipment,

cabling, connectivity, and other ancillary items that are brought into any portion of the Annex at any time, and for any purpose as contemplated under this Agreement.

10. **Use of Contractors.** Subject to the provisions of this Agreement and Denco's prior approval, which approval shall not be unreasonably delayed or withheld, Town may at its own option and expense enter into a contract with and designate a third-party to provide the structured cabling services on Town's behalf. Third-party designees must be approved in advance by Denco, the approval of which shall not be unreasonably delayed or withheld. Denco represents that the carrier demarcation point is carrier neutral and that, subject to space availability and the applicable carrier agreeing to Denco's technical standards, Denco will accommodate access to the carrier demarcation point for the network carrier selected by the Town.
11. **Access.** Subject to Denco Annex Access Procedures, Denco shall furnish electronic credentials for immediate access to the Annex to Town's employees on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures established by Denco and communicated in writing to the Town.
 - a. Denco shall assign Town information technology staff access credentials to the Annex, the Data Center, and Common Areas.
 - b. Denco shall assign shared access credentials to Town's ECC for access to the Annex, the back-up ECC, and Common Areas.
 - c. Denco shall assign individual credentials to Town's public safety and emergency management command staff for access to the Annex, the back-up ECC, and Common Areas.
 - d. Traffic at each access point to the Annex is monitored through security cameras and key card access. Denco is responsible for managing, monitoring, and maintenance of all security and access control systems.
 - e. Town's employees, agents, contractors, or end users who access the secure data center on Town's behalf must be designated in writing in advance by Town and identified to Denco. Town will ensure that its authorized representatives who are involved in the installation, operation, maintenance, repair and removal of Town equipment and associated infrastructure, or who are otherwise granted access to the Annex, comply with Criminal Justice Information Systems (CJIS) training and background requirements or are under constant escort by a CJIS compliant representative.
 - f. Town's employees and management staff who access the Annex must possess valid Town-issued identification. Such identification must be visible at all times

while in the Annex. Department uniforms with names and/or badges are acceptable forms of identification.

- g. Town shall immediately notify Denco upon loss of a keycard or employment termination of a person assigned access credentials.

Denco may from time to time amend the Denco Annex Access Procedures in response to changes in CJIS regulations and policies or where reasonably necessary to enhance and improve security procedures within the Annex without the requirement of amending this Agreement; provided, however, no revisions to the Denco Annex Access Procedures other than changes relating to changes in CJIS regulations and/or policies shall be effective earlier than 30 days after delivery of such changes in writing to Town.

12. **Equipment Removal.** Denco agrees that all Town owned equipment that is installed or placed at the Annex in compliance with this agreement shall not be removed, moved, or modified from its installed location or disconnected or modified or restricted in its operation by Denco except in instances where failure to immediately remove or move Town's equipment will reasonably result in damage or destruction to Town's or Denco's property or injury to a person. Town agrees to remove or relocate equipment identified in a written notice provided by Denco to Town not later than ninety (90) days after receipt of such notice, which notice shall set forth the reasons for the need to relocate and/or remove Town's equipment and/or Associated Infrastructure.
13. **Governmental Immunity and Responsibility.** Neither Party waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. Each Party shall be responsible for the acts and negligence of its own officers, employees, and agents. Each Party shall also be responsible for any property damage or bodily injury caused by their equipment located at the Annex and for any property damage or bodily injury caused by any act or omission by their officers, employees, and agents. Each Party further agrees to waive all rights of subrogation against the other Party for losses arising from work performed by either Party at the Annex.
14. **Limitation.** The Town shall have no rights or privileges to the Annex beyond the terms and conditions stated in this agreement.
15. **Notices.** Except as may be otherwise specifically provided, all notices required or permitted under this Agreement shall be in writing and directed to:

Town: Jimmy Stathatos
Town Manager
Town of Flower Mound

2121 Cross Timbers Road
Flower Mound, TX 75028

Denco: Greg Ballentine

Executive Director
Denco Area 9-1-1 District
1075 Princeton Street
Lewisville Texas 75067

16. **Amendments.** This Agreement may be amended or modified only by written agreement of the Parties signed by an authorized representative of each Party.
17. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other agreement, statement or promises relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
18. **Venue and Governing Law.** The Parties agree that if legal action is brought under this Agreement, exclusive venue shall lie in the State Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.
19. **Severability.** In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.
20. **Counterparts.** This Agreement may be executed in multiple counterparts and shall be binding on and endure to the benefit of each Party and each counterpart shall be deemed an original for all purposes when duly authorized by the governing body of each Party and signed by such Party's duly authorized representative.
21. **Payment for Performance of Governmental Functions.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective from the last date signed and marked on this Agreement by a participating Party.

TOWN OF FLOWER MOUND:

BY:

DATE SIGNED: _____

Mayor Steve Dixon

DENCO AREA 9-1-1 DISTRICT:

BY:

DATE SIGNED: _____

Gregory S. Ballentine, Executive Director

Attachment A

The following equipment will be installed and maintained by Town in the Annex:

RU	Device	MAC Address	Voltage	Cables	Power (Watt)	Heat (BTU)	Cabinet	VLAN
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

Laptops for Computer Aided Dispatch Connectivity:

Laptop	Device	MAC Address
1		
2		
3		

Laptop	Device	MAC Address
4		
5		
6		

☐ Original

☐ Updated: Date _____

BY: _____, Flower Mound Town Manager

BY: _____, Denco Executive Director



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: June 1, 2020

FROM: Clay Riggs, PE, CFM, Assistant Director of Public Works

ITEM: Consider approval of the award of Bid No. 2020-85-A Street Sweeping Services to Mister Sweeper, LP and to establish an annual unit bid price contract for street sweeping services in an annual estimated amount of \$47,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

BACKGROUND INFORMATION: On April 13, 2020, bids were received for street sweeping services. Mister Sweeper, LP submitted the lowest qualified bid of the 3 responding bidders.

Street sweeping services are utilized to sweep the Town's thoroughfares quarterly and the Christmas parade route after the event. The estimated annual expenditure is based on this schedule and emergency services if needed. This contract also secures price per service for one-time service if additional sweeping is required outside of the Town's current schedule.

FISCAL IMPACT: \$47,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$47,000.00	230-690-94100-5110

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Tabulation
2. Contract

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

Attachment 1



BID NO: 2020-85-A- Street Sweeping Services

BID Due: April 13, 2020 at 11:00am

ITEM NO.	QUANTITY (CURB MILE)	DESCRIPTION	STAR CLEANING USA, INC.			MISTER SWEEPER, LP			PANNELL INDUSTRIES, INC.		
			COST PER MILE	COST PER SERVICE	COST PER HOUR	COST PER MILE	COST PER SERVICE	COST PER HOUR	COST PER MILE	COST PER SERVICE	COST PER HOUR
1	283.78	STREET SWEEPING - QUARTERLY SERVICE	\$ 82.50	\$ 23,411.85	N/A	\$ 39.50	\$ 11,209.31	N/A	\$ 56.00	\$ 15,891.68	N/A
2	283.78	STREET SWEEPING - ONE TIME SERVICE	\$ 90.00	\$ 25,540.20	N/A	\$ 75.00	\$ 21,283.50	N/A	\$ 75.00	\$ 21,283.50	N/A
3	PER HOUR	STREET SWEEPING - EMERGENCY SERVICE	N/A	N/A	\$ 400.00	N/A	N/A	\$ 298.00	N/A	N/A	\$ 150.00

**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. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Marquita Shamlin
Purchasing Buyer
Town of Flower Mound, Texas
Date: April 13, 2020

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

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Mister Sweeper, LP ("Contractor"). The Town and Contractor agree:

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

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants form employment and employees as the law may require.

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

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

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

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

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

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

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

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

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

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
24. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
25. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
26. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

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

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

Name: Joseph Thompson
 Title: President
 Company Name: Mister Sweeper LP
 Address: PO Box 560048
 City, State, Zip: Dallas TX 75356

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

27. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
28. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

By: [Signature]
 Name: Joseph Thompson
 Title: President
 Date: 5/5/2020

TOWN OF FLOWER MOUND, TEXAS

By: _____
 Mayor Steve Dixon
 Date: _____

BID RESPONSE FORMS

TO: Purchasing Buyer
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

FROM: Mister Sweeper LP
BIDDING FIRM

BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide Town of Flower Mound, at the terms and conditions contained in this Solicitation No. 2020-85-A and this Bid. The vendor must provide a cost per mile, cost per service, and cost per hour as indicated for the line items listed below. The cost per mile will be the basis for price adjustments should modifications (additions/deletions) to the current route become necessary during the course of the Contract. Failure to provide any of the requested pricing will cause your bid to be deemed non-responsive for the associated line item.

Street Sweeping Services

Item	Description	Quantity (Curb Mile)	Cost per Mile	Cost per Service	Cost per Hour
1	Street Sweeping Quarterly Service	283.78	\$ 39.50	\$ 11,209.31	N/A
2	Street Sweeping One Time Service	283.78	\$ 75.00	\$ 21,283.50	N/A
3	Street Sweeping Emergency Service	Per Hour	N/A	N/A	\$ 298.00

1 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an Interlocal Agreement with the Town and have prior authorization from the Contractor. If such participation is authorized, all purchases or services will be issued directly from, and shipped directly to, the local governmental entity requiring products or services. The Town shall not be held responsible for any orders placed, deliveries made or payment for products or services ordered by these entities. Each entity reserves the right to determine their participation in this Contract.

Bidder's authorized agent must indicate if Bidder agrees to allow other governmental entities to participate in this Contract, if awarded, under the same terms and conditions by checking the appropriate box below. Bidders will not be penalized for not agreeing to this Provision.

- ☐ Yes, Agree to Cooperative Purchasing Provision
- ☒ No, Do Not Agree to Cooperative Purchasing Provision

2 INSURANCE REVIEW VERIFICATION

2.1 Does the proposing firm currently carry the insurance coverage as specified in the Special Provisions?

☒ Yes ☐ No

2.2 If no, has your firm reviewed the steps necessary, including cost, with your insurance agent, broker or internal department to ensure it will obtain the specified insurance?

☐ Yes ☐ No

**Town of Flower Mound, Texas
Bid Certification Form
Bid No. 2020-85-A Street Sweeping Services**

Company Information

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

Company Name: Mister Sweeper LP
 Principal Place of Business Address: 3522 Doug Drive
 Principal Place of Business City, State, Zip: Dallas TX 75247
 Principal Place of Business Phone Number: 214-688-4444
 Principal Place of Business Fax Number: 214-638-2833
 Remittance Address (if different from above): PO Box 560048
 Remittance City, State, Zip: Dallas TX 75356
 Tax Identification No: 20-4104378

Addendums

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

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

Certification

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

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

Authorized Representative:

Signature

Date

Printed Name

Title

Email Address

Joseph Thompson
President
jodie@mistersweeper.com
4/2/2020

**Mister Sweeper LP's
Current Municipal Clients
As of 4/1/2020**

1. City of Dallas, Jon Taylor-Brown, (214) 670-8166, 2710 Municipal Street, Dallas, TX 75215. September 2015 – Present. On 2nd contract, Annual value \$787,244
We sweep approximately 2,300 miles of city arterials and collectors monthly.
2. City of Frisco, Perry Harts, (972) 292-5861, 11300 Research Road, Frisco, TX 75033. Have swept since 2011 – Present. On 3rd contract, Annual value \$198,870.
We sweep approximately 430 miles of city arterials and collectors both monthly and semi-monthly.
3. City of Lewisville, Toby McGuire, (972) 219-3511, PO BOX 299002, Lewisville, TX 75029. Have swept since 2015 – Present. On 2nd contract, Annual value \$99,840.
We sweep 245 miles every other month, and 277 miles quarterly.
4. City of Addison, Todd Weinheimer, (972) 450-2841, 16801 Westgrove Drive, Addison, TX 75001. Have swept since 2015 – Present. On 1st contract, Annual value \$65,875.
We sweep 52 miles weekly, 19 miles bi-monthly, 14 miles monthly and others.
5. City of Farmers Branch, Gary Spoerl, (972) 919-2615, 13000 William Dodson Pkwy., Farmers Branch, TX 75234. Have swept for many years and contracts. Annual current value \$49,950. We sweep 127 miles every other month, and 177 miles quarterly.
6. City of Rockwall, Billy Chaffin, (972) 772-6333, 385 S. Goliad St., Rockwall, TX 75087. On 2nd contract, Annual value \$57,340. We sweep 124 miles monthly.
7. Stephen F. Austin State University, Christina Herrera, (936) 468-5107, 1305A Starr Avenue, Nacogdoches, TX 75962. On 2nd contract, Annual value \$14,094.
8. City of Balch Springs, Brad Harris, (972) 286-4477, 4372 Shepherd Lane, Balch Springs, TX 75180. On 4th contract, Annual value \$13,676. We sweep 49 miles quarterly.
9. City of Midland, Ricky Brown, (432) 685-7292, 300 N. Lorraine, Midland, TX 79702. First contract, Annual value \$119,600.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1481, 86th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		OFFICE USE ONLY Date Received
1 Name of person who has a business relationship with local governmental entity. <i>Mister Sweeper LP</i>		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. <i>N/A</i> Name of Officer This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4 <i>[Signature]</i> Signature of person doing business with the governmental entity <i>2/18/2020</i> Date		

Adopted 06/29/2007

Mistersweeper Preventative Maintenance Program

Mistersweeper uses Fleetio Maintenance Program for all repairs and preventative maintenance. All sweepers are checked daily for Tires, Fluids, Hoses, Filters, Belts, Brooms And Bearings. Our drivers are required to do a pre-trip inspection before leaving for there work assignment. Attached is a copy of one of the pre-trip inspection sheets. Vehicles are set up in the maintenance program to have the brakes inspected every 120 days and for scheduled fluid changes.



Mistersweeper
3522 doug dr
Dallas TX 75244
US
2146834441

Inspection Submission #1081237

193

VIN/SN: 1HTSCABN52H516442

Pre Trip Insp. v14

Submitted	Thu, Apr 2, 2020 7:50 AM	Start Date	Thu, Apr 2, 2020 7:50 AM	Duration	1 minute
User	Bobby R Benton				

Inspection Items

Brooms	✓ Pass
Exterior Body	✓ Pass
Lights	✓ Pass
Windows	✓ Pass
Wipers	✓ Pass
Safety Equipment	✓ Pass
Mirrors	✓ Pass
Horn	✓ Pass
Seat Belts	✓ Pass
Interior	✓ Pass
Tires	✓ Pass
Tablet Mount	✓ Pass
USB Port	✓ Pass



Mistersweeper
3522 doug dr
Dallas TX 75241
US
2146884444

Inspection Submission #5531380

221

VIN/SN 1FDUF4GT5KDA14782

Maintenance Insp. v18

Submitted	Mon, Feb 24, 2020 9:30 AM	Start Date	Mon, Feb 24, 2020 9:30 AM	Duration	less than a minute
User	Everardo Cervantes				

Inspection Items

Tires	✓ Pass
Fluids	✓ Pass
Hoses	✓ Pass
Filters	✓ Pass
Belts	✓ Pass
Brooms	✓ Pass
Bearings	✓ Pass

Attachment A
Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this bid.

NO. OF UNITS	TYPE OF EQUIPMENT
8	Tymco 600's vacuum sweepers
2	Tymco 435's vacuum sweepers
17	Tymco 210's vacuum sweepers
	Additionally we own the following other
	sweepers which are not vacuum sweepers
	and hence not applicable to this contract
10	Elgin Eagles Sweepers (Broom)
10	Python mini mobiles Sweepers (Broom)
2	Masco sweepers
	We have lots of other specialized equipment
	including dump trucks, power wash trucks,
	flusher trucks, pickups, roll-off truck, etc.

If additional space is needed, continue on additional pages and attach to this form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2020

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

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

PRODUCER Marsh & McLennan Agency, LLC 301 Commerce Street, Ste 2201 Fort Worth TX 76102	CONTACT NAME: Cindy Williams PHONE (A/C, No, Ext): 817-288-3907 FAX (A/C, No): 817-288-3857 E-MAIL ADDRESS: cindy.williams@marshmma.com														
INSURED Mister Sweeper, LP PO Box 560048 Dallas TX 75356	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Acuity Insurance</td> <td>14184</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Acuity Insurance	14184	INSURER B : Texas Mutual Insurance Company	22945	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Acuity Insurance	14184														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1663211390

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			ZE8323	1/20/2020	1/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			ZE8323	1/20/2020	1/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ZE8323	1/20/2020	1/20/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0001197700	1/20/2020	1/20/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured form #CG2033R edition 06/13 applies to the General Liability policy for Ongoing Operations
 Additional Insured form #CG7277 edition 06/13 applies to the General Liability policy for Completed Operations.
 Waiver of subrogation form #CG7301 edition 11/14 applies to the General Liability policy.
 Primary & Non-Contributory General Liability form #CG2001R edition 04/13.
 Notice of Cancellation form #IL7047 edition 07/98 applies to the General Liability policy.

Additional Insured form #CA7214 edition 10/98 applies to the Automobile Liability policy.
 Waiver of subrogation form #CA7247 edition 10/16 applies to the Automobile Liability policy.
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Town of Flower Mound
 Attn: Purchasing Department
 2121 Cross Timbers Road
 Flower Mound TX 75028

Signature

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Marsh & McLennan Agency, LLC		NAMED INSURED Mister Sweeper, LP PO Box 560048 Dallas TX 75356	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation form #IL7047 edition 07/98 applies to the Automobile Liability policy.

Waiver of subrogation form #WC420304B edition 06/14 applies to the Workers Compensation policy.

Notice of Cancellation form #WC420601 edition 01/94 applies to the Workers Compensation policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto Liability policy contains "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Automobile Liability, Worker's Compensation and Umbrella Liability policies include a notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Umbrella policy follows form of the General Liability policy, Automobile policy and the Employers Liability policy.

Certificate holder includes: Town, its officers, officials, employees and volunteers



TOWN COUNCIL AGENDA ITEM NO. 7

REGULAR ITEM

DATE: June 1, 2020

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the Master Plan (MPA19-0004 – Mustang Creek Assisted Living) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Flood Plain to either Low Density Residential uses or Medium Density Residential Uses. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 24, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 0 at its May 18, 2020, meeting.)



SUMMARY DATA:

- Size – 9.007 acres
- MPA Request – Change land use from Flood Plain to Low Density or Medium Density Residential
- SMARTGrowth – Passed
- Traffic Analysis – Passed

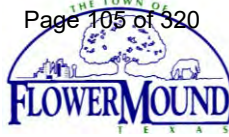
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 4
REGULAR ITEM

DATE: February 24, 2020

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA19-0004 – Mustang Creek Assisted Living) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Flood Plain to Low Density Residential uses. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Zoning Planned Development (ZPD19-0012), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The applicant is requesting a Master Plan Amendment to change the Land Use designation of the subject property from Flood Plain to Low Density Residential on approximately 9.007 acres of land. The proposed Master Plan Amendment allows the applicant to proceed with the companion zoning application to develop the property with an assisted living facility. The accompanying zoning application provides details about the proposed project and specific development standards for the subject site.

The Town's Master Plan defines the current land use designation as "Flood plain outside of the Corps of Engineer property, as defined by the Federal Emergency Management Agency (FEMA) flood plain maps". The 1994 Flower Mound Master Plan designated the subject property as Open Space which was defined as "Public and private open space necessary to preserve and protect natural systems, scenic areas and historic sites". The land use designation for the subject property had been changed to Flood Plain when the 2001 Master Plan was adopted. The subject property does not contain any FEMA Flood Plain.

The requested Low-Density Residential designation is defined as "development, typically being single family detached residential development with minimum 15,000 square foot

lots (nominally 1/3 acre) or greater". This designation is consistent and compatible with the surrounding residential development.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Master Plan Amendment requests. At the time this report was written, the Town had received 0 items of correspondence in support of the request and 1 item of correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the Town's public communication process.

III. ATTACHMENTS

A. Background Information

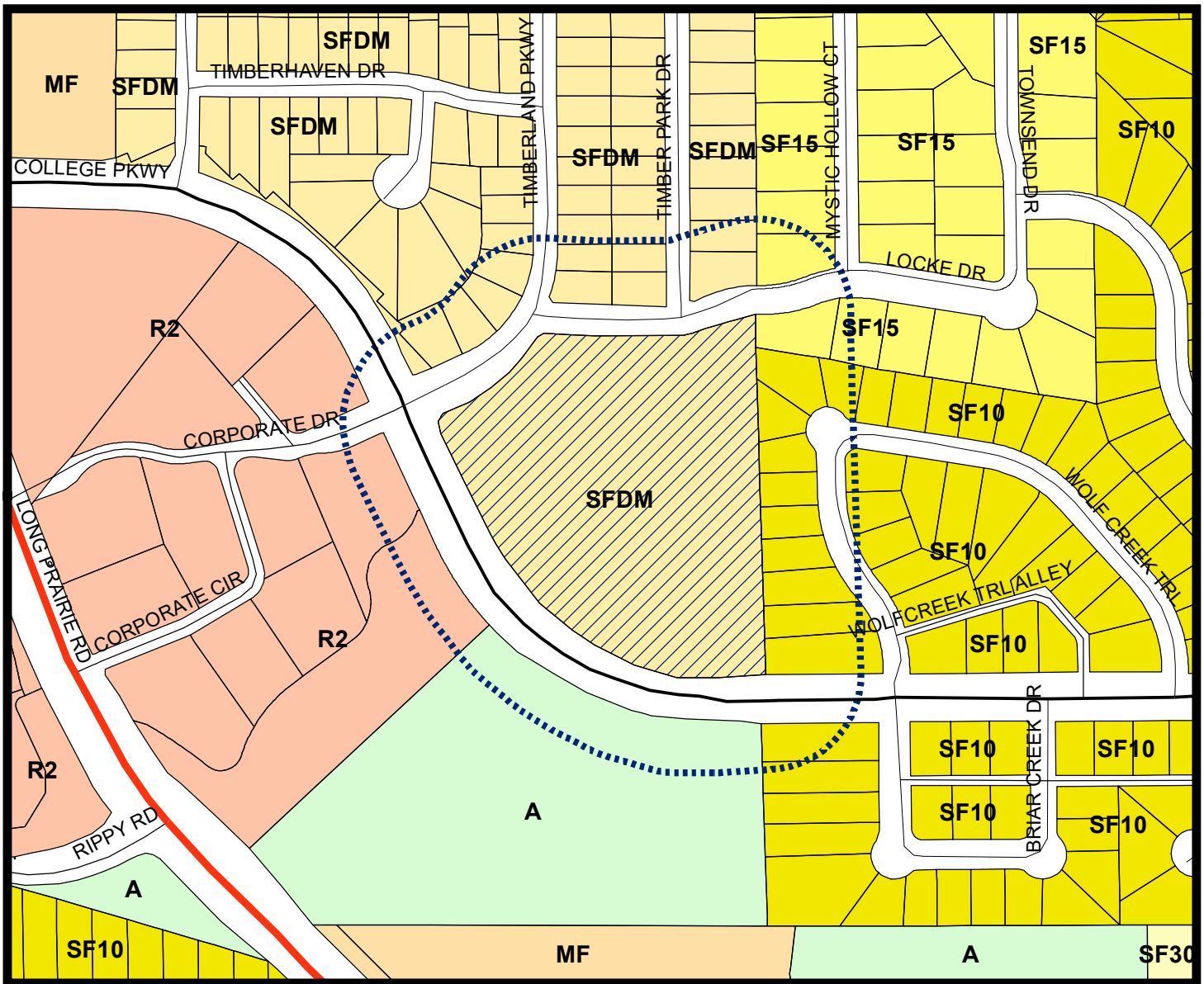
1. Vicinity Map
2. Letter of Intent

B. Application Details

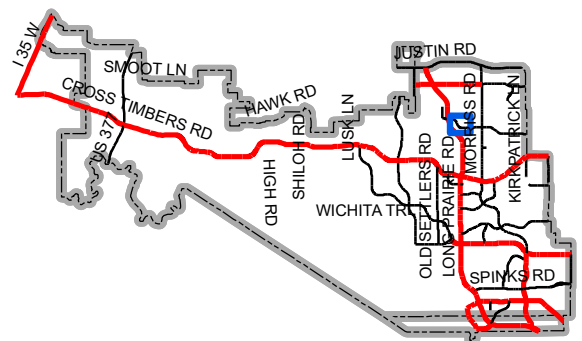
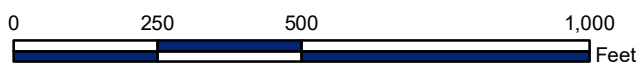
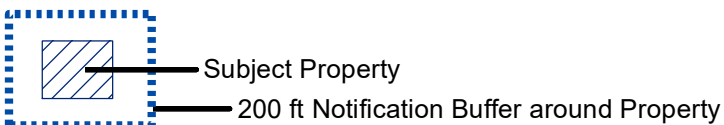
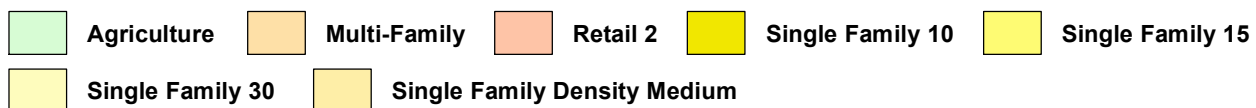
1. Master Plan Exhibit

Vicinity Map

Reference Project: MPA19-0004 & ZPD19-0012



LEGEND



Map Location

January 13, 2020

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

**RE: *Letter of Intent –Master Plan Amendment Request for Mustang Creek Estates
Flower Mound, TX***

To Whom It May Concern:

The purpose of the zoning change request is to allow for development of the ±9.01-acre tract at the SE corner of College Parkway and Timberland Parkway. The site has a current land use “Floodplain”, which is not conducive for development of the site. The property was previously removed from the FEMA effective floodplain, so this designation is no longer appropriate. Mustang Creek Estates is requesting to change the use of the property to “Low Density Residential”. The Master Plan Amendment will allow the commercial development, while maintaining the residential appearance, blending with the adjacent uses.

The overall goal in the development of this site is to preserve the natural features that exist and blend with the surrounding community. We believe the Concept Plan establishes this intention and is a great use of the property.

Please contact me at (469) 301-2582 or eric.jeske@kimley-horn.com should you have any questions.

Thank you,

KIMLEY-HORN AND ASSOCIATES, INC. (Firm No. F-928)



Eric T. Jeske, P.E.

(License No. 130295)

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM FLOOD PLAIN TO LOW DENSITY RESIDENTIAL ON APPROXIMATELY 9.007 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 9.007 acres of land situated in the J. Watkins Survey, Abstract No. 1324, Denton County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Flood Plain to Low Density Residential; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on February 24, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 18, 2020, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 9.007 acres of land situated in the J. Watkins Survey, Abstract No. 1324, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, Land Use Plan, of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Flood Plain to Low

Ordinance No. _____

Page 2

Density Residential for the approximately 9.007 acres of the project area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 18TH DAY OF MAY, 2020.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A" – PROPERTY DESCRIPTION

Being a tract of land, situated in the J. Watkins Survey, Abstract No. 1324, in the Town of Flower Mound, Denton County, Texas, and being the remainder of that tract of land, described by deed to Lewisville Independent School District, as recorded in Volume 2371, Page 830, of the Deed Records, Denton County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at an "X" cut in a concrete sidewalk found for the most westerly corner of the herein described tract, same being at the intersection of the northeasterly monumented line of College Parkway with the southeasterly monumented line of Timberland Parkway;

THENCE North 65°02'22" East, along said southeasterly monumented line of Timberland Parkway, a distance of 74.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set), being at the beginning of a curve to the left, having a radius of 350.00', a central angle of 35°45'45", and a chord which bears, North 47°09'29" East, a chord distance of 214.93';

Thence along said curve to the left, in a northeasterly direction, an arc length of 218.46' to an "X" cut in a concrete sidewalk set for the most northerly northwest corner of the herein described tract, same being at the intersection of the southeasterly monumented line of Timberland Parkway with the southerly monumented line of Locke Drive;

THENCE South 88°17'32" East, along said southerly monumented line of Locke Drive, a distance of 253.87' to a capped iron rod set at the beginning of a curve to the left, having a radius of 250.00', a central angle of 27°15'49" and a chord which bears, North 78°04'33" East, a chord distance of 117.84';

Thence along said curve to the left, in a northeasterly direction, an arc length of 118.96' to a capped iron rod set at the beginning of a curve to the right, having a radius of 200.00', a central angle of 27°15'51", and a chord which bears, North 78°04'34" East, a chord distance of 94.27';

Thence along said curve to the right, in a northeasterly direction, an arc length of 95.17' to a capped iron rod set at the end of said curve;

THENCE South 88°17'32" East, continuing along the southerly monumented line of Locke Drive, a distance of 1.04' to a capped iron rod set for the northeasterly corner of the herein described tract, same being the northwesterly corner of Lot 8, Block C, of THE RESERVE AT HICKORY SPRINGS, an addition to the Town of Flower Mound, as recorded in Cabinet V, Pages 496-497, of the Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE South 00°40'25" East, along the westerly line of said Lot 8, a distance of 76.34' to a capped iron rod set for the southwesterly corner of said Lot 8, same being the apparent northwesterly corner of TIMBERVIEW ESTATES PHASE II, an addition to the Town of Flower Mound, as recorded in Cabinet D, Page 335, P.R.D.C.T.;

THENCE South 01°25'23" East, along the apparent westerly line of said TIMBERVIEW ESTATES PHASE II, an addition, a distance of 687.98' to a capped iron rod set for the southeasterly corner of the herein described tract, same being the apparent southwesterly corner of Lot 1, Block C, of TIMBERVIEW ESTATES PHASE II, said corner also being in the northerly monumented line of College Parkway;

THENCE South $89^{\circ}23'02''$ West, along said northerly monumented line of College Parkway, a distance of 91.75' to a capped iron rod set at the beginning of a curve to the right, having a radius of 550.00', a central angle of $65^{\circ}39'46''$, and a chord which bears, North $57^{\circ}47'04''$ West, a chord distance of 596.39';

Thence along said curve to the right, in a northwesterly direction, an arc length of 630.32' to a capped iron rod set at the end of said curve;

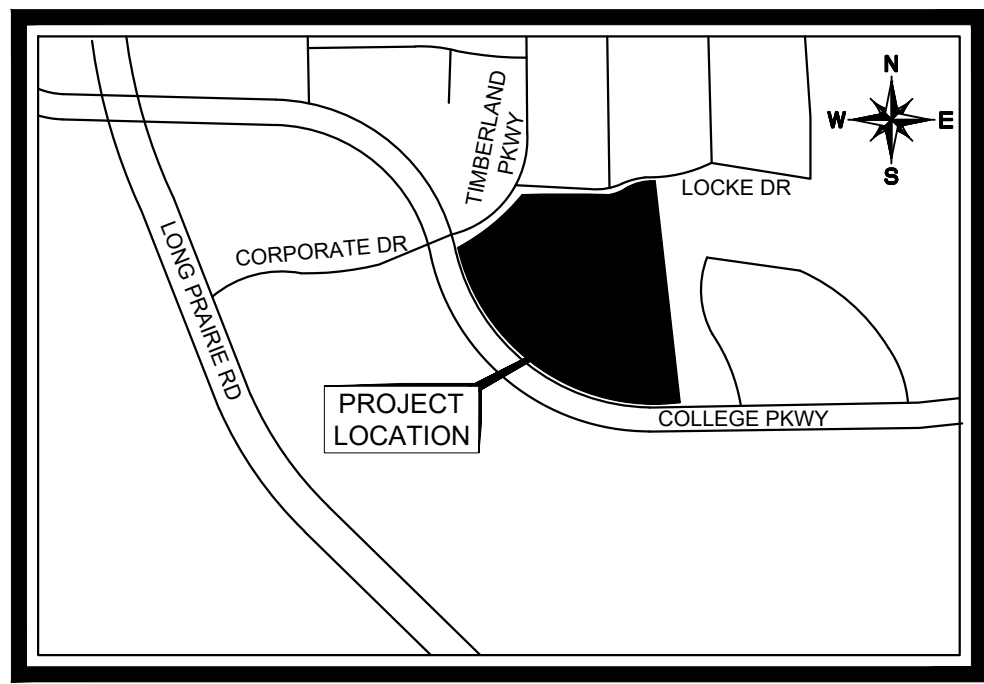
THENCE North $24^{\circ}57'11''$ West, along the northeasterly monumented line of College Parkway, a distance of 257.59' to the POINT OF BEGINNING and containing 392,362 square feet or 9.007 acres of land, more or less.

KHA PROJECT 064476304	DATE
--------------------------	------

STANG CREEK
ESTATES

ZONING / MASTER PLAN EXHIBIT

SHEET NUMBER
EX-1



VICINITY MAP
N.T.S.

MASTER PLAN FEATURES	
LAND USE PLAN	FLOOD PLAN
SPECIFIC PLAN	NO SPECIFIC PLAN AREA
URBAN DESIGN PLAN	NO URBAN DESIGN PLAN
PARKS AND TRAIL	NONE REQUIRED
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	COLLEGE PARKWAY - URBAN MINOR ARTERIAL
WATER PLAN	NONE
WASTEWATER PLAN	NONE
ECONOMIC IMPACT	N/A

ZONING STANDARD	CURRENT ZONING: SFDM - SINGLE FAMILY OBSOLETE (PD49)	PROPOSED ZONING: SINGLE FAMILY ESTATE DISTRICT (SF-E) WITH PD FOR NURSING OR CONGREGATE CARE
MINIMUM LOT AREA (PER DWELLING)	8,500 SF	43,560 SF
MINIMUM LOT WIDTH (RESIDENTIAL)	65'	150'
MINIMUM FLOOR AREA (PER DWELLING UNIT)	1,450 SF	2,400 SF
MINIMUM FRONT YARD	ESTABLISHED ON SITE PLAN OR 25'	40'
MINIMUM SIDE YARD	10% OF LOT WIDTH, NO LESS THAN 6'	20'
MINIMUM REAR YARD	ESTABLISHED ON SITE PLAN, NO LESS THAN 10'	20'
MAXIMUM LOT COVERAGE	50%	25%
MAX HEIGHT (STORIES/FT.)	3 STORIES, 35'	3 STORIES, 35'
MAXIMUM FLOOR AREA RATIO	1:1	N/A

Metes and Bounds Description: (9.007 Acres)

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THENCE South 00°40'25" East, along the westerly line of said Lot 8, a distance of 76.34' to a capped iron rod set for the southwesterly corner of

THENCE South 01°25'23" East, along the apparent westerly line of said TIMBERVIEW ESTATES PHASE II, an addition, a distance of 687.98' to a

THENCE South 89°23'02" West, along said northerly monumented line of College Parkway, a distance of 91.75' to a capped iron rod set at the

Thence along said curve to the right, in a northwesterly direction, an arc length of 630.32' to a capped iron rod set at the end of said curve;

THENCE North 24°57'11" West, along the northeasterly monumented line of College Parkway, a distance of 257.59' to the POINT OF BEGINNING and containing 392,362 square feet or 9.007 acres of land, more or less.

MUSTANG CREEK ESTATES

TRACT 14A-1

BEING 9.007 ACRES OUT OF THE

WATKINS LAND SURV

ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)

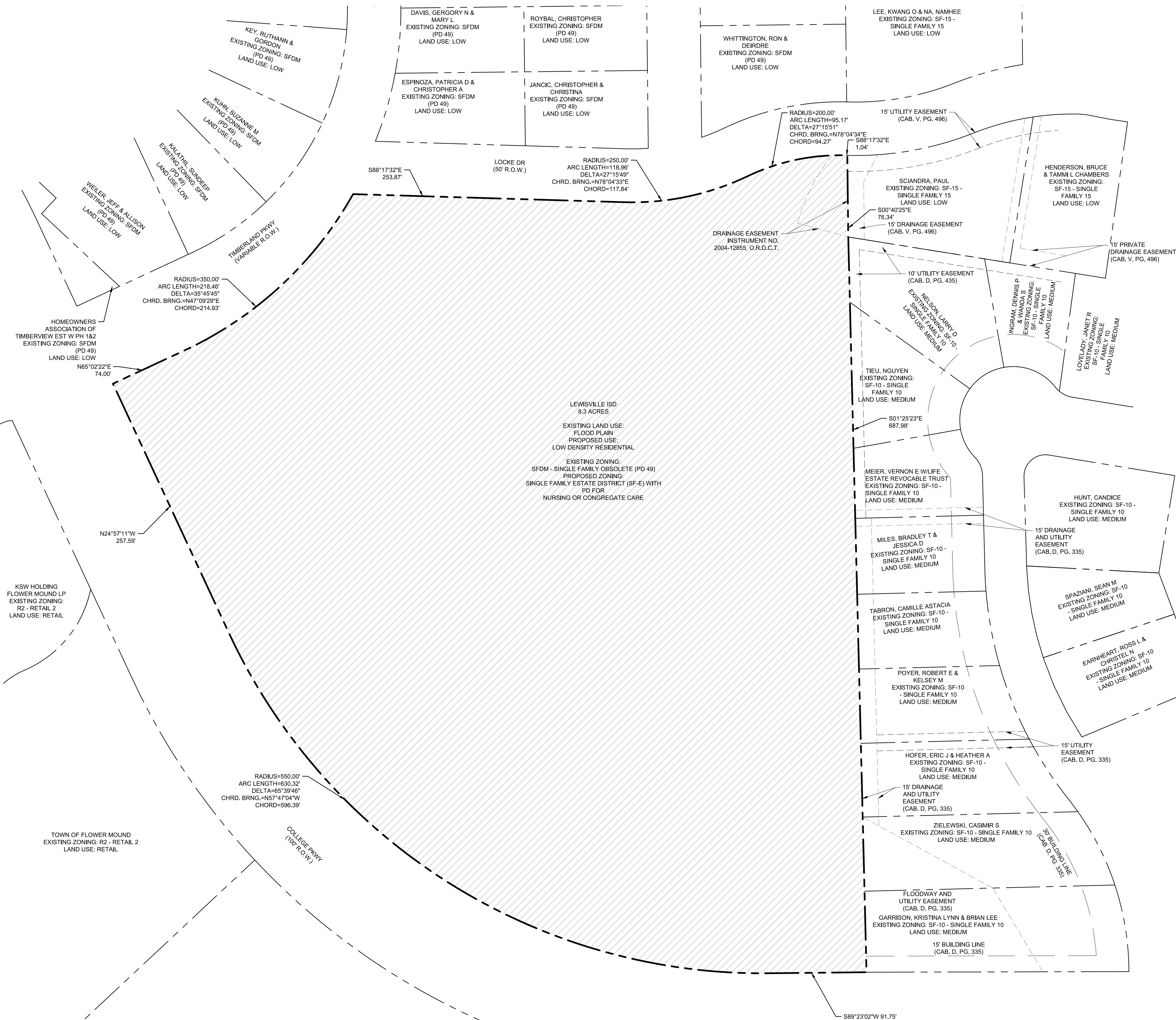
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE

FLOWER MOUND, DENTON COUNTY

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 683-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928



IMAGES
 XREFS
 LAST SAVED
 PLOTTED BY
 DWG PATH
 DWG NAME

MAC PM 1/8/2020 4:36 PM
 xbody : xborder
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 CORBETT, BROCK 1/13/2020 8:29 AM
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 MASTER PLAN AMENDMENT EXHIBIT DWG - [24 x 36]



TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: June 1, 2020

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD19-0012 – Mustang Creek Assisted Living) from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility, with a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its February 24, 2020, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 0 at its May 18, 2020, meeting.)



SUMMARY DATA:

- Size – 9.007 acres
- Proposed Zoning – PD for Single Family Estate (SF-E) uses and a nursing or congregate care facility
- Proposed Buildings – 6 buildings limited to a max of 9,000 sf each with a max of 16 resident beds per building
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Exceptions – Compatibility Buffer and Topographic Slope, which requires a super majority approval
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z meeting, there were concerns brought up by some residents about potential impacts to the area from the proposed project relating to increased traffic and density. There were also questions about whether this request could set a precedent for increased density in other properties currently zoned Estate. Staff explained that a nursing or congregate care facility has always been an allowed use within Estate zoning with

the approval of an SUP, so this request would neither change the Town's development code nor set a precedent for future requests. In response to the residents' concerns, the applicant has added development standards to the ordinance that limit the number of buildings and beds in each building, as well as the buildings' size. The new standards are noted in the summary data above.

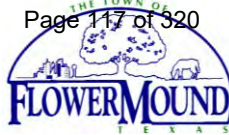
There was also some discussion during P&Z deliberations on the quality and durability of the proposed building materials for the project and whether they could negatively impact property values, as at the time of the P&Z meeting, the project did not fully comply with the Town's Urban Design Guidelines (UDG). The applicant has since updated their elevations so that they are in compliance with all UDG standards.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION
AGENDA ITEM NO: 5
REGULAR ITEM

DATE: February 24, 2020

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD19-0012 – Mustang Creek Assisted Living) from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility, with a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Master Plan Amendment (MPA19-0004), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Planned Development District (PD) to provide for a nursing or congregate care facility on a 9.007 acre unplatted parcel of land. The base zoning district for the proposed PD will be Single Family Estate (SF-E), which is compatible with the surrounding residential zoning districts.

As part of the request, the applicant has asked for certain exceptions to the Code of Ordinances. In summary (see Section III, below, for detail):

Exceptions:

- Section 82-302, Compatibility Buffer in order to not construct the required six-foot-tall masonry wall along the eastern property line.
- Section 98-147, Topographical Slope Protection to impact portions of the property with slopes greater than 12% as depicted in the approved Environmental Protection Plan.

The proposed use is defined in Chapter 98 of the Town Code as a “Nursing or congregate care facility,” which is allowed subject to approval of a Specific Use Permit (SUP) within the proposed PD base zoning district (SF-E). The requested PD will allow this use by right.

The conceptual site plan provides for six one-story buildings that will accommodate 96 assisted living units (16 units per building). The property will also provide for courtyard areas for the residents, surface parking, and retention pond areas. The perimeter of the site along all rights-of-way will be secured by six-foot-tall wrought iron fencing with masonry columns. Two points of access are being provided from College Parkway and the applicant is providing 64 of the required 64 parking spaces.

Exclusive of the requested exceptions, the conceptual plans [see Attachment B(1)] provide for a proposed development that complies with the development standards in the PD base zoning district (SF-E), as well as required landscaping and buffering.

The proposed conceptual elevations are in compliance with the Urban Design Plan except that secondary masonry (hardi-board siding) will exceed 20% of the total square footage on several elevations. The applicant intends to give the proposed buildings a residential appearance in order to blend in with the surrounding single family homes, many of which also incorporate siding into their elevations. The Town has recognized hardi-board siding as an allowable masonry product for residential construction.

III. REQUESTED EXCEPTIONS

A. Exception to Section 82-302, Compatibility Buffer

A landscape buffer shall be located on the site of the nonresidential use along all property lines adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan. The property requires a compatibility buffer along the eastern property line:

A brick wall or masonry wall with stucco or mortar wash finish, both exterior finishes being the same, shall be constructed along the property line. Such walls shall have no vehicular access point into or from an alley and shall be a minimum of six feet in height, except that the first 25 feet in from the street line may be stepped down to a minimum height of four feet. For nonresidential and multi-family development (except for churches or schools), the landscaped setback shall consist of a minimum 25-foot landscaped buffer. Understory plants shall be provided in order to achieve a continuous dense six-foot screen. Native shade trees, a minimum of three-inch caliper each, shall be provided at a ratio of one tree per 400 square feet of buffer area.

The applicant is requesting to not construct the required six-foot-tall masonry wall along the eastern property line adjacent to existing developed single family lots (approximately 750 linear feet). The applicant is proposing a buffer 75-feet-wide along the eastern property line, exceeding the required buffer width by 50 feet. The proposed buffer will preserve many of the existing protected trees although some of these trees will be impacted by a proposed stream relocation. The required number of buffer trees will be retained or planted if removed.

B. Exception to Section 98-147, Topographic Slope

According to the Town Code, no development application or project shall be approved that proposes development on any existing topographical slopes of 12 percent or greater, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the footprint of the proposed structure or structures). The purpose of this criterion is to ensure that development is respectful of and appropriately integrated with the natural physical geography of the land in Flower Mound by requiring environmentally sensitive development techniques to eliminate "scrape and build."

The developer is seeking an exception to impact protected slopes greater than 12%. The approved Environmental Protection Plan (EPP) depicts a total of 1.02 acres of the site with slopes greater than 12%. The proposed conceptual site plan currently depicts approximately 0.37 acres of impacts to these slopes. However, the developer is seeking an exception to impact approximately 0.5 acres of slopes greater than 12% because the current proposed site plan is conceptual and final grading limits are not fully known. The increase in impacts to approximately 0.5 acres is to account for grading around these slopes to join existing topography.

Section 98-147 "Topographical slope protection" allows for an applicant to request an exception to these standards as follows:

Exception. An exception to this requirement may be approved by the Town Council by the affirmative vote of at least three-fourths super majority vote of all members of the town council, for any development that keeps the character of the natural topography, and integrates the development into and maintains the overall integrity of the natural topography.

In considering an exception to this criterion, the town shall, in addition to the foregoing, consider the effects of granting an exception on other environmental features such as trees, habitats, floodplains, scenic vistas, ridgelines, and other environmental features as well as adjacency to established developments and neighborhoods.

Environmental Conservation Commission

On February 4, 2020, the Environmental Conservation Commission (ECC) recommended approval of a request by the applicant to remove four specimen trees on the site and recommended denial of the removal of four specimen trees on the site. The applicant had requested a total of 8 specimen trees be removed. The applicant has since redesigned the development and is now requesting the removal of five specimen trees. The item will be forwarded to the Town Council for consideration at the same time as the subject project. The February 4 ECC meeting can be viewed here:

<http://flowermoundtx.swagit.com/play/02042020-1488/8/>

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Zoning Amendment requests. At the time this report was written, the Town had received 0 items of correspondence in support and 1 item of correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

V. ATTACHMENTS

A. Background Information

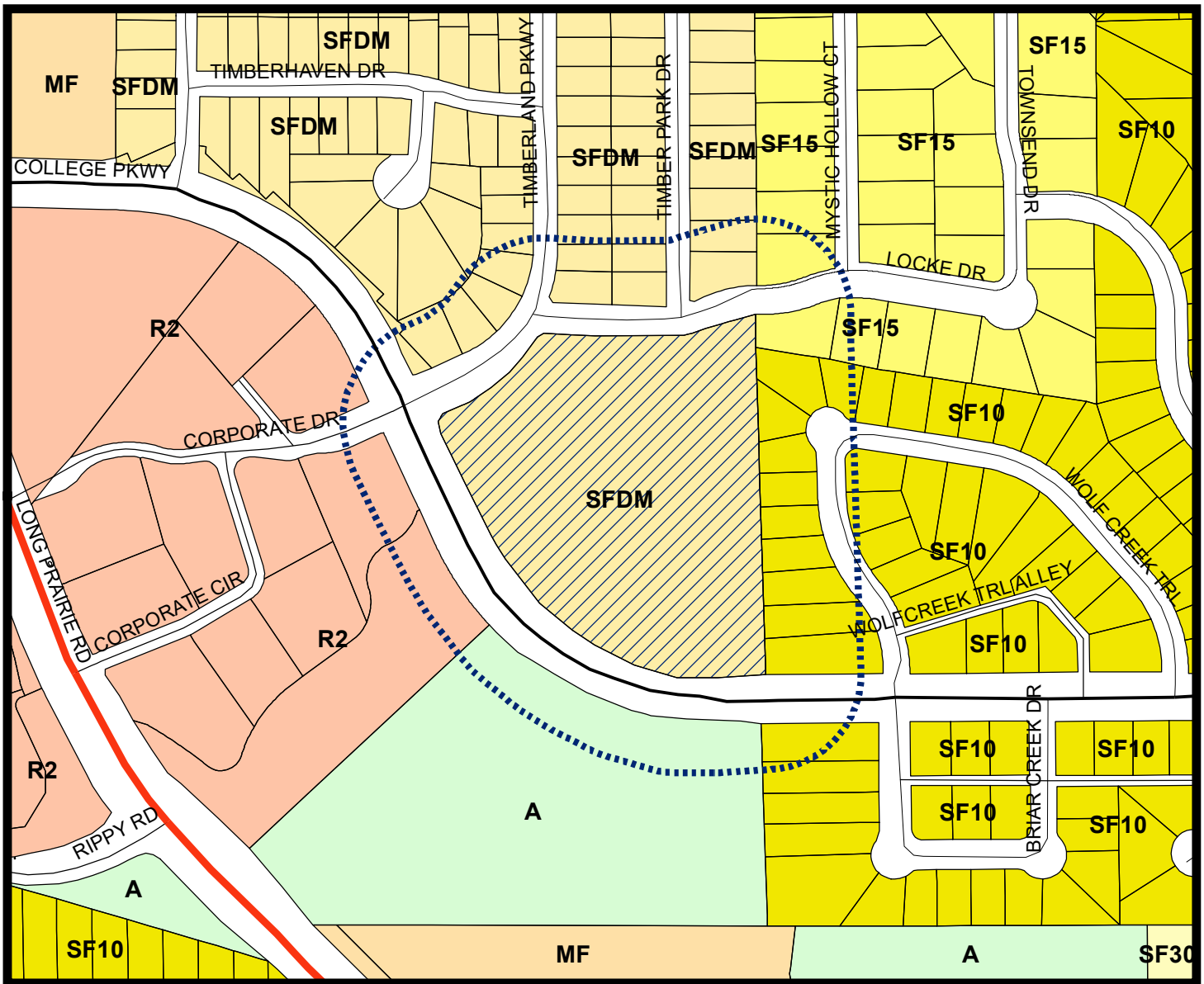
1. Vicinity Map
2. Letter of Intent
3. Environmental Protection Plan (EPP)

B. Application Details

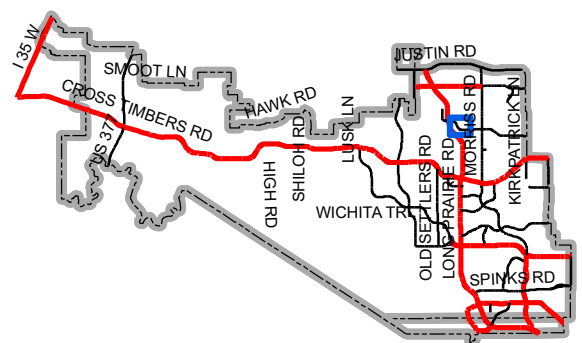
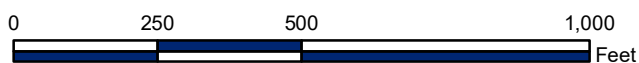
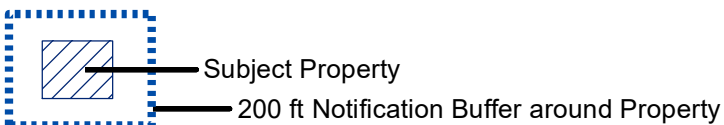
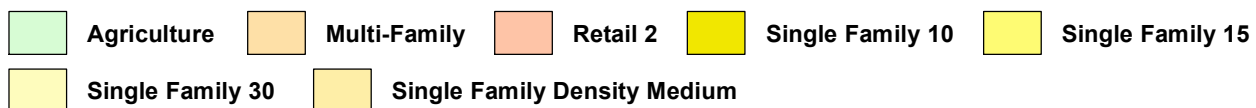
1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

Vicinity Map

Reference Project: MPA19-0004 & ZPD19-0012



LEGEND



Map Location

January 13, 2020

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

**RE: *Letter of Intent –Zoning Change Request for Mustang Creek Estates
Flower Mound, TX***

To Whom It May Concern:

The purpose of the zoning change request is to allow for development of the ±9.01-acre tract at the SE corner of College Parkway and Timberland Parkway. The site is currently zoned "Floodplain", which is not conducive for development of the site. The property was previously removed from the FEMA effective floodplain, so this designation is no longer appropriate. Mustang Creek Estates is requesting to rezone the property to "Single Family Estate" with a Planned Development (PD) to allow for "nursing or congregate care". The Concept Plan associated with the PD shows the lot to be undivided with the intention of preserving the natural features of the property. The zoning change will allow the commercial development, while maintaining the residential appearance, blending with the adjacent uses.

The overall goal in the development of this site is to preserve the natural features that exist and blend with the surrounding community. We believe the Concept Plan establishes this intention and is a great use of the property.

Please contact me at (469) 301-2582 or eric.jeske@kimley-horn.com should you have any questions.

Thank you,

KIMLEY-HORN AND ASSOCIATES, INC. (Firm No. F-928)



Eric T. Jeske, P.E.

(License No. 130295)

Environmental Protection Plan

Mustang Creek Assisted Living
Flower Mound, Denton County, Texas

Prepared For:

Mustang Creek Enterprises
5000 Legacy Drive, Suite 210
Plano, Texas 75024

FEBRUARY 2020 | VERSION 2

Prepared By:

Kimley-Horn and Associates, Inc.
Two Galleria Office Tower, Suite 700
Dallas, TX 75240



Table of Contents

Project Description and Purpose2

Site Description and Background Mapping.....3

Environmentally Sensitive Area Criteria5

State and Federally Listed Species Information7

Proposed Development Plan.....10

Conclusion11

ENVIRONMENTAL PROTECTION PLAN

PROJECT DESCRIPTION AND PURPOSE

Kimley-Horn and Associates, Inc (Kimley-Horn) developed this Environmental Protection Plan (EPP) for the proposed Mustang Creek Assisted Living residential development to satisfy the Town of Flower Mound's (Town) development requirements. The Mustang Creek Assisted Living development is located on an approximately 9-acre tract in the Town of Flower Mound, Denton County, Texas (site or study area). The site is generally located in the southeast corner of Timberland Parkway and College Parkway in Flower Mound, as shown on Sheet 1 in Appendix A. This EPP was developed in accordance with the Town's SMARTGrowth Program.

The project proposes to construct a residential assisted living development to meet the needs of this rapidly expanding area. Associated support infrastructure, such as drives, wet detention facility, underground utilities, and parking will also be constructed.

A review of the site by Mr. James Hoefert, with the Town of Flower Mound, Development Services & Environmental Services, was conducted to initially identify Environmentally Sensitive Area (ESA) criteria within the study area. The Environmentally Sensitive Area Survey results were provided to Kimley-Horn on January 13, 2020 (Appendix C). That report states that multiple ESAs are located within the study area which include: Riparian Habitat, Waters of the State, Wetlands, and Topographical Slope Protection.

On January 29, 2020, Kimley-Horn conducted a site visit with the objective of collecting data necessary to revise the Town's ESA survey, delineate aquatic resources, and to formulate this EPP. The EPP will outline applicable best management practices (BMPs) to minimize habitat loss, maintain continuity of tree stands and other wildlife habitat areas or corridors, and identify proposed measures to inform and educate future residents or occupants about the EPP.

SITE DESCRIPTION AND BACKGROUND MAPPING

The study area is located in the Timber Creek-Elm Fork Trinity River watershed (United States Geological Survey (USGS) Hydrologic Unit Code (HUC) 1203010310. The center coordinates of the study area are Latitude 33.0532 and Longitude: -97.0701 (1983 North American Datum (NAD) Coordinates).

The study area is shown on Sheet 1 in Appendix A. Sheet 1 provides a vicinity map which depicts the general location of the study area. Sheet 2 depicts the boundaries of the study area on United States Geological Survey (USGS) Topographic base data. Sheet 3 depicts the location of likely waters of the U.S. and Kimley-Horn's revisions to the Town of Flower Mound's ESA boundaries with recent aerial photography from Nearmap (October 2019) used as base data. Aerial photography from 1996 serves as base data for Sheet 4. The proposed site plan and Environmentally Sensitive Area (ESA) boundaries are shown on Sheet 5.

Sheet 1 in Appendix B shows the general location and direction of representative ground-level photographs taken during the site visit that took place on January 29, 2020. The two-digit numbering system on the sheet corresponds to the site visit photograph numbers, included in Appendix B.

The site currently is undeveloped, with a fence along the eastern boundary of the property. Based on Kimley-Horn's ESA review, the site contains large wooded areas, one ephemeral stream, one upland drainage feature, and one relict channel (Sheet 3 in Appendix A). The stream travels the length of the site from the northeastern corner of the site. The upland drainage feature is located in the northeast corner of the site, and the relict channel is located in the southeast corner of the site.

The Town's ESA survey listed one wetland; however, based on Kimley-Horn's delineation, the area where S1 and UD1 converge (Sheet 3 in Appendix A) should not be classified as a wetland according to USACE criteria. The Town's ESA classified three other aquatic features as streams (Appendix C); however, it is Kimley-Horn's analysis that two segments in the northeast corner and southeast corner should be classified as an upland drainage feature and a relict channel, respectively. These features would likely not be considered waters of the U.S. (Sheet 3 in Appendix A). In addition, the portion of ESA stream extending from the center of the study area into the southeast corner of the site was not confirmed in the field as an aquatic feature. It appears this area was a stream or swale in the past, but it has since stopped receiving flow and should not be classified as an aquatic feature according to USACE criteria.

The site topography varies from approximately 585-feet above mean sea level (MSL) in the northern portion of the study area to approximately 575-feet above MSL along the center of the stream and in the southern portion of the study area.

FEMA FLOODPLAIN

The Federal Emergency Management Agency (FEMA) designates areas of mapped floodway and floodplain; these mapped areas are shown in Appendix D. This map was used to determine that the study area is located outside the mapped FEMA 100-year floodplain.

NATIONAL WETLANDS INVENTORY MAP

The United States Fish and Wildlife Service's (USFWS) National Wetland Inventory (NWI) Wetlands Mapper was used to generate a NWI map for the study area. Although these maps are not always accurate, two mapped aquatic features are depicted on the site: one freshwater forested/shrub wetland

(PFO1A) and one freshwater pond feature (PUBHh) are shown within the study area on the NWI map. A reproduction of this map is provided in Appendix E.

USDA SOILS DATA

According to the USDA Texas Soil Survey for Denton County, none of the mapped soil types are located on the Denton County hydric soils list and wetlands would not be expected (Appendix F).

VEGETATIVE CHARACTERISTICS

Vegetation on the study area was dominated by upland species including: poison ivy (*Toxicodendron radicans*), greenbrier (*Smilax rotundifolia*), golden rod (*Solidago spp.*) mesquite (*Prosopis glandulosa*), eastern redcedar (*Juniperus virginiana*), western ragweed (*Ambrosia psilostachya*), American elm (*Ulmus americana*), post oak (*Quercus stellata*), and cedar elm (*Ulmus crassifolia*). The majority of the study area is a combination of mixed forest and disturbed open areas.

ENVIRONMENTALLY SENSITIVE AREA CRITERIA

The Town of Flower Mound categorizes an ESA as one of the following: Upland Habitat, Riparian Habitat, Prairie Habitat, Waters of the State, Floodplain, Wetlands, Water Impoundment Protection and Topographical Slope Protection. The Town conducted an ESA Survey for the proposed development site (Appendix C). Kimley-Horn conducted a site visit to revise the Town's ESA boundaries (Sheet 3 in Appendix A). The following discussion is a summary of the revised Kimley-Horn ESA Survey results for the site with brief definitions of the ESA criteria.

UPLAND HABITAT

The Town Defines Upland Habitat as:

"Areas, a minimum of ten acres in size, equal to or exceeding 50 trees per acre, which contain a predominant matrix of tree species identified in the town's protected tree list. Any tree species that makes up over 30 percent of the population within a complex is considered to be the predominant species."

Areas of Upland Habitat were not delineated at the site, because the site totals only 9-acres in size with surrounded by developed land.

RIPARIAN HABITAT

The Town Defines Riparian Habitat as:

"Areas designated within the FEMA 100-year floodplain or interconnected and adjacent to wetland, tree and understory vegetation and including significant stands of predominantly native water-related habitat. These areas include wetlands."

The site does not contain areas of mapped FEMA 100-year floodplain. According to the Town's ESA survey and Kimley-Horn's ESA survey, Riparian Habitat was observed at the site along the stream that is mapped on Sheet 3 in Appendix A.

PRAIRIE HABITAT

The Town Defines Prairie Habitat as:

"Areas designated as containing onsite predominant distributions of climax or mid-successional native grass species underlain by intact (noneroded) prairie and savannah soil types."

According to the Town's ESA survey and Kimley-Horn's ESA survey, Prairie Habitat was not observed at this site.

WATERS OF THE STATE

The Town Defines Waters of the State (WOTS) as:

"Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or costal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all watercourses and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state."

Waters of the State ESA is present on the site. Kimley-Horn completed a stream and wetland delineation and mapped one Water of the State, ephemeral stream one (S1 on Sheet 3 in Appendix A).

Two of the mapped aquatic features would likely not be considered a water of the U.S. according to the USACE. The upland drainage (UD1 on Sheet 3 in Appendix A) would likely not be considered jurisdictional, because it does not appear to have an ordinary high water mark and flow has likely been directed from upland stormwater drainage. The relict channel (RC1 on Sheet 3 in Appendix A) would likely not be considered jurisdictional because it also appears to lack an OHWM.

Based on the concept site plan, 68% (570-linear feet) of the existing ephemeral stream would be preserved. 270-linear feet of ephemeral stream is proposed to be impacted based on the concept plan. Proposed direct impacts to the stream are shown as a red line labelled “impacted stream” on Sheet 5 in Appendix A. Impacts to the stream are proposed to remain under 300-linear feet in order to qualify for permitting through the U.S. Army Corps of Engineers using a Nationwide Permit. If impacts occur to the ephemeral stream, beyond the threshold of 300-linear feet, a USACE permit will be utilized.

FLOODPLAIN

Floodplain ESA was not present because the site does not contain areas of mapped FEMA 100-year floodplain.

WETLANDS

The Town Defines Wetlands as:

“Jurisdictional wetlands as defined by the federal Clean Water Act and the standards and guidelines in use by the United States Army Corps of Engineers, including the Federal Manual for Identifying and Delineating Jurisdictional Wetlands.”

Kimley-Horn completed a wetland delineation at the site. The results indicated that there were no wetlands located at the site.

WATER IMPOUNDMENT PROTECTION

The Town's SMARTGrowth Program requires preservation and enhancement of impoundments greater than 0.5-acre identified at proposed developments. According to the Town's ESA survey and Kimley-Horn's ESA survey, no water impoundments were observed on this site.

TOPOGRAPHICAL SLOPE PROTECTION

The Town's SMARTGrowth Analysis contains topographical slope protection criterion as it applies to development on existing topographical slopes of 12% or greater, or projects that propose to alter existing topographical slopes that are less than 12% but equal to or greater than 5% (other than within 5-feet of the footprint of the proposed structure or structures). This criterion applies when the stated topographical slopes exist for a total vertical rise greater than 6-feet over a total horizontal distance of 50-feet.

Based on the Town's topographic slope protection map, some areas on the site contain slopes between 5% and 12% and are subject to corresponding development criteria. Those areas are highlighted in Appendix C. Kimley-Horn re-analyzed a more recent elevation data set to develop an updated slope map to calculate slope impacts at a smaller scale than the Town analysis.

The proposed site plan will avoid impacts to approximately 1.65-acres of slopes between 5% and 12%; approximately 0.65-acre of slopes greater than 12%. The proposed site plan will impact approximately 1.15-acres of slopes between 5% and 12%; approximately 0.37-acre of slopes greater than 12%. Areas within 5-feet of the footprint of proposed structures include: approximately 0.47-acres of slopes between 5% and 12% (Sheet 6 in Appendix A).

The developer is seeking an exception to impact protected slopes greater than 12%. The proposed site plan currently depicts approximately 0.37-acre of impacts to slopes greater than 12%; however, the developer is seeking an exception to impact: approximately 0.5-acre of slopes greater than 12% because the current proposed site plan is conceptual and final grading limits are not fully known. The increase in impacts to approximately 0.5-acre is to account for grading around these slopes to join existing topography.

STATE AND FEDERALLY LISTED SPECIES INFORMATION

Kimley-Horn performed a review of readily accessible resources to assess the potential for state or federally listed species to be found on site prior to field reconnaissance.

A review of the United States Fish and Wildlife Service (USFWS) Information, Planning and Conservation System (IPaC) (<http://ecos.fws.gov/ipac>, January 28, 2020), listed four threatened and endangered species for Denton County (Appendix G).

A review of the Texas Parks and Wildlife Department (TPWD) Annotated County Lists of Rare Species for Denton County (http://www.tpwd.state.tx.us/landwater/land/maps/gis/ris/endangered_species/, last revised 7/17/2020) listed several State listed Rare, Threatened and Endangered Species (Appendix H). During the site visit, the study area was evaluated for suitable habitat for listed species and compared to the database information that was compiled. No USFWS designated Critical Habitat is present within the study area. The table below includes information on both state and federally listed species in Denton County.

Table 1, below, is a Summary of the State and Federally listed species for Denton County.

Species	Federal Status	State Status	Potential Suitable Habitat Present?	Species Impact / Effect	Pertinent Project Information
Amphibians					
Strecker's chorus frog , <i>Pseudacris streckeri</i>	Not listed	Species of concern	No	No Impact	--
Woodhouse's toad , <i>Anaxyrus woodhousii</i>	Not listed	Species of concern	No	No Impact	--
Birds					
Bald Eagle , <i>Haliaeetus leucocephalus</i>	Not listed	Threatened	Yes	No Impact	Large trees and water present, however no nests or individuals were observed on site.
black rail , <i>Laterallus jamaicensis</i>	Threatened	Species of concern	No	No Impact	--
Franklin's gull , <i>leucophaeus pipixcan</i>	Not listed	Species of concern	No	No Impact	--
Interior least tern , <i>Sterna antillarum athalassos</i>	Endangered	Endangered	No	No Effect	--
mountain plover , <i>Charadrius montanus</i>	Not Listed	Species of concern	No	No Effect	--
Piping plover , <i>Charadrius melodus</i>	Threatened	Threatened	No	No Effect	--
Red knot , <i>Calidris canutus rufa</i>	Threatened	Species of concern	No	No Effect	--

Species	Federal Status	State Status	Potential Suitable Habitat Present?	Species Impact / Effect	Pertinent Project Information
Western Burrowing Owl , <i>Athene cunicularia hypugaea</i>	Not listed	Species of concern	Yes	No Impact	No burrows or individuals were observed on site.
White faced-ibis , <i>Plegadis chihi</i>	Not listed	Threatened	No	No Effect	--
Whooping crane , <i>Grus Americana</i>	Endangered	Endangered	No	No Effect	--
Insects					
American bumblebee , <i>Bombus pensylvanicus</i>	Not listed	Species of concern	No	No Effect	--
Mammals					
American badger , <i>Taxidea taxus</i>	Not listed	Species of concern	No	No Effect	--
big brown bat , <i>ptesicus fuscus</i>	Not listed	Species of concern	No	No Effect	--
big free-tailed bat , <i>Nyctinomops macrotis</i>	Not listed	Species of concern	No	No Effect	--
black-tailed prairie dog , <i>Cynomys ludovicianus</i>	Not listed	Species of concern	No	No Effect	--
eastern red bat , <i>Lasiurus borealis</i>	Not listed	Species of concern	No	No Effect	--
eastern spotted skunk , <i>spilogale putorius</i>	Not listed	Species of concern	No	No Effect	--
hoary bat , <i>Lasiurus cinereus</i>	Not listed	Species of concern	No	No Effect	--
long-tailed weasel , <i>Mustela frenata</i>	Not listed	Species of concern	No	No Effect	--
Mexican free-tailed bat , <i>Tadarida brasiliensis</i>	Not listed	Species of concern	No	No Effect	--
mink , <i>Neovision vision</i>	Not listed	Species of concern	No	No Effect	--
mountain lion , <i>Puma concolor</i>	Not listed	Species of concern	No	No Effect	--
Plains spotted skunk , <i>Spilogale putorius interrupta</i>	Not listed	Species of concern	Yes	Not likely to adversely effect	Historic agricultural use make it unlikely this species would be observed on site. No individuals were observed on site.
southern short-tailed shrew , <i>Blarina carolinensis</i>	Not listed	Species of concern	No	No Effect	--
swamp rabbit , <i>Sylvilagus aquaticus</i>	Not listed	Species of concern	No	No Effect	--
thirteen-lined ground squirrel , <i>ictidomys tridecemlineatus</i>	Not listed	Species of concern	No	No Effect	--
tricolored bat , <i>Perimyotis subflavus</i>	Not listed	Species of concern	No	No Effect	--
western hog-nosed skunk , <i>Conepatus leuconotus</i>	Not listed	Species of concern	No	No Effect	--
woodland vole , <i>Microtus pinetorum</i>	Not listed	Species of concern	No	No Effect	--
Mollusks					
Louisiana pigtoe , <i>Pleurobema riddellii</i>	Not listed	Threatened	No	No Impact	--

Species	Federal Status	State Status	Potential Suitable Habitat Present?	Species Impact / Effect	Pertinent Project Information
Sandbank pocketbook , <i>Lampsilis satura</i>	Not listed	Threatened	No	No Impact	--
Texas heelsplitter , <i>Potamilus amphichaenus</i>	Not listed	Threatened	No	No Impact	--
Reptiles					
American alligator , <i>Alligator mississippiensis</i>	Not listed	Species of concern	No	No Impact	--
common garter snake , <i>Thamnophis sirtalis</i>	Not listed	Species of concern	No	No Impact	--
eastern box turtle , <i>Terrapene Carolina</i>	Not listed	Species of concern	No	No Impact	--
slender glass lizard , <i>Ophisaurus attenuatus</i>	Not listed	Species of concern	No	No Impact	--
smooth softshell , <i>Apalone mutica</i>	Not listed	Species of concern	No	No Impact	--
Texas garter snake , <i>Thamnophis sirtalis annectens</i>	Not listed	Species of concern	Yes	No Impact	Habitat within the study area is low quality, and past agricultural uses make it unlikely that this species would be present.
Texas horned lizard , <i>Phrynosoma cornutum</i>	Not listed	Species of concern	No	No Impact	--
Timber rattlesnake , <i>Crotalus horridus</i>	Not listed	Species of concern	Yes	Not likely to adversely effect	Low quality habitat is present on site; however no individuals were observed on site.
western box turtle , <i>terrapene ornate</i>	Not listed	Species of concern	No	No Impact	--
western hognose snake , <i>heterodon nasicus</i>	Not listed	Species of concern	No	No Impact	--
western rattlesnake , <i>Crotalus viridis</i>	Not listed	Species of concern	No	No Impact	--
Plants					
Glen Rose yucca , <i>Yucca necopina</i>	Not listed	Species of concern	No	No Impact	--
Topeka purple-coneflower , <i>Echinacea atrorubens</i>	Not listed	Species of concern	No	No Impact	--

No rare or listed species were observed during field reconnaissance. Limited, low-quality habitat for listed species is present within the study area within the open fields, however historic land use for agriculture makes it unlikely that listed species would be present. 'Take' of either state or federally listed species is limited by law and enforced by multiple agencies. It is Kimley-Horn's opinion that it is unlikely that listed species would be impacted by the proposed project. However, if state or federally listed species are observed within the project area during construction all impacts to these species should be avoided.

PROPOSED DEVELOPMENT PLAN

The current site plan proposes the property to be developed as a residential assisted living development. The goals of this project are to provide a variety of services to the growing community of the Town of Flower Mound, while seeking to preserve natural resources to the maximum extent practicable, while achieving development feasibility. Impacts to ESAs have been minimized, where practicable, to reduce overall impact to the natural habitats onsite. Best Management Practices (BMPs) will be employed during construction to retain sediments and other pollutants onsite.

MITIGATION MEASURES DURING CONSTRUCTION

The following mitigation measures will be employed through the planning and construction of the project:

- The site plan has been designed to preserve as many trees and ESAs as possible while still maintaining an economically viable development project and in conformance with the Town's applicable zoning criteria.
- Stormwater control devices will be installed and maintained during construction to limit sediment and pollutant runoff, to reduce velocity of concentrated flows, and protect downstream water quality.
- Stormwater Pollution Prevention Plan(s) will be utilized during construction activities per local, state, and federal requirements.
- Major soil disturbing activities will be sequenced to preserve existing vegetation.
- During construction, procedural BMPs will be implemented to minimize impacts to resident and migrant native wildlife.
- Fill placed into jurisdictional waters of the U.S. will be authorized by a U.S. Army Corps of Engineers permit.
- Active migratory bird nesting areas will be avoided during site development. Although not anticipated, if a threatened or endangered species is encountered during site development, the USFWS and/or TPWD authorities will be contacted.
- Areas of planned green space will be incorporated into the development to offset the loss of upland habitat.
- Efforts will be made to integrate the development into the natural topography of the site utilizing BMP's from the Town's engineering and construction standards in compliance with Sec. 98-147 (Town of Flower Mound Code of Ordinance – Topographical Slope Protection).

CONCLUSION

It is our opinion that this project is expected to have no effect on the federally listed species and is not expected to have adverse impacts on state listed animal or plant species. Resident or migrant wildlife that may be displaced by the proposed development are highly mobile and generally benefit from urban landscapes.

The developer is seeking an exception to impact protected slopes greater than 12%. The proposed site plan currently depicts approximately 0.37-acre of impacts to slopes greater than 12% (Sheet 6 in Appendix A); however, the developer is seeking an exception to impact: approximately 0.5-acre of slopes greater than 12% because the current proposed site plan is conceptual and final grading limits are not fully known. The increase in impacts to approximately 0.5-acre is to account for grading around these slopes to join existing topography.

Efforts were made to design a development footprint that minimizes impacts to Town ESA and natural habitat. Areas within the development will remain as natural habitats and wildlife corridors for the surrounding area.

This EPP, including applicable structural and procedural BMPs, will be implemented to minimize ESA loss, minimize habitat loss, maintain continuity of tree stands and other wildlife habitat areas, while allowing for practicable development.

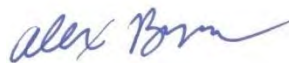
Please contact us by phone at (972) 770-3029 or by email at alex.brown@kimley-horn.com, if you have questions or need additional information about this Environmental Protection Plan.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Emma Roquemore



Alex M. Brown, PWS

APPENDIX A

Study Area Maps



K:\Data_Environmental\Projects\064476300 - Mustang Creek - 1 - Flower Mound - EIR\Drawings\Vicinity Map.mxd

Legend

 Study Area, ~9.0-acres

SHEET

1

DATE: 01/27/2020

DRAWN: EKR

CHECKED: AMB

KHA NO.: 064476300

Vicinity Map

Source: Esri

**Mustang Creek
Assisted Living**

Flower Mound, Denton Co., Texas



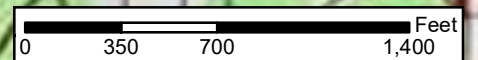
Kimley»Horn

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Legend

 Study Area, ~9.0-acres



SHEET

2

DATE: 01/27/2020

DRAWN: EKR

CHECKED: AMB

KHA NO.: 064476300

USGS Topographic Map

Quad Name: Lewisville West

Mustang Creek Assisted Living

Flower Mound, Denton Co., Texas



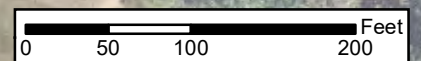
Kimley»Horn

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Legend

-  Likely Jurisdictional Ephemeral Stream, ~840-linear feet
-  Likely Non-Jurisdictional Relict Channel, ~108-linear feet
-  Likely Non-Jurisdictional Upland Drainage, ~130-linear feet
-  Study Area, ~9.0-acres



SHEET

3

DATE: 01/29/2019

DRAWN: EKR

CHECKED: AMB

KHA NO.: 064476300

Aquatic Resource Delineation Map

Source: Nearmap, Oct. 2019

Mustang Creek Assisted Living

Flower Mound, Denton Co., Texas



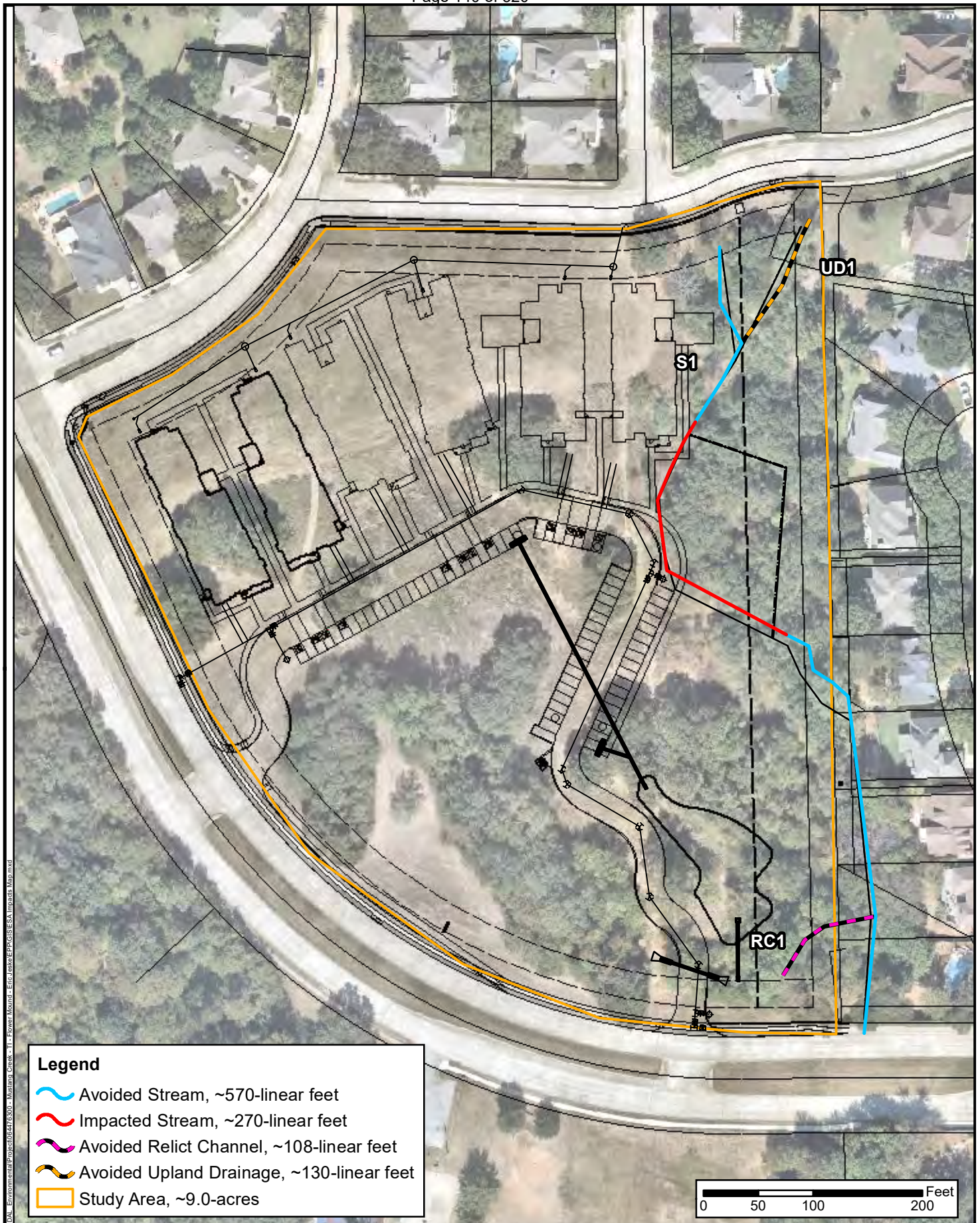
Kimley»Horn

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

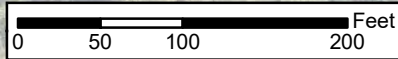
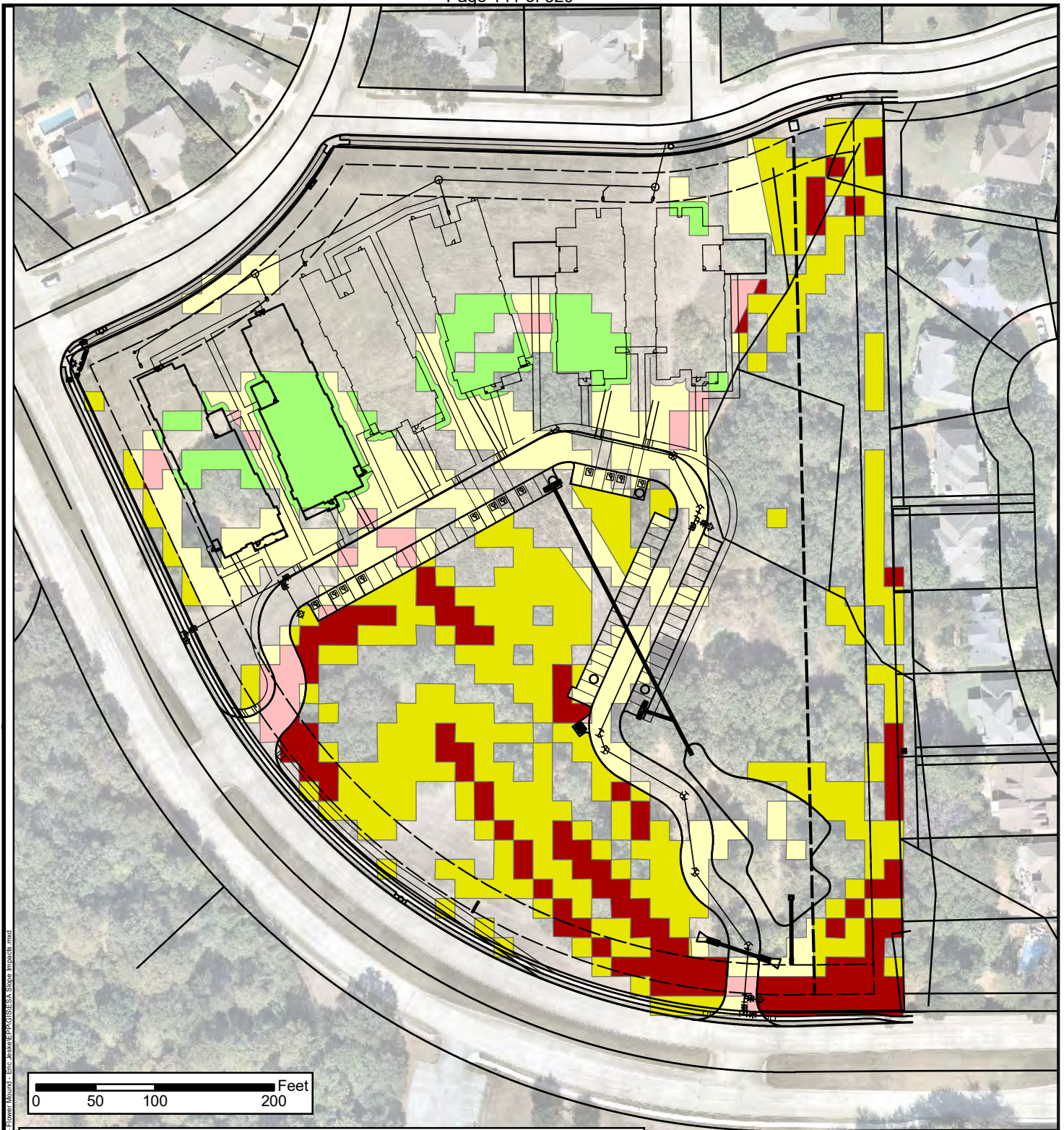


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SHEET 4	DATE: 01/27/2020 DRAWN: EKR CHECKED: AMB KHA NO.: 064476300	Historic Aerial Map TNRIS 1996	Mustang Creek Assisted Living Flower Mound, Denton Co., Texas		Kimley»Horn This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
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SHEET 5	DATE: 01/27/2020 DRAWN: EKR CHECKED: AMB KHA NO.: 064476300	ESA Impacts Map Source: Nearmap, Oct. 2019	Mustang Creek Assisted Living Flower Mound, Denton Co., Texas		Kimley»Horn This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
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Legend

ESA Slope Impacts

- Slopes 5% to 12%, Exempt within 5-ft of Building Footprint (~0.47-acre)
- Slopes 5% to 12%, Impacted (~1.15-acres)
- Slopes 12% and Greater, Impacted (~0.37-acre)
- Slopes 5% to 12%, Avoided (~1.65-acres)
- Slopes 12% and Greater, Avoided (~0.65-acre)

SHEET

6

DATE: 01/29/2020

DRAWN: EKR

CHECKED: AMB

KHA NO.: 064476300

Slope Impacts Map

Aerial: Nearmap, Oct. 2019

**Mustang Creek
Assisted Living**

Flower Mound, Denton Co., Texas

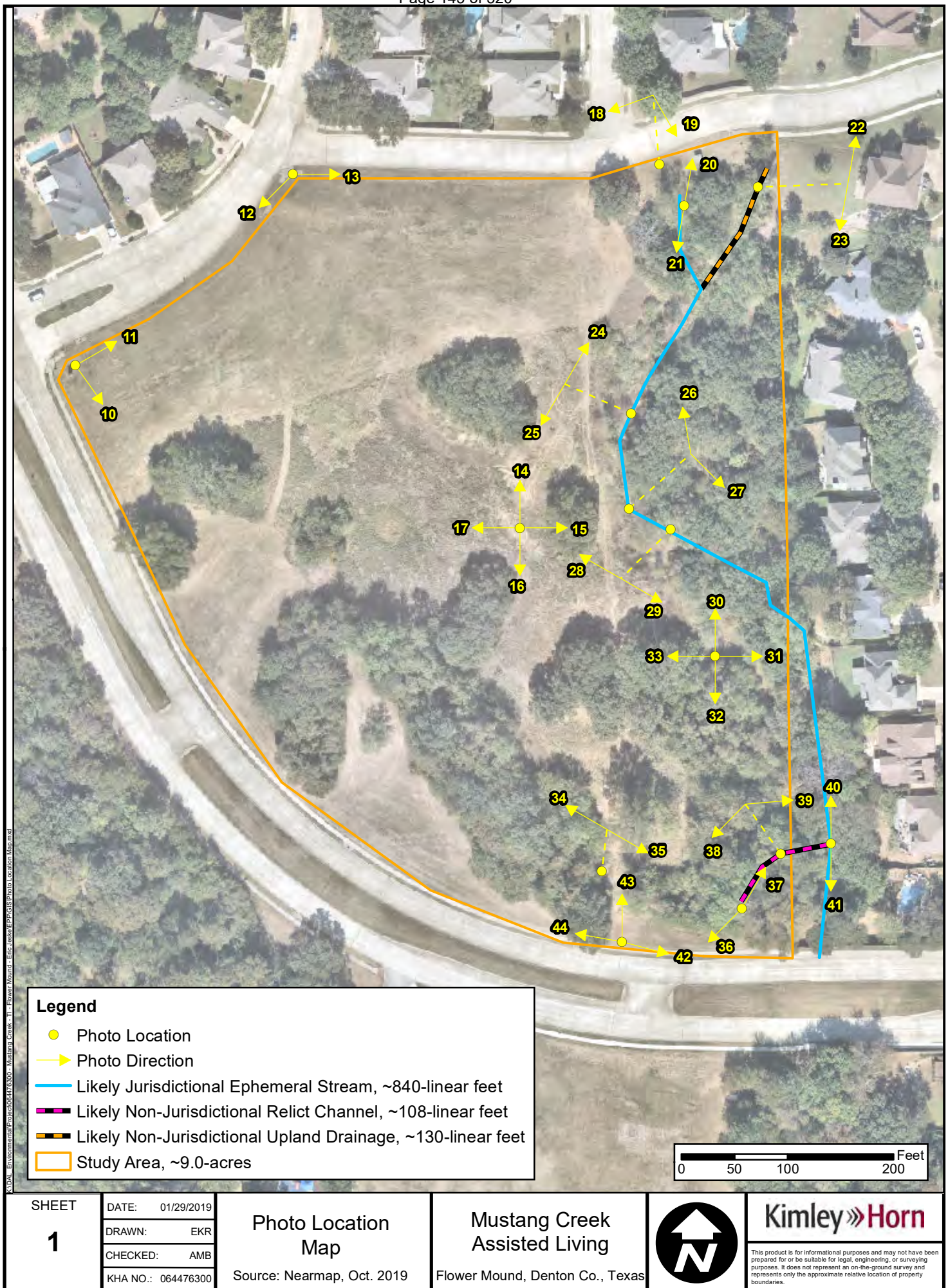


Kimley»Horn

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

APPENDIX B

Site Visit Photos





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Photos were taken on 01/29/2020



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Photos were taken on 01/29/2020



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43



44

Photos were taken on 01/29/2020

APPENDIX C

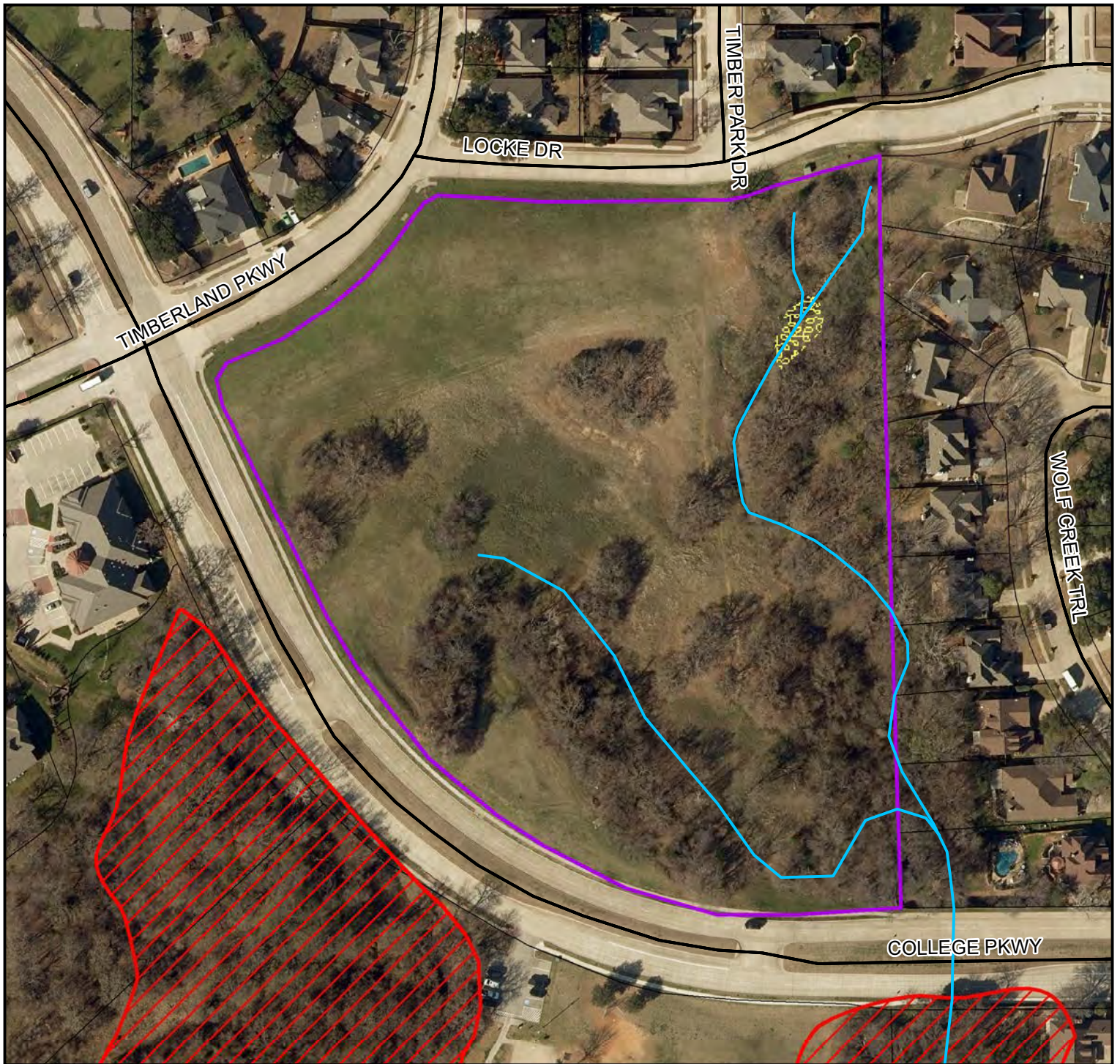
Town of Flower Mound

ESA Survey



Environmentally Sensitive Area Survey

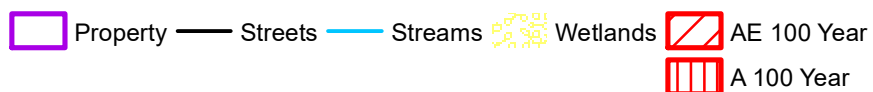
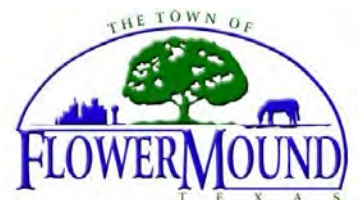
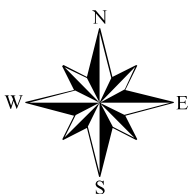
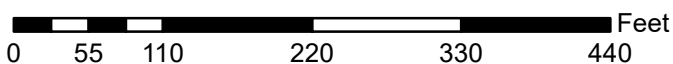
Property Name: Mustang Creek Estates		Contact: Larry Clendenen, with Kimley Horn	
Property Address: Generally located east of College Parkway and South of Timberland Parkway			
Environmentally Sensitive Area Criteria		ESA Criteria Description & Notes	
<u>Upland Habitat</u> Criteria Present? ☐ Yes ☒ No		None	
<u>Riparian Habitat</u> Criteria Present? ☒ Yes ☐ No		There are two streams on this site. The one that runs north to the south on the east side of the property is clearly defined with an ordinary high water mark. The stream that runs west to east on the south end of the property is not as well defined because it appears that it was cut off with the prior construction of College Parkway.	
<u>Prairie Habitat</u> Criteria Present? ☐ Yes ☒ No		None	
<u>Waters of the State</u> Criteria Present? ☒ Yes ☐ No		There are streams located on this site.	
<u>Floodplain</u> Criteria Present? ☐ Yes ☒ No		None	
<u>Wetlands</u> Criteria Present? ☒ Yes ☐ No		The portion of the site around where the flow from the two culverts on the NE end of the site converge would be considered a wetland, based on the vegetation observed.	
<u>Water Impoundment Protection</u> Criteria Present? ☐ Yes ☒ No		None	
<u>Topographical Slope Protection</u> Criteria Present? ☒ Yes ☐ No		Based on a site visit, the slope map does not do a very good job of identifying the slopes that were observed out in the field. There are definitely some elevation changes on this site, and those need to be more accurately depicted.	
Action Steps/Additional Notes			
Based on the proposed impacts to the stream that runs north to south on the east side of this property, along with the emergent wetland, an EPP will be required. A map that more accurately depicts the contour changes to help show slopes from 5-12% and slopes greater than or equal to 12% will also need to be submitted.			
EPP Required? ☒ Yes ☐ No		Attachments ☒ Site Orthographic Aerial Photograph ☐ Other:	
EPP Consultant: N/A			
Submitted by: (print) James Hoefert		Signature & Date: James Hoefert 1/13/2020	
Forwarded to EPP Consultant: N/A		Filed with Development Services & Environmental Services	Last Modified: 1/13/2020

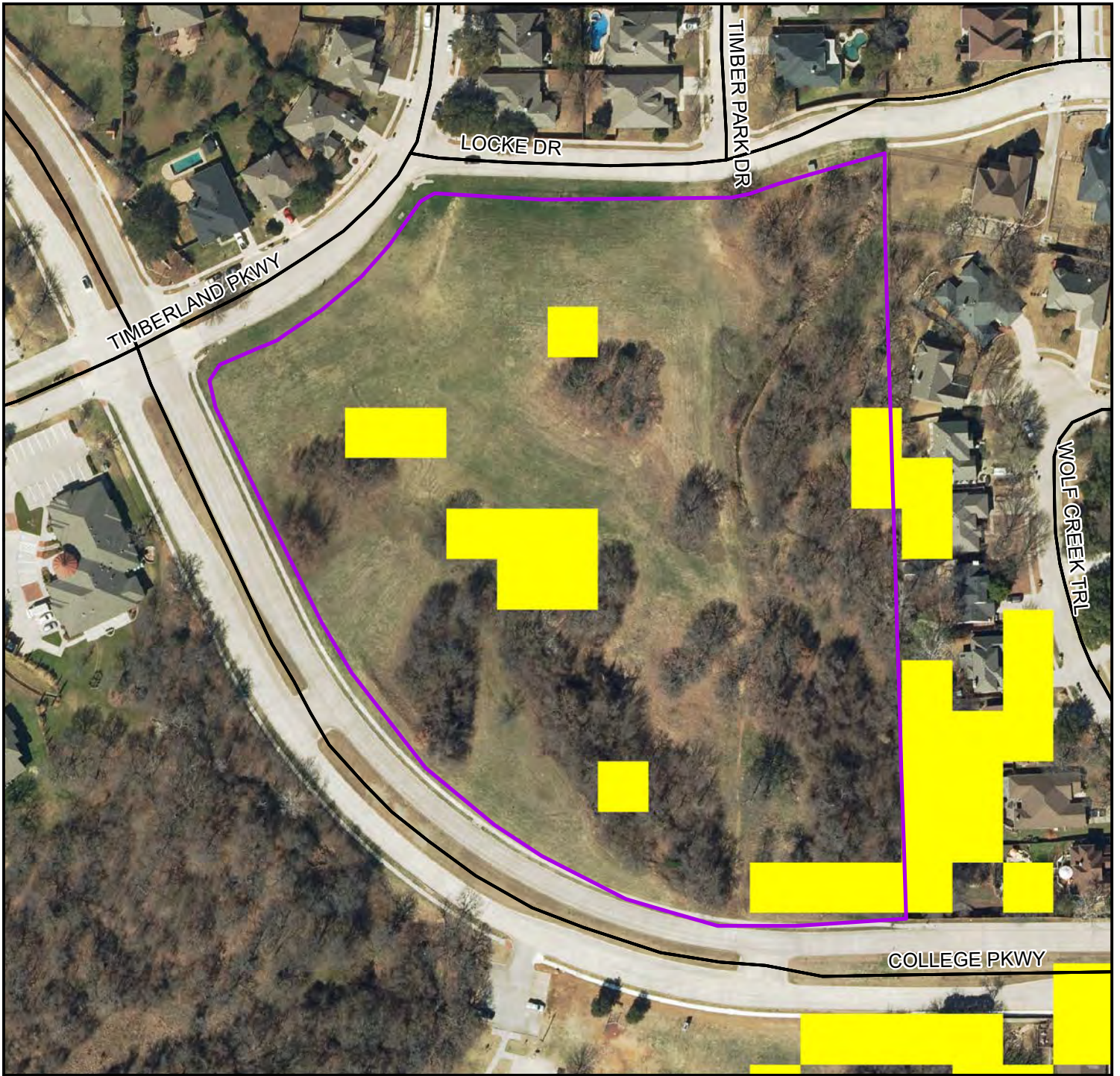


Environmentally Sensitive Area Survey Mustang Creek Estates

Map Created: January 13, 2020
Environmental Services Department
Town of Flower Mound

1 inch = 142 feet



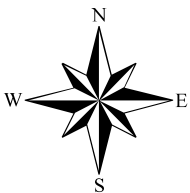


Mustang Creek Estates - Slope Map

Map Created: January 13, 2020
Environmental Services Department
Town of Flower Mound

1 inch = 142 feet

0 55 110 220 330 440 Feet



 Property	 Streets	Slope Percent	 < 5.0	 > 5.0 - 12.0
				 > 12.0

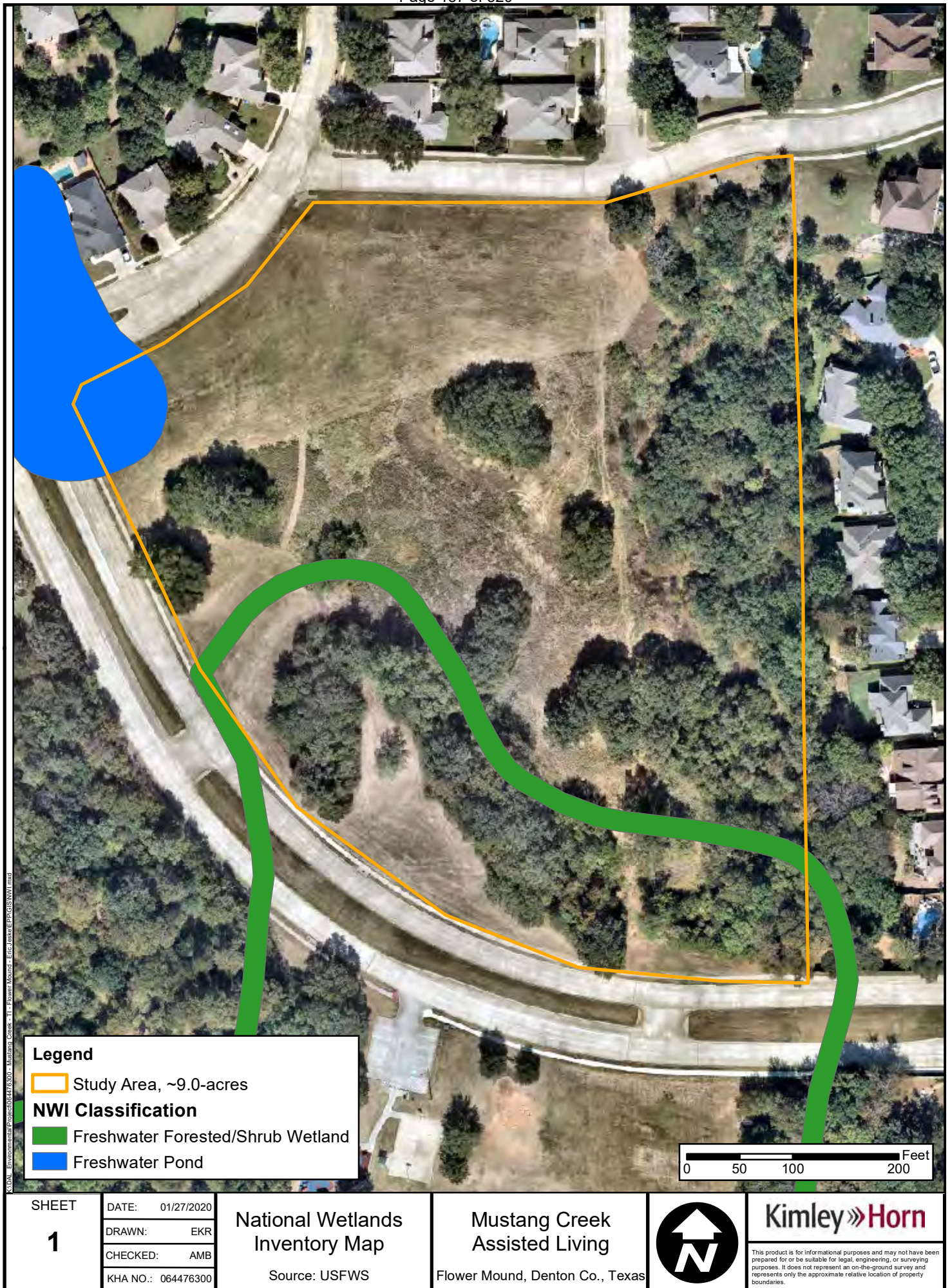
APPENDIX D

FEMA FIRMette Map



APPENDIX E

USFWS NWI Map



SHEET

1

DATE: 01/27/2020

DRAWN: EKR

CHECKED: AMB

KHA NO.: 064476300

National Wetlands Inventory Map

Source: USFWS

Mustang Creek Assisted Living

Flower Mound, Denton Co., Texas



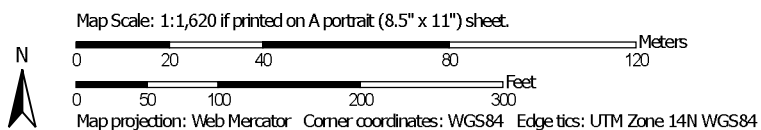
Kimley»Horn

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

APPENDIX F

USDA Soils Map

Soil Map—Denton County, Texas
(Tree Inventory Area Mustang Creek)



Soil Map—Denton County, Texas
(Tree Inventory Area Mustang Creek)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Denton County, Texas

Survey Area Data: Version 16, Sep 12, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 29, 2016—Nov 29, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
23	Callisburg fine sandy loam, 1 to 3 percent slopes	5.0	55.0%
39	Gowen clay loam, occasionally flooded	3.1	34.8%
50	Konsil fine sandy loam, 1 to 3 percent slopes	0.9	10.3%
Totals for Area of Interest		9.0	100.0%

APPENDIX G

USFWS IPaC Official Species List

IPaC Information for Planning and Consultation U.S. Fish & Wildlife Service

Last login January 27, 2020 11:47 AM MST

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Project information

NAME

Mustang Creek EPP

LOCATION

Denton County, Texas



DESCRIPTION

Environmental

Protection Plan for the Town of Flower Mound

Local office

Arlington Ecological Services Field Office

☎ (817) 277-1100 

📠 (817) 277-1129 

2005 Ne Green Oaks Blvd
Suite 140
Arlington, TX 76006-6247

<http://www.fws.gov/southwest/es/arlingtontexas/>

<http://www.fws.gov/southwest/es/EndangeredSpecies/lists/>

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act requires Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Log in to IPaC.
2. Go to your My Projects list.
3. Click PROJECT HOME for this project.
4. Click REQUEST SPECIES LIST.

Listed species

¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are not shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
 2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
Least Tern <i>Sterna antillarum</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8505	Endangered
Piping Plover <i>Charadrius melodus</i> This species only needs to be considered if the following condition applies: • Wind Energy Projects There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/6039	Threatened
Red Knot <i>Calidris canutus rufa</i> This species only needs to be considered if the following condition applies: • Wind Energy Projects No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1864	Threatened
Whooping Crane <i>Grus americana</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/758	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act

¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.

2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

Harris's Sparrow *Zonotrichia querula*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Henslow's Sparrow *Ammodramus henslowii*

Breeds May 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/3941>

Lesser Yellowlegs *Tringa flavipes*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9679>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (l)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

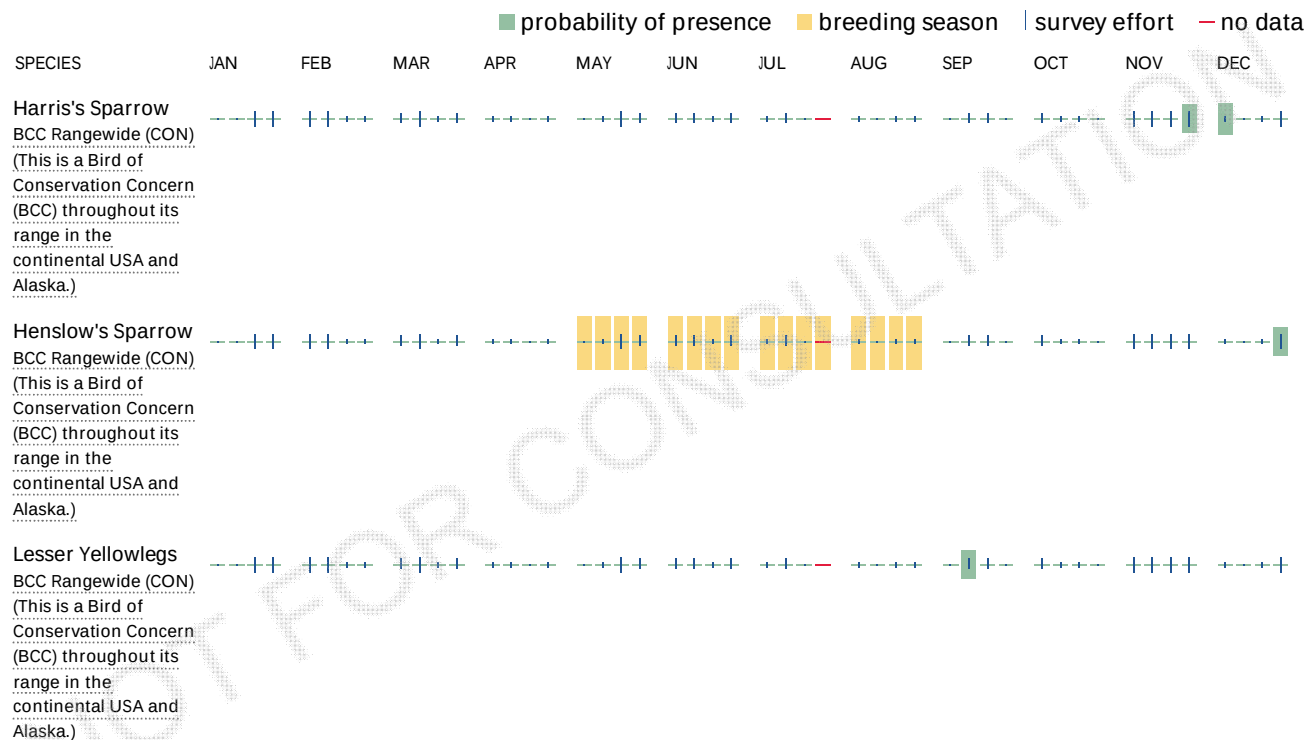
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (-)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

APPENDIX H

TPWD Annotated List of Rare Species for Denton County

Last Update: 7/17/2019

DENTON COUNTY**AMPHIBIANS****Strecker's chorus frog** *Pseudacris streckeri*

Wooded floodplains and flats, prairies, cultivated fields and marshes. Likes sandy substrates.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

Woodhouse's toad *Anaxyrus woodhousii*

Extremely catholic up to 5000 feet, does very well (except for traffic) in association with man.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: SU

BIRDS**bald eagle** *Haliaeetus leucocephalus*

Found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds

Federal Status:	State Status: T	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3B,S3N

black rail *Laterallus jamaicensis*

Salt, brackish, and freshwater marshes, pond borders, wet meadows, and grassy swamps; nests in or along edge of marsh, sometimes on damp ground, but usually on mat of previous years dead grasses; nest usually hidden in marsh grass or at base of Salicornia

Federal Status: PT	State Status:	SGCN: Y
Endemic: N	Global Rank: G3G4	State Rank: S2

Franklin's gull *Leucophaeus pipixcan*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4G5	State Rank: S2N

interior least tern *Sternula antillarum athalassos*

Sand beaches, flats, bays, inlets, lagoons, islands. Subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony

Federal Status: LE	State Status: E	SGCN: Y
Endemic: N	Global Rank: G4T2Q	State Rank: S1B

DISCLAIMER

The information on this web application is provided "as is" without warranty as to the currentness, completeness, or accuracy of any specific data. The data provided are for planning, assessment, and informational purposes. Refer to the Frequently Asked Questions (FAQs) on the application website for further information.

DENTON COUNTY**BIRDS****mountain plover***Charadrius montanus*

Breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3

State Rank: S2

pipin plover*Charadrius melodus*

Beaches, sandflats, and dunes along Gulf Coast beaches and adjacent offshore islands. Also spoil islands in the Intracoastal Waterway. Based on the November 30, 1992 Section 6 Job No. 9.1, Piping Plover and Snowy Plover Winter Habitat Status Survey, algal flats appear to be the highest quality habitat. Some of the most important aspects of algal flats are their relative inaccessibility and their continuous availability throughout all tidal conditions. Sand flats often appear to be preferred over algal flats when both are available, but large portions of sand flats along the Texas coast are available only during low-very low tides and are often completely unavailable during extreme high tides or strong north winds. Beaches appear to serve as a secondary habitat to the flats associated with the primary bays, lagoons, and inter-island passes. Beaches are rarely used on the southern Texas coast, where bayside habitat is always available, and are abandoned as bayside habitats become available on the central and northern coast. However, beaches are probably a vital habitat along the central and northern coast (i.e. north of Padre Island) during periods of extreme high tides that cover the flats. Optimal site characteristics appear to be large in area, sparsely vegetated, continuously available or in close proximity to secondary habitat, and with limited human disturbance.

Federal Status: LT

State Status: T

SGCN: Y

Endemic: N

Global Rank: G3

State Rank: S2N

red knot*Calidris canutus rufa*

Red knots migrate long distances in flocks northward through the contiguous United States mainly April-June, southward July-October. A small plump-bodied, short-necked shorebird that in breeding plumage, typically held from May through August, is a distinctive and unique pottery orange color. Its bill is dark, straight and, relative to other shorebirds, short-to-medium in length. After molting in late summer, this species is in a drab gray-and-white non-breeding plumage, typically held from September through April. In the non-breeding plumage, the knot might be confused with the omnipresent Sanderling. During this plumage, look for the knot's prominent pale eyebrow and whitish flanks with dark barring. The Red Knot prefers the shoreline of coast and bays and also uses mudflats during rare inland encounters. Primary prey items include coquina clam (*Donax* spp.) on beaches and dwarf surf clam (*Mulinia lateralis*) in bays, at least in the Laguna Madre. Wintering Range includes Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jefferson, Kennedy, Kleberg, Matagorda, Nueces, San Patricio, and Willacy. Habitat: Primarily seacoasts on tidal flats and beaches, herbaceous wetland, and Tidal flat/shore.

Federal Status: LT

State Status:

SGCN: Y

Endemic: N

Global Rank: G4T2

State Rank: SNRN

western burrowing owl*Athene cunicularia hypugaea*

Open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G4T4

State Rank: S2

white-faced ibis*Plegadis chihi*

Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; currently confined to near-coastal rookeries in so-called hog-wallow prairies. Nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.

Federal Status:

State Status: T

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S4B

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DENTON COUNTY**BIRDS****whooping crane** *Grus americana*

Small ponds, marshes, and flooded grain fields for both roosting and foraging. Potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.

Federal Status: LE	State Status: E	SGCN: Y
Endemic: N	Global Rank: G1	State Rank: S1N

INSECTS**American bumblebee** *Bombus pensylvanicus*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic:	Global Rank: G3G4	State Rank: SNR

No accepted common name *Arethaea ambulator*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic:	Global Rank: GNR	State Rank: SNR

MAMMALS**American badger** *Taxidea taxus*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5

big brown bat *Eptesicus fuscus*

Any wooded areas or woodlands except south Texas. Riparian areas in west Texas.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5

big free-tailed bat *Nyctinomops macrotis*

Habitat data sparse but records indicate that species prefers to roost in crevices and cracks in high canyon walls, but will use buildings, as well; reproduction data sparse, gives birth to single offspring late June-early July; females gather in nursery colonies; winter habits undetermined, but may hibernate in the Trans-Pecos; opportunistic insectivore

Federal Status:	State Status:	SGCN: Y
Endemic:	Global Rank: G5	State Rank: S3

black-tailed prairie dog *Cynomys ludovicianus*

Dry, flat, short grasslands with low, relatively sparse vegetation, including areas overgrazed by cattle; live in large family groups

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S3

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DENTON COUNTY**MAMMALS****eastern red bat***Lasiurus borealis*

Found in a variety of habitats in Texas. Usually associated with wooded areas. Found in towns especially during migration.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3G4

State Rank: S4

eastern spotted skunk*Spilogale putorius*

Catholic; open fields prairies, croplands, fence rows, farmyards, forest edges & woodlands. Prefer wooded, brushy areas & tallgrass prairies. S.p. ssp. interrupta found in wooded areas and tallgrass prairies, preferring rocky canyons and outcrops when such sites are available.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G4

State Rank: S1S3

hoary bat*Lasiurus cinereus*

Known from montane and riparian woodland in Trans-Pecos, forests and woods in east and central Texas.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3G4

State Rank: S4

long-tailed weasel*Mustela frenata*

Includes brushlands, fence rows, upland woods and bottomland hardwoods, forest edges & rocky desert scrub. Usually live close to water.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S5

Mexican free-tailed bat*Tadarida brasiliensis*

Roosts in buildings in east Texas. Largest maternity roosts are in limestone caves on the Edwards Plateau. Found in all habitats, forest to desert.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S5

mink*Neovison vison*

Intimately associated with water; coastal swamps & marshes, wooded riparian zones, edges of lakes. Prefer floodplains.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S4

mountain lion*Puma concolor*

Rugged mountains & riparian zones.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S2S3

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DENTON COUNTY**MAMMALS****plains spotted skunk***Spilogale putorius interrupta*

Catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie

Federal Status:

State Status:

SGCN: N

Endemic: N

Global Rank: G4T4

State Rank: S1S3

southern short-tailed shrew*Blarina carolinensis*

Habitat description is not available at this time.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S4

swamp rabbit*Sylvilagus aquaticus*

Habitat description is not available at this time.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S5

thirteen-lined ground squirrel*Ictidomys tridecemlineatus*

Habitat description is not available at this time.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S5

tricolored bat*Perimyotis subflavus*

Forest, woodland and riparian areas are important. Caves are very important to this species.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G2G3

State Rank: S3S4

western hog-nosed skunk*Conepatus leuconotus*Habitats include woodlands, grasslands & deserts, to 7200 feet, most common in rugged, rocky canyon country; little is known about the habitat of the ssp. *telmalestes*

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G4

State Rank: S4

woodland vole*Microtus pinetorum*

Include grassy marshes, swamp edges, old-field/pine woodland ecotones, tallgrass fields; generally sandy soils.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3

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DENTON COUNTY**MOLLUSKS****Louisiana pigtoe***Pleurobema riddellii*

Streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins

Federal Status:

State Status: T

SGCN: Y

Endemic: N

Global Rank: G1G2

State Rank: S1

sandbank pocketbook*Lampsilis satura*

Small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Sulfur south through San Jacinto River basins; Neches River

Federal Status:

State Status: T

SGCN: Y

Endemic:

Global Rank: G2

State Rank: S1

Texas heelsplitter*Potamilus amphichaenus*

Quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins

Federal Status:

State Status: T

SGCN: Y

Endemic: N

Global Rank: G1G2

State Rank: S1

REPTILES**American alligator***Alligator mississippiensis*

Coastal marshes; inland natural rivers, swamps and marshes; manmade impoundments.

Federal Status:

State Status:

SGCN: N

Endemic: N

Global Rank: G5

State Rank: S4

common garter snake*Thamnophis sirtalis*

Irrigation canals and riparian-corridor farmlands in west; marshy, flooded pastureland, grassy or brushy borders of permanent bodies of water; coastal salt marshes.

Federal Status:

State Status:

SGCN: N

Endemic:

Global Rank: G5

State Rank: S2

eastern box turtle*Terrapene carolina*

Eastern box turtles inhabit forests, fields, forest-brush, and forest-field ecotones. In some areas they move seasonally from fields in spring to forest in summer. They commonly enters pools of shallow water in summer. For shelter, they burrow into loose soil, debris, mud, old stump holes, or under leaf litter. They can successfully hibernate in sites that may experience subfreezing temperatures. In Maryland bottomland forest, some hibernated in pits or depressions in forest floor (usually about 30 cm deep) usually within summer range; individuals tended to hibernate in same area in different years (Stickel 1989). Also attracted to farms, old fields and cut-over woodlands, as well as creek bottoms and dense woodlands. Egg laying sites often are sandy or loamy soils in open areas; females may move from bottomlands to warmer and drier sites to nest. In Maryland, females used the same nesting area in different years (Stickel 1989).

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3

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DENTON COUNTY**REPTILES****slender glass lizard***Ophisaurus attenuatus*

Prefers relatively dry microhabitats, usually associated with grassy areas. Habitats include open grassland, prairie, woodland edge, open woodland, oak savannas, longleaf pine flatwoods, scrubby areas, fallow fields, and areas near streams and ponds, often in habitats with sandy soil. This species often appears on roads in spring. During inactivity, it occurs in underground burrows. In Kansas, slender glass lizards were scarce in heavily grazed pastures, increased as grass increased with removal of grazing, and declined as brush and trees replaced grass (Fitch 1989). Eggs are laid underground, under cover, or under grass clumps (Ashton and Ashton 1985); in cavities beneath flat rocks or in abandoned tunnels of small mammals (*Scalopus*, *Microtus*) (Fitch 1989).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

smooth softshell*Apalone mutica*

Any permanent body of water. Large rivers and streams; in some areas also found in lakes, impoundments, and shallow bogs (Ernst and Barbour 1972). Usually in water with sandy or mud bottom and few aquatic plants. Often basks on sand bars and mudflats at edge of water. Eggs are laid in nests dug in high open sandbars and banks close to water, usually within 90 m of water (Fitch and Plummer 1975).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

Texas garter snake*Thamnophis sirtalis annectens*

Irrigation canals and riparian-corridor farmlands in west; marshy, flooded pastureland, grassy or brushy borders of permanent bodies of water; coastal salt marshes. Wet or moist microhabitats are conducive to the species occurrence, but is not necessarily restricted to them; hibernates underground or in or under surface cover; breeds March-August.

Federal Status:	State Status:	SGCN: Y
Endemic: Y	Global Rank: G5T4	State Rank: S1

Texas horned lizard*Phrynosoma cornutum*

Occurs to 6000 feet, but largely limited below the pinyon-juniper zone on mountains in the Big Bend area. Open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September.

Federal Status:	State Status: T	SGCN: Y
Endemic: N	Global Rank: G4G5	State Rank: S3

timber (canebrake) rattlesnake*Crotalus horridus*

Swamps, floodplains, upland pine and deciduous woodland, riparian zones, abandoned farmland. Limestone bluffs, sandy soil or black clay. Prefers dense ground cover, i.e. grapevines, palmetto.

Federal Status:	State Status: T	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S4

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DENTON COUNTY**REPTILES****western box turtle** *Terrapene ornata*

Ornate or western box turtles inhabit prairie grassland, pasture, fields, sandhills, and open woodland. They are essentially terrestrial but sometimes enter slow, shallow streams and creek pools. For shelter, they burrow into soil (e.g., under plants such as yucca) (Converse et al. 2002) or enter burrows made by other species; winter burrow depth was 0.5-1.8 meters in Wisconsin (Doroff and Keith 1990), 7-120 cm (average depth 54 cm) in Nebraska (Converse et al. 2002). Eggs are laid in nests dug in soft well-drained soil in open area (Legler 1960, Converse et al. 2002). Very partial to sandy soil.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

western hognose snake *Heterodon nasicus*

Habitat consists of areas with sandy or gravelly soils, including prairies, sandhills, wide valleys, river floodplains, bajadas, semiagricultural areas (but not intensively cultivated land), and margins of irrigation ditches (Degenhardt et al. 1996, Hammerson 1999, Werler and Dixon 2000, Stebbins 2003). Also thornscrub woodlands and chaparral thickets. Seems to prefer sandy and loamy soils, not necessarily flat. Periods of inactivity are spent burrowed in the soil or in existing burrows. Eggs are laid in nests a few inches below the ground surface (Platt 1969).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S4

western rattlesnake *Crotalus viridis*

Grassland, both desert and prairie; shrub desert rocky hillsides; edges of arid and semi-arid river breaks.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5

PLANTS**Glen Rose yucca** *Yucca necopina*

Grasslands on sandy soils and limestone outcrops; flowering April-June

Federal Status:	State Status:	SGCN: Y
Endemic: Y	Global Rank: G1G2	State Rank: S1S2

Topeka purple-coneflower *Echinacea atrorubens*

Occurring mostly in tallgrass prairie of the southern Great Plains, in blackland prairies but also in a variety of other sites like limestone hillsides; Perennial; Flowering Jan-June; Fruiting Jan-May

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G3	State Rank: S3

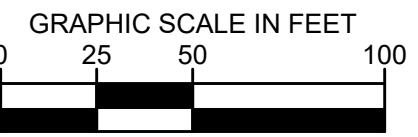
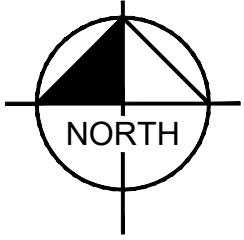
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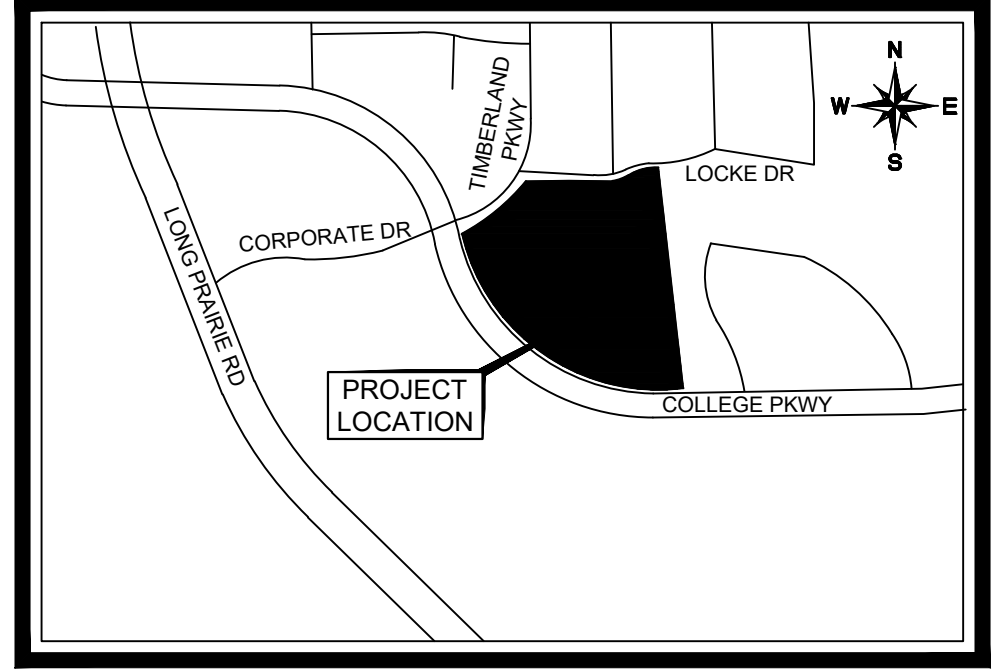
DATE: 02/03/2020
DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
CHECKED BY: KIMLEY-HORN AND ASSOCIATES, INC.
DESIGNED BY: KIMLEY-HORN AND ASSOCIATES, INC.
SCALE: AS SHOWN
DATE: FEBRUARY 2020
KHA PROJECT: 06476304

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LEGEND

PROPOSED FENCE	X
PROPERTY LINE	---
EXISTING TREE TO REMAIN	(Tree symbol)
EXISTING TREE TO BE REMOVED	(Tree symbol with X)



VICINITY MAP
N.T.S.

SITE DATA TABLE

PHYSICAL ADDRESS	N/A
GROSS SITE AREA	9.007 ACRES / 392,345 SF
EXISTING ZONING	SINGLE FAMILY OBSOLETE (PD49)
EXISTING USE	FLOODPLAIN
REQUESTED ZONING	SINGLE FAMILY ESTATE WITH PD FOR NURSING OR CONGREGATE CARE
REQUESTED USE	NURSING OR CONGREGATE CARE
LOT COVERAGE DATA	
BUILDING COVERAGE	12.37% / 48,519 SF
IMPERVIOUS AREA	26.31% / 103,223 SF
PERVIOUS AREA	73.69% / 289,122 SF
PARKING SUMMARY	REQUIRED PROVIDED
NURSING/ CONGREGATE CARE (2 SPACES PER EVERY 3 BEDS) (96 BEDS PROPOSED)	64 SPACES 64 SPACES
TOTAL PARKING	64 SPACES 64 SPACES

BUILDING DATA			
BUILDING TYPE A-A	1 STORY	BUILDING TYPE B-B	1 STORY
PEAK HEIGHT	32'-8"	PEAK HEIGHT	32'-8.5"
MEAN HEIGHT	22'-5"	MEAN HEIGHT	22'-8"
TOTAL SQUARE FOOTAGE	8,860 SF	TOTAL SQUARE FOOTAGE	8,770 SF
BUILDING TYPE A-B	1 STORY	BUILDING TYPE MC-A	1 STORY
PEAK HEIGHT	27'-2"	PEAK HEIGHT	26'-0"
MEAN HEIGHT	20'-0"	MEAN HEIGHT	18'-10"
TOTAL SQUARE FOOTAGE	8,873 SF	TOTAL SQUARE FOOTAGE	7,964 SF
BUILDING TYPE B-A	1 STORY	BUILDING TYPE MC-B	1 STORY
PEAK HEIGHT	28'-6"	PEAK HEIGHT	27'-3"
MEAN HEIGHT	19'-7"	MEAN HEIGHT	19'-5.5"
TOTAL SQUARE FOOTAGE	8,841 SF	TOTAL SQUARE FOOTAGE	7,966 SF

MUSTANG CREEK ASSISTED LIVING
TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 883-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928

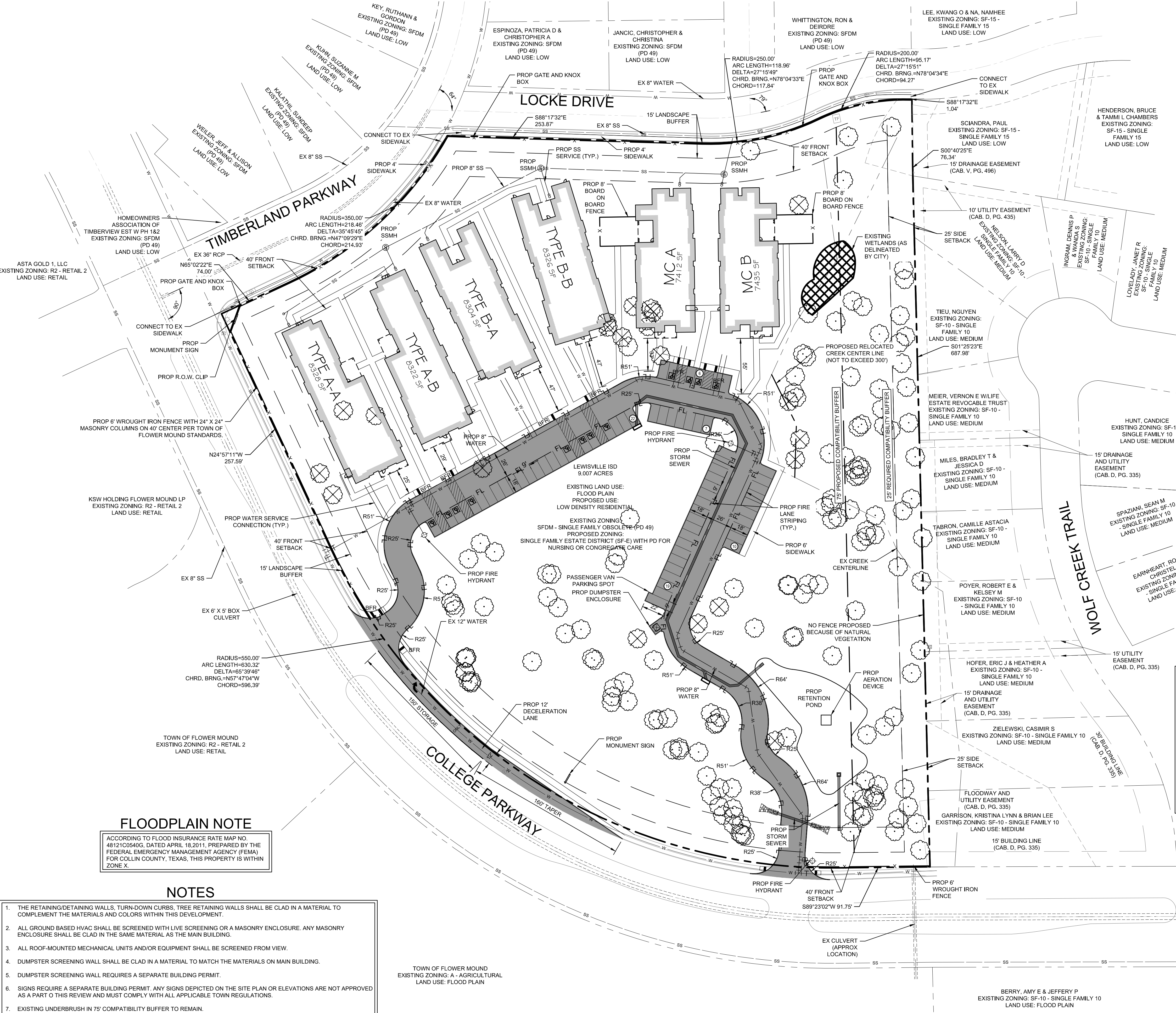
FLOODPLAIN NOTE

ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48121C0540G, DATED APRIL 18, 2011, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X.

NOTES

1. THE RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
7. EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

TOWN OF FLOWER MOUND
EXISTING ZONING: A - AGRICULTURAL
LAND USE: FLOOD PLAIN



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260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
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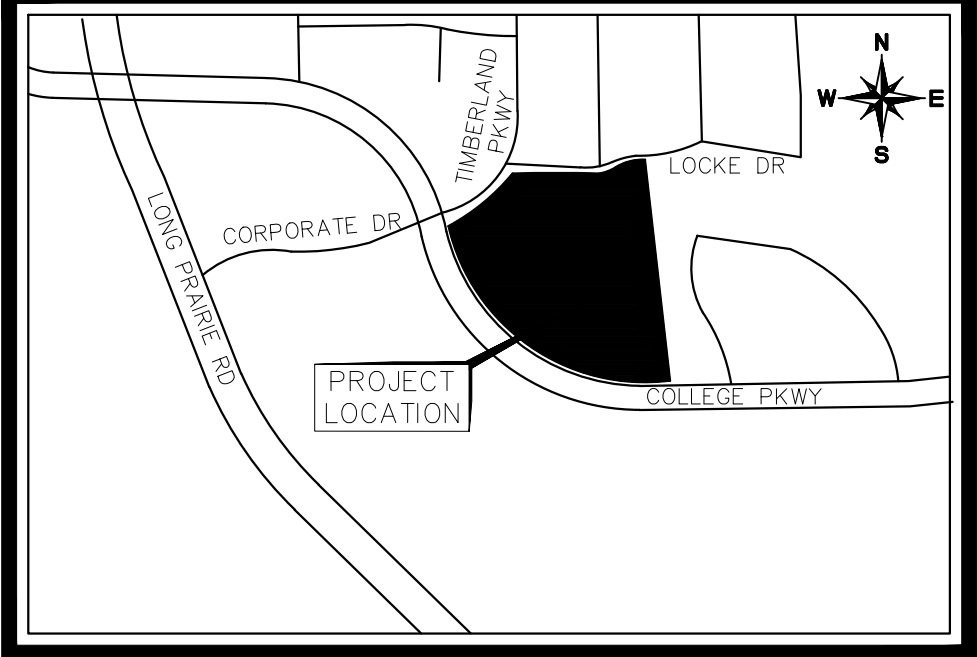
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Engineer
P.E. No. 130295 Exp. FEB 2020

KHA PROJECT: 06476304
DATE: FEBRUARY 2020
SCALE: AS SHOWN
DESIGNED BY: KIMLEY-HORN AND ASSOCIATES, INC.
DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
CHECKED BY: KIMLEY-HORN AND ASSOCIATES, INC.

MUSTANG CREEK ASSISTED LIVING
FLOWER MOUND

REVISED CONCEPTUAL SITE PLAN

SHEET NUMBER
EX-1.1



SITE DATA TABLE

PHYSICAL ADDRESS	N/A	
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TOTAL SQUARE FOOTAGE	8,841 SF	TOTAL SQUARE FOOTAGE	7,966 SF

TOWN OF FLOWER MOUND, TX - CODE LANDSCAPE TABLE		
	REQUIRED	PROVIDED
STREET YARD REQUIREMENTS		
MIN 20% OF STREET YARD TO BE LANDSCAPED	20%	100%
** INCLUDES PARKING LOT LANDSCAPING		
ROW REQUIREMENTS		
TREES		
1 TREE PER 30 LF		
COLLEGE PARKWAY	33 TREES	33 TREES
974 LF / 30 = 33 TREES		
TIMBERLAND PARKWAY	10 TREES	10 TREES
287 LF / 30 = 10 TREES		
LOCKE DRIVE	16 TREES	16 TREES
469 LF / 30 = 16 TREES		
PARKING LOT REQUIREMENTS		
80 SF OF LANDSCAPING PER 12 SPACES	480 SF	2,591 SF
64 SPACES / 12' = 5.3 X 90 = 480 SF		
1 TREE PER 10 SPACES	7 TREES	6 PROPOSED TREES
64 SPACES / 10' = 7 TREES		1 EXISTING TREE
MAX 30% SPECIES FROM ROW PLANT LIST	YES	YES
3" SPECIES MAX 50' FROM TREES	YES	YES
3' LIVING SCREENBERM	YES	YES
COMPATIBILITY BUFFER	YES	75' LANDSCAPE BUFFER EXISTING VEGETATION TO REMAIN IN PLACE TO MEET THE 1 TREE PER 400 SF OF BUFFER AREA. ANY GAPS IN EXISTING VEGETATION WILL BE INFILLED WITH MATCHING PLANT MATERIAL.

PLANT SCHEDULE

TREES	QTY	COMMON NAME
	6	Code Required Parking Lot Tree
	59	Code Required ROW Tree
	16	Supplemental Canopy Tree
ORNAMENTAL TREE	QTY	COMMON NAME
	132	Supplemental Ornamental Tree
SHRUBS	QTY	COMMON NAME
	210	Code Required Screening Shrub
MISC	QTY	COMMON NAME
	TBD	Common Bermuda Sod
	TBD	Supplemental Accent Plantings

MUSTANG CREEK ESTATES

TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY

EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
 PLANNED DEVELOPMENT (PD 49)
 PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
 PD FOR NURSING OR CONGREGATE CARE
 TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
 SUBMITTED: FEBRUARY 11, 2020

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 683-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928

[illegible]

Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes

Kimley»Horn

P.L.A. LEAH M. CAMPBELL
A. No. 2900 Date 02/11/2020

KHA PROJECT 064476304	DATE FEBRUARY 2020	SCALE AS SHOWN	DESIGNED BY MLS	DRAWN BY MLS	CHECKED BY LMC
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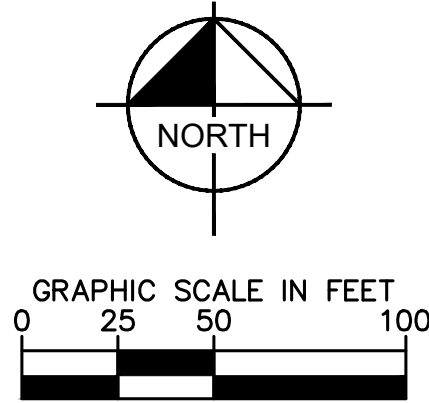
MUSTANG CREEK
ESTATES

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER
EX-7

xborder : xconcept : concept site plan : xouall : xsurv : xtree : xutil : xdborn
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 DWG NAME
 STOTTLER, MICHAEL 21/11/2020 5:46 PM
 KJ/FLR/LN0264476504 - MUSTANG CREEK FLOWER MOUND/DESIGN01 PERMIT CODE/PLANSHEET
 [LC1.01]

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adoption by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc.



EXAMPLES OF MATERIALS, COLORS, & STYLE



MATERIAL TABULATION CHART

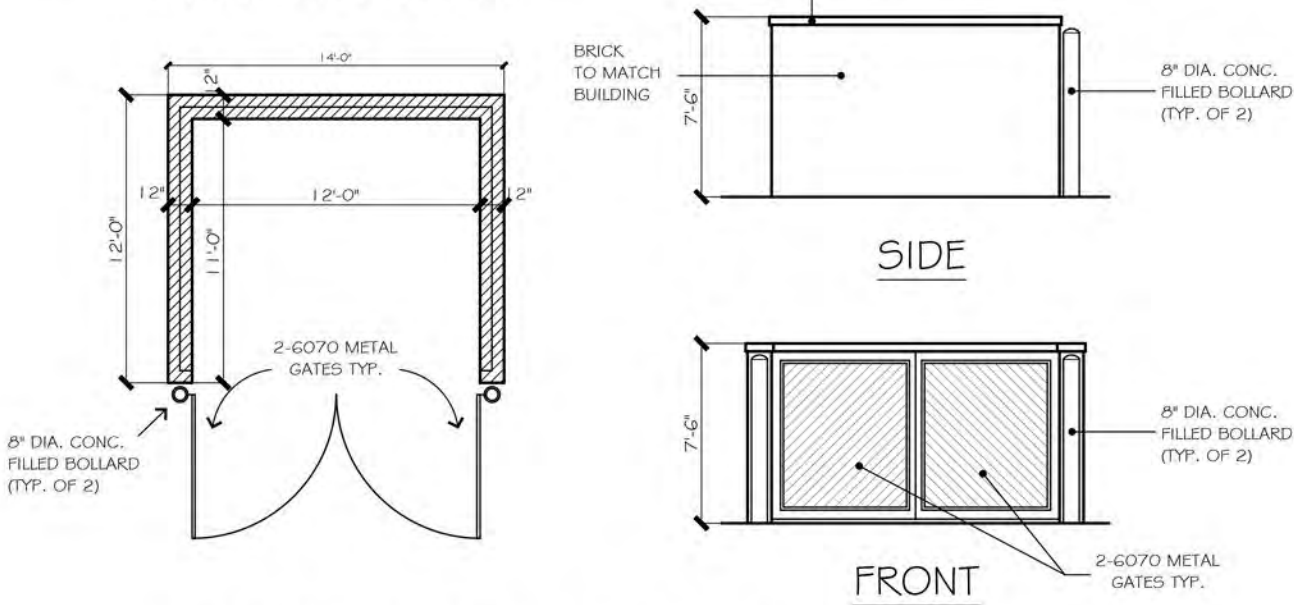
	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1929 s.f.	767 s.f.	1992 s.f.	819 s.f.
2. Facade S.F. (exclusive of doors and windows)	1733 s.f.	596 s.f.	1656 s.f.	771 s.f.
3. Doors and Windows S.F.	196 s.f.	171 s.f.	336 s.f.	48 s.f.
4. Primary Masonry Totals	1473 s.f. and 85% of 2	278 s.f. and 47% of 2	1171 s.f. and 71% of 2	532 s.f. and 69% of 2
Brck s.f. (as applicable)	1473 s.f. and 85% of 2	278 s.f. and 47% of 2	1171 s.f. and 71% of 2	532 s.f. and 69% of 2
- Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals (hard-board siding)	260 s.f. and 15% of 2	318 s.f. and 53% of 2	485 s.f. and 29% of 2	239 s.f. and 31% of 2

The Architecture, Design, Colors and Construction of all Subsequent Buildings will Substantially Conform to the Elevations Depicted

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

**NOTE: MATERIALS AND CONSTRUCTION TO MATCH MAIN BUILDING



DUMPSTER ENCLOSURE
1/8" = 1'-0" scale

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA AND SOFFITS
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL



CLAUSE

DATE: DECEMBER 12, 2019
DRAWN BY: H.M.

REVISIONS:

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL, STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD1

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1929 s.f.	767 s.f.	1992 s.f.	819 s.f.
2. Facade S.F. (exclusive of doors and windows)	1733 s.f.	596 s.f.	1656 s.f.	771 s.f.
3. Doors and Windows S.F.	196 s.f.	171 s.f.	336 s.f.	48 s.f.
4. Primary Masonry Totals	1473 sf and 85% of 2	278 s.f. and 47% of 2	1171 s.f. and 71% of 2	532 s.f. and 69% of 2
Brick s.f. (as applicable)	1473 sf and 85% of 2	278 s.f. and 47% of 2	1171 s.f. and 71% of 2	532 s.f. and 69% of 2
Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	260 s.f. and 15% of 2	318 s.f. and 53% of 2	485 s.f. and 29% of 2	239 s.f. and 31% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL

CLAUSE

DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS
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4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

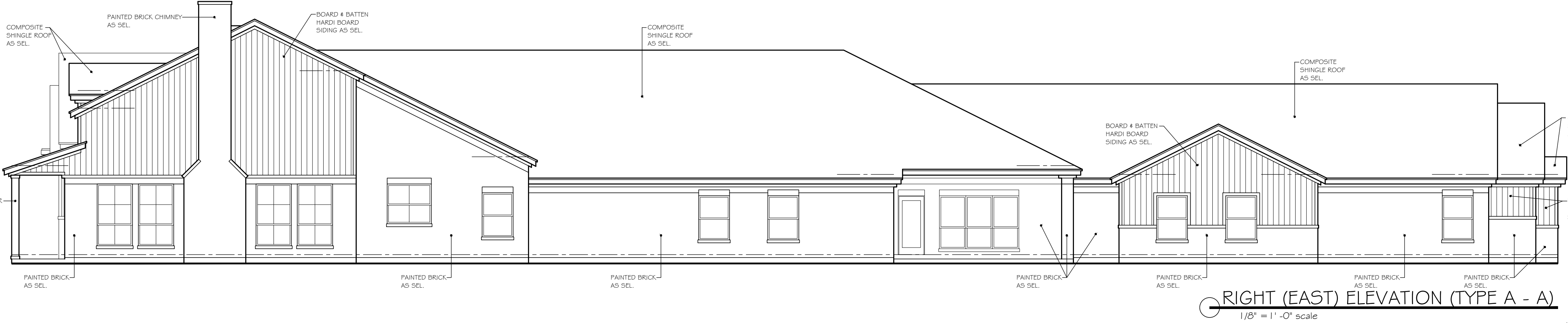
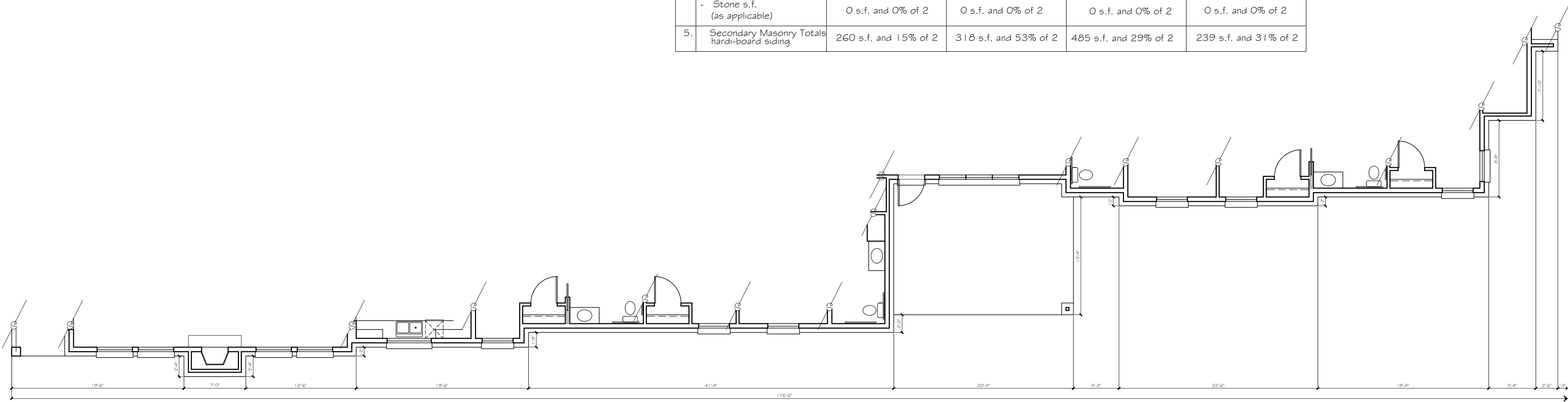
MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

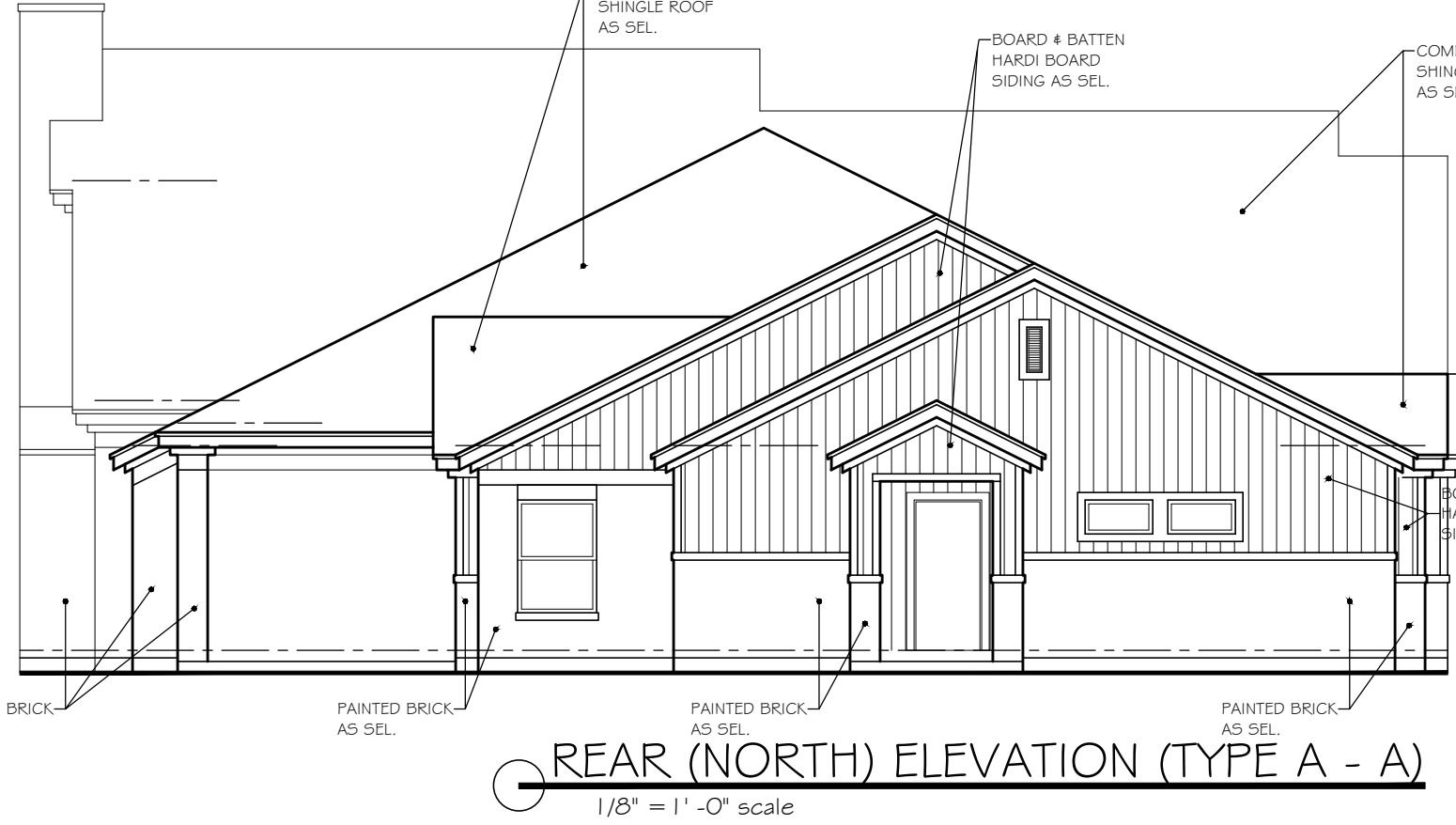
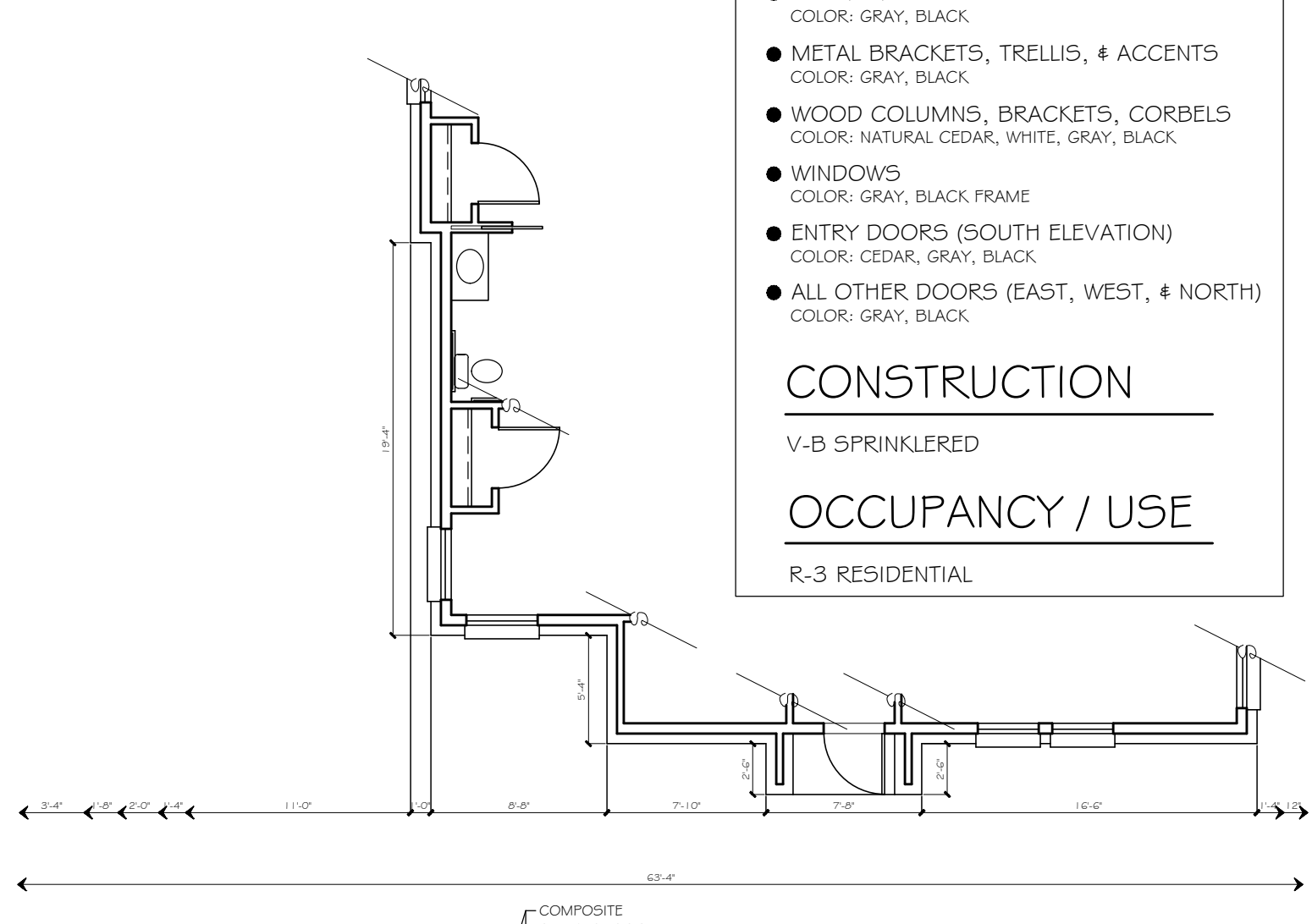
19-062

SHEET

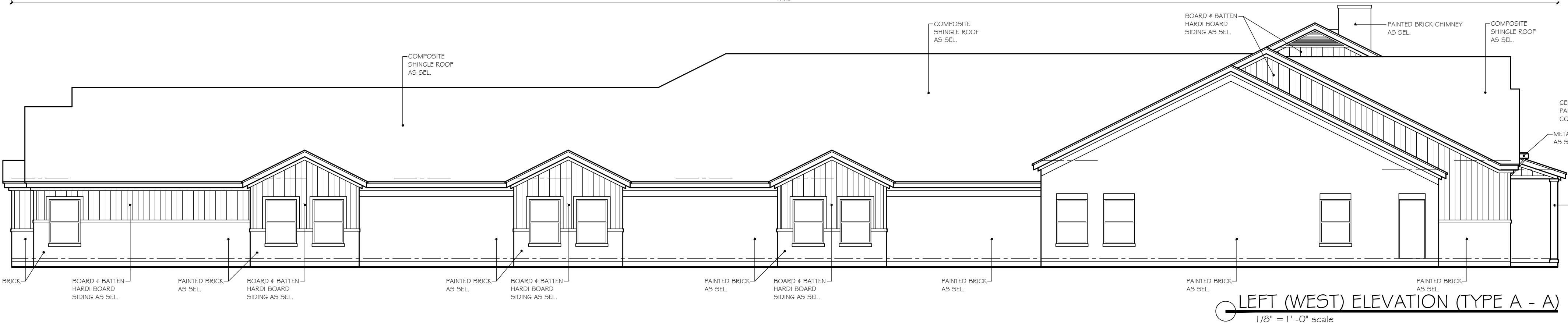
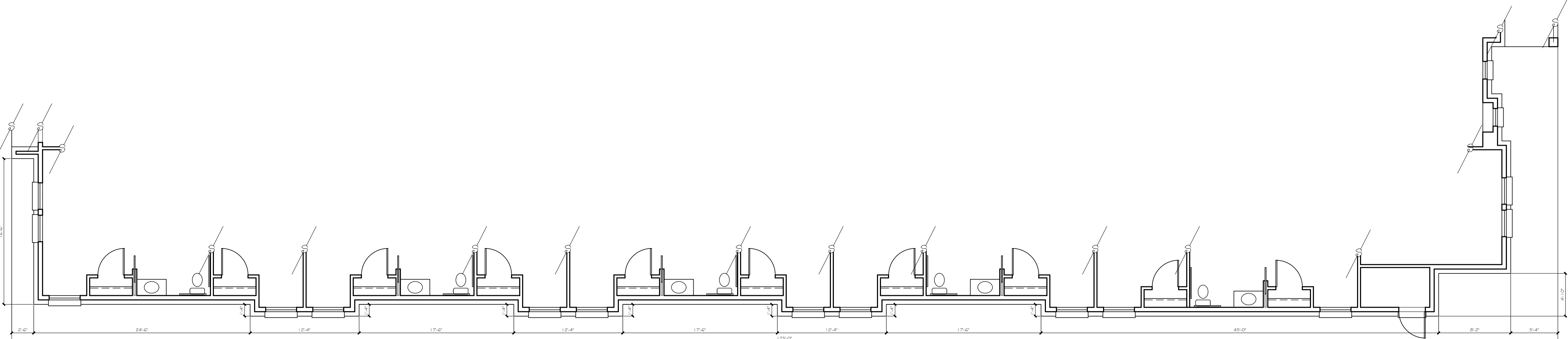
PD2



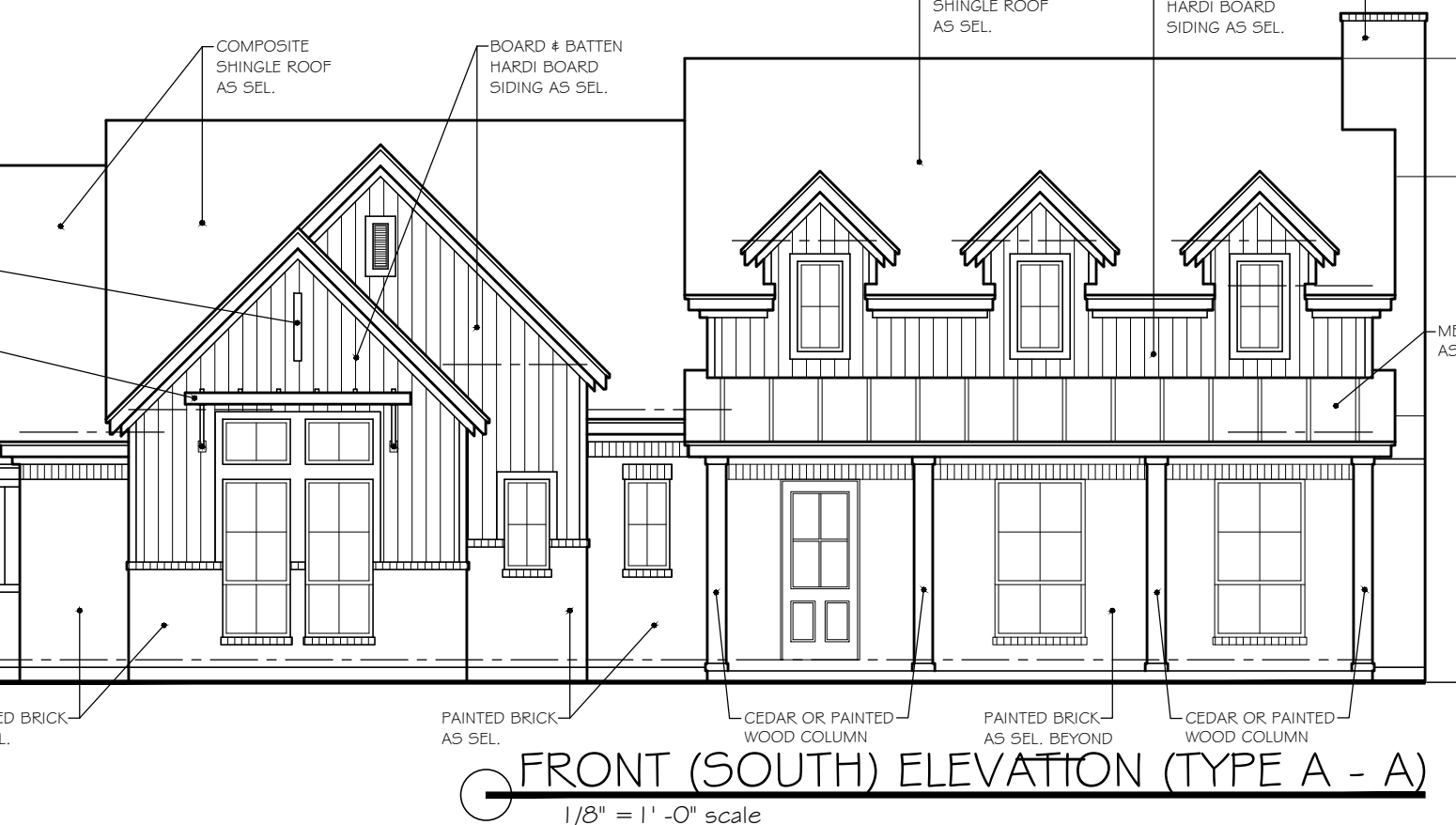
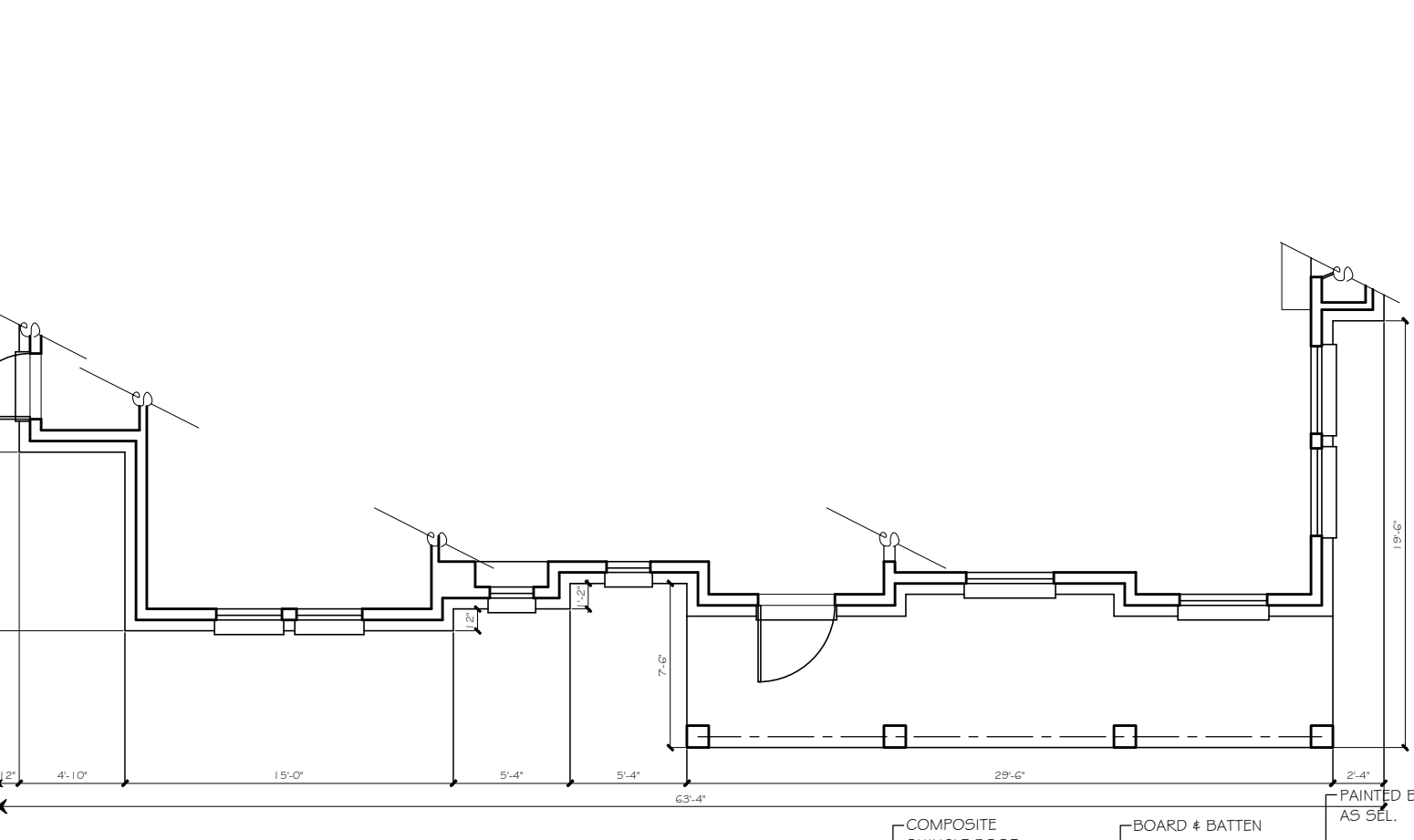
RIGHT (EAST) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



REAR (NORTH) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



LEFT (WEST) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale



FRONT (SOUTH) ELEVATION (TYPE A - A)
1/8" = 1'-0" scale

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	2097 s.f.	835 s.f.	2024 s.f.	775 s.f.
2. Facade S.F. (exclusive of doors and windows)	1783 s.f.	588 s.f.	1829 s.f.	728 s.f.
3. Doors and Windows S.F.	314 s.f.	247 s.f.	195 s.f.	47 s.f.
4. Primary Masonry Totals	1248 sf and 70% of 2	407 s.f. and 69% of 2	1367 s.f. and 75% of 2	431 s.f. and 59% of 2
Brick s.f. (as applicable)	1248 sf and 70% of 2	407 s.f. and 69% of 2	1367 s.f. and 75% of 2	431 s.f. and 59% of 2
Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals (hard-board siding)	535 s.f. and 30% of 2	181 s.f. and 31% of 2	462 s.f. and 25% of 2	297 s.f. and 41% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

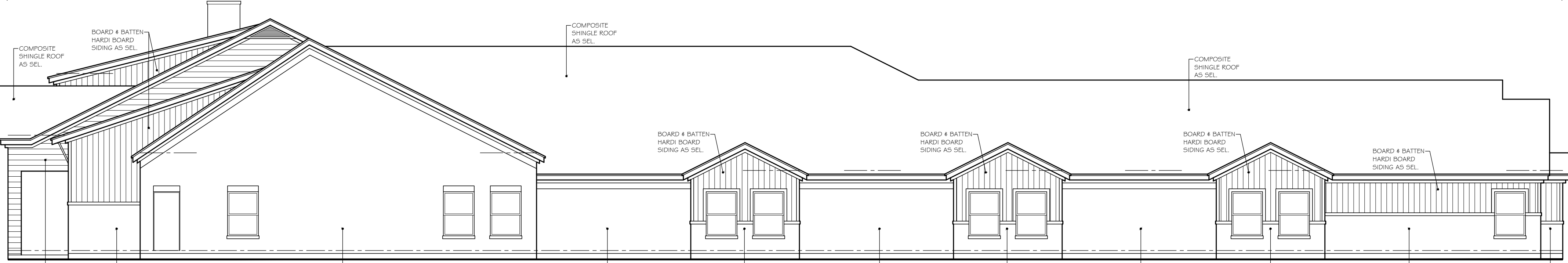
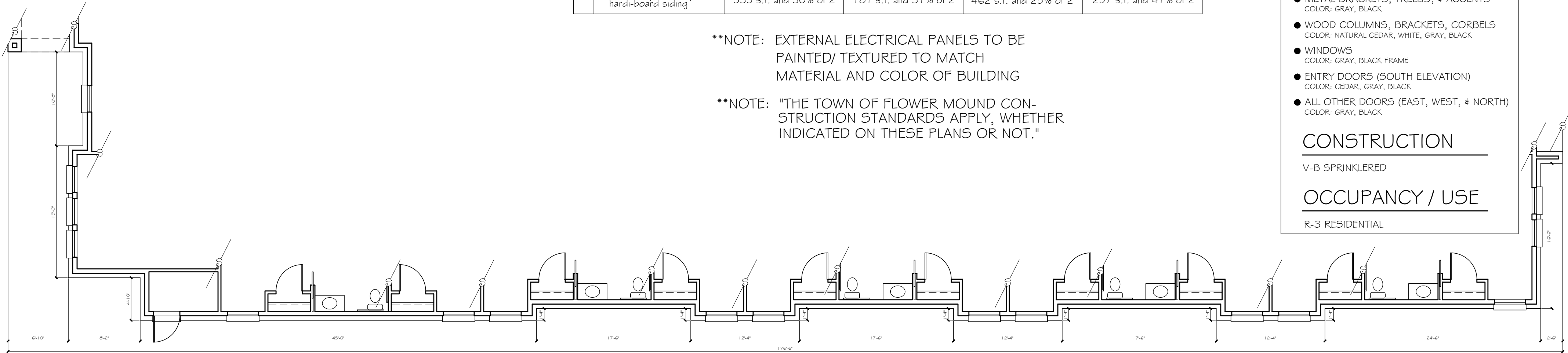
- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

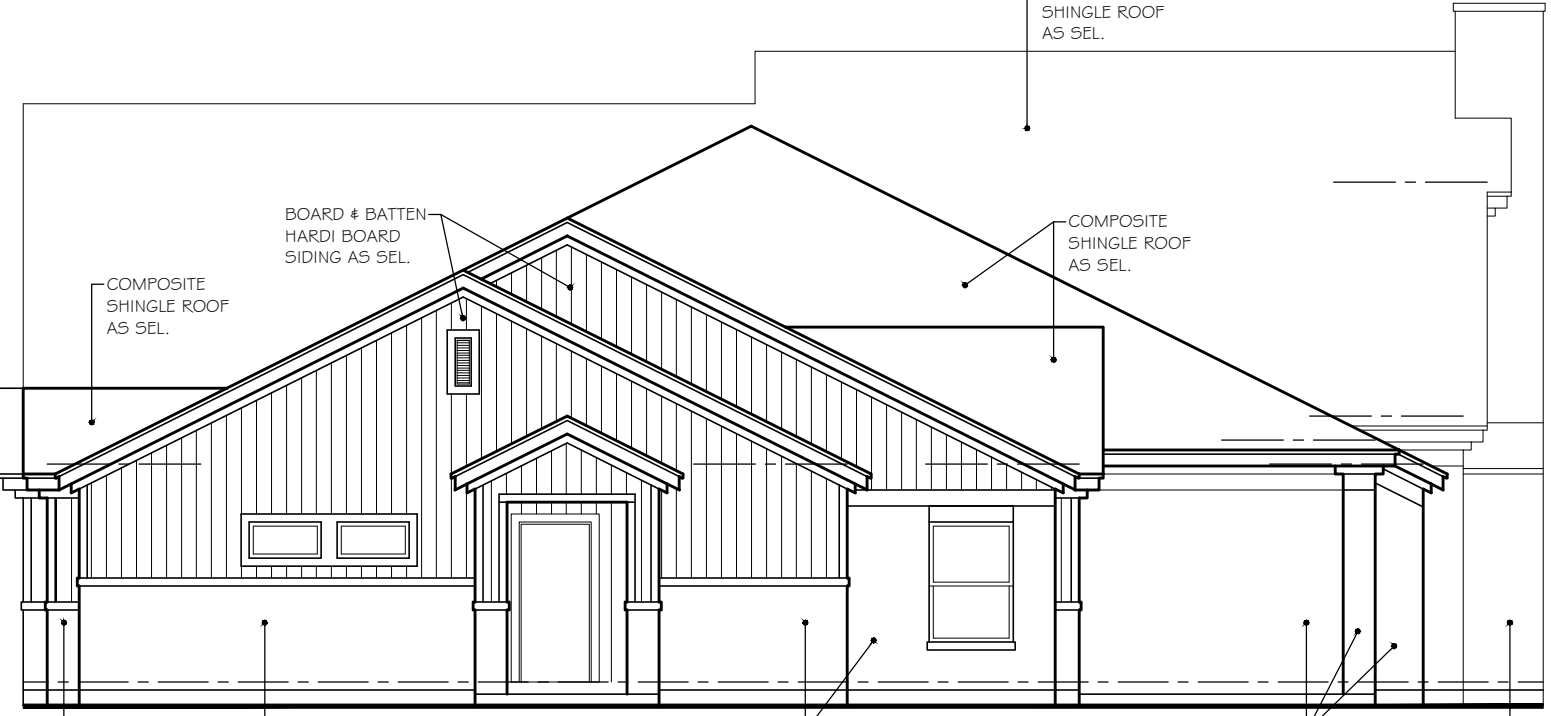
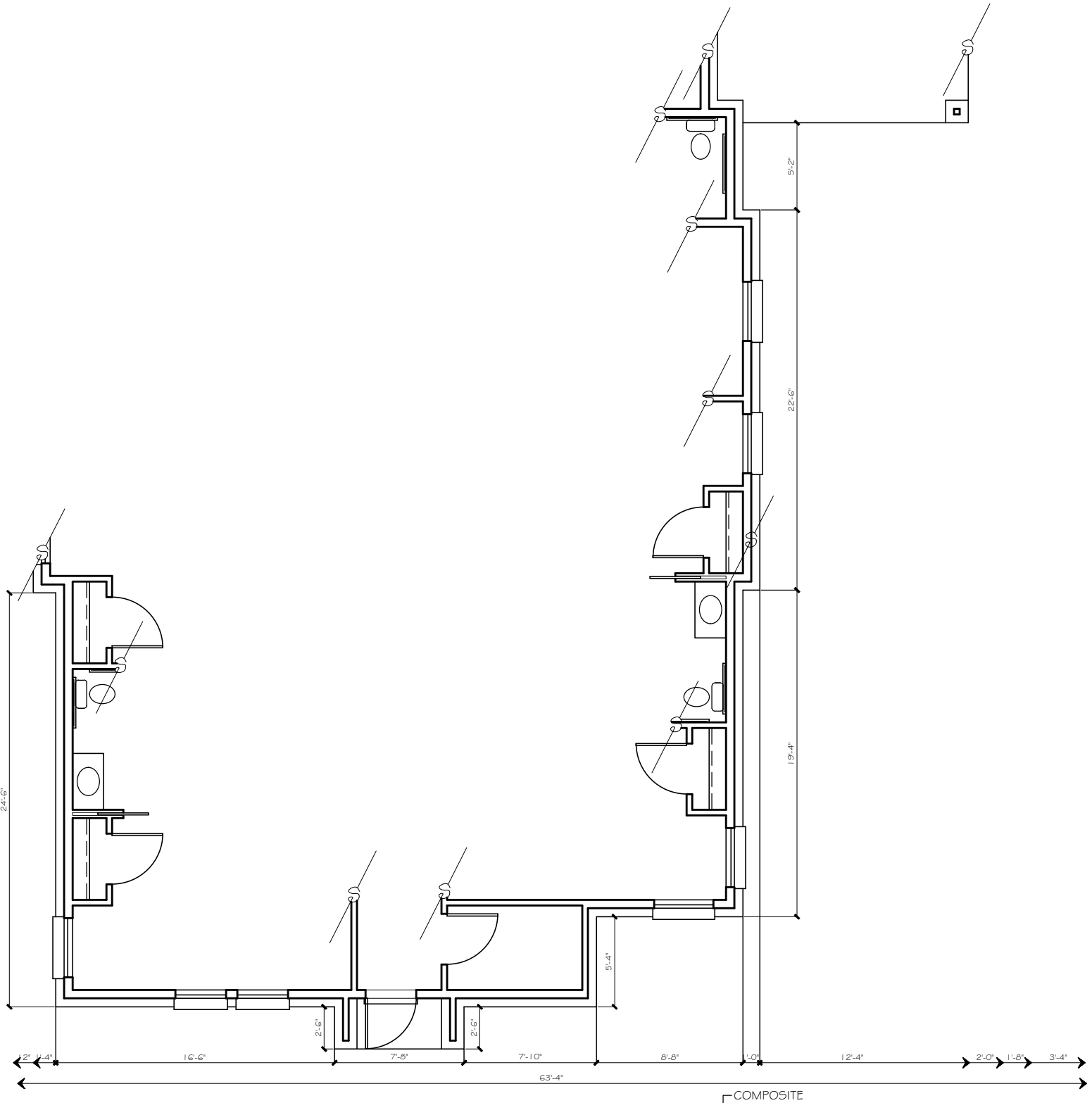
V-B SPRINKLERED

OCCUPANCY / USE

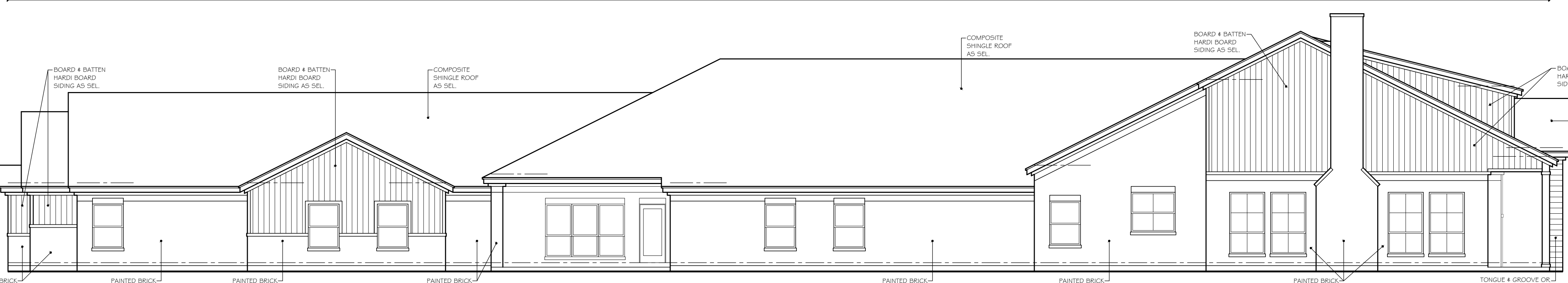
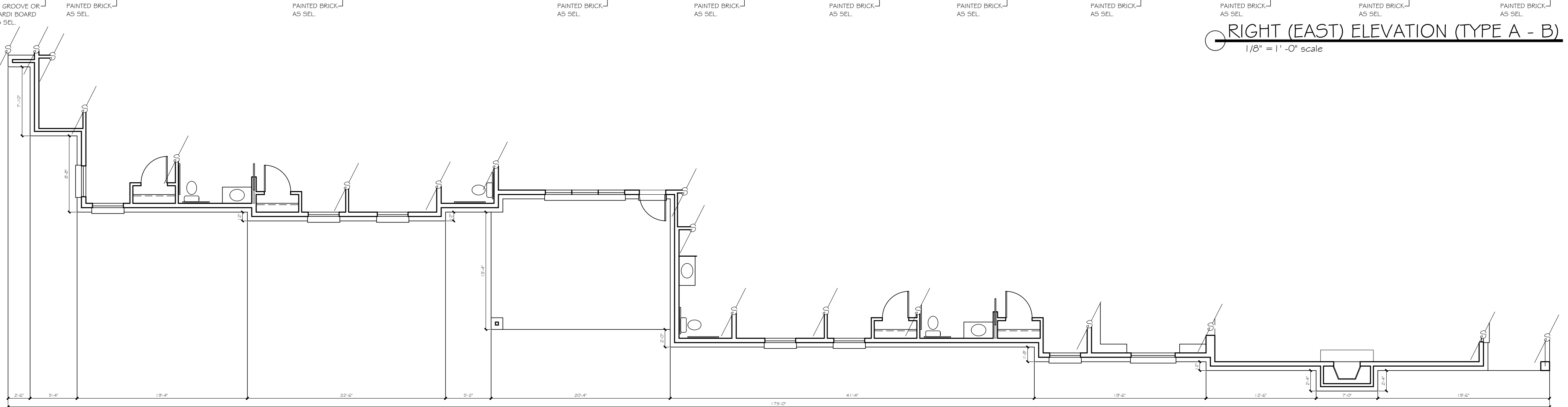
R-3 RESIDENTIAL



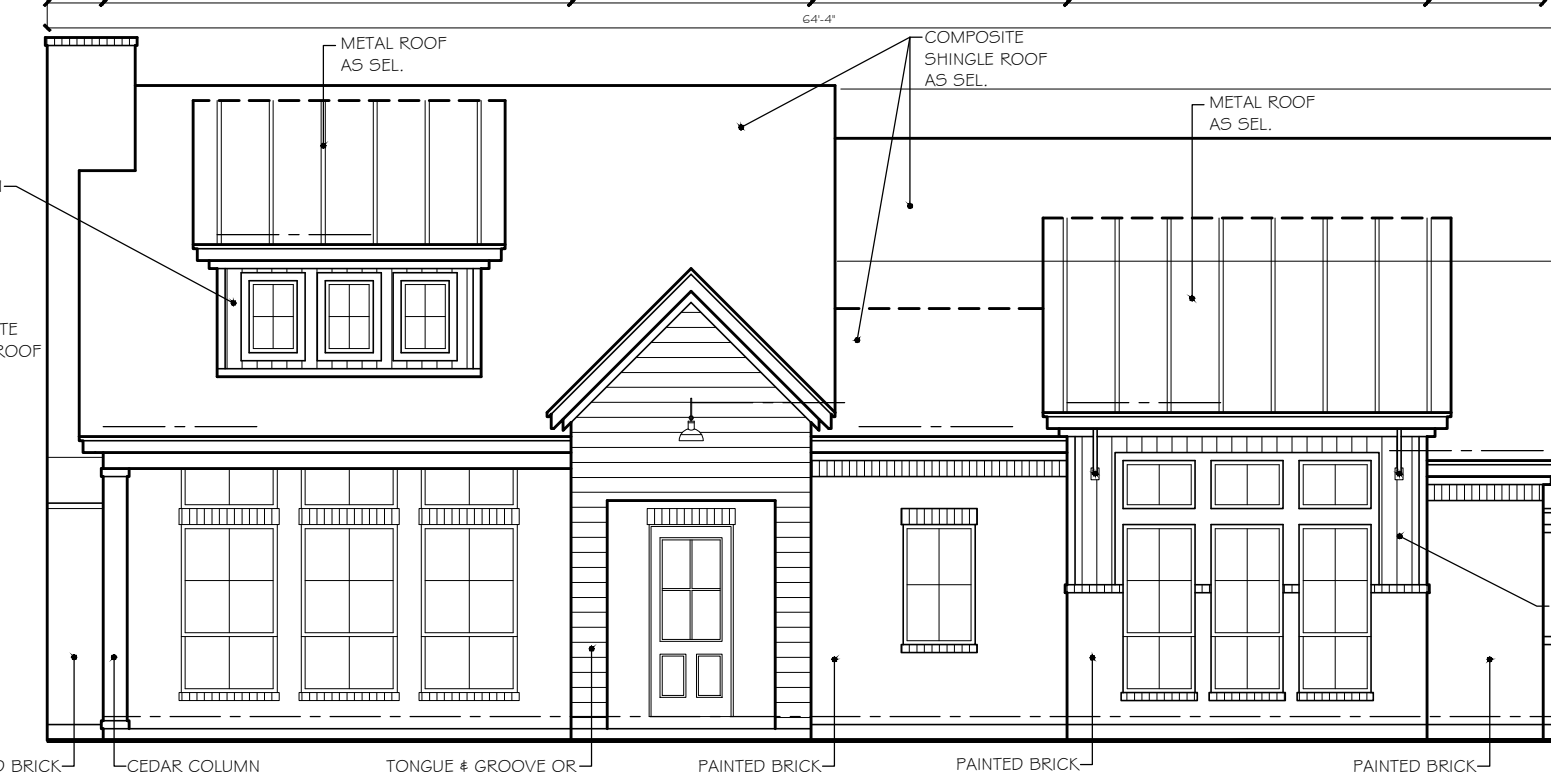
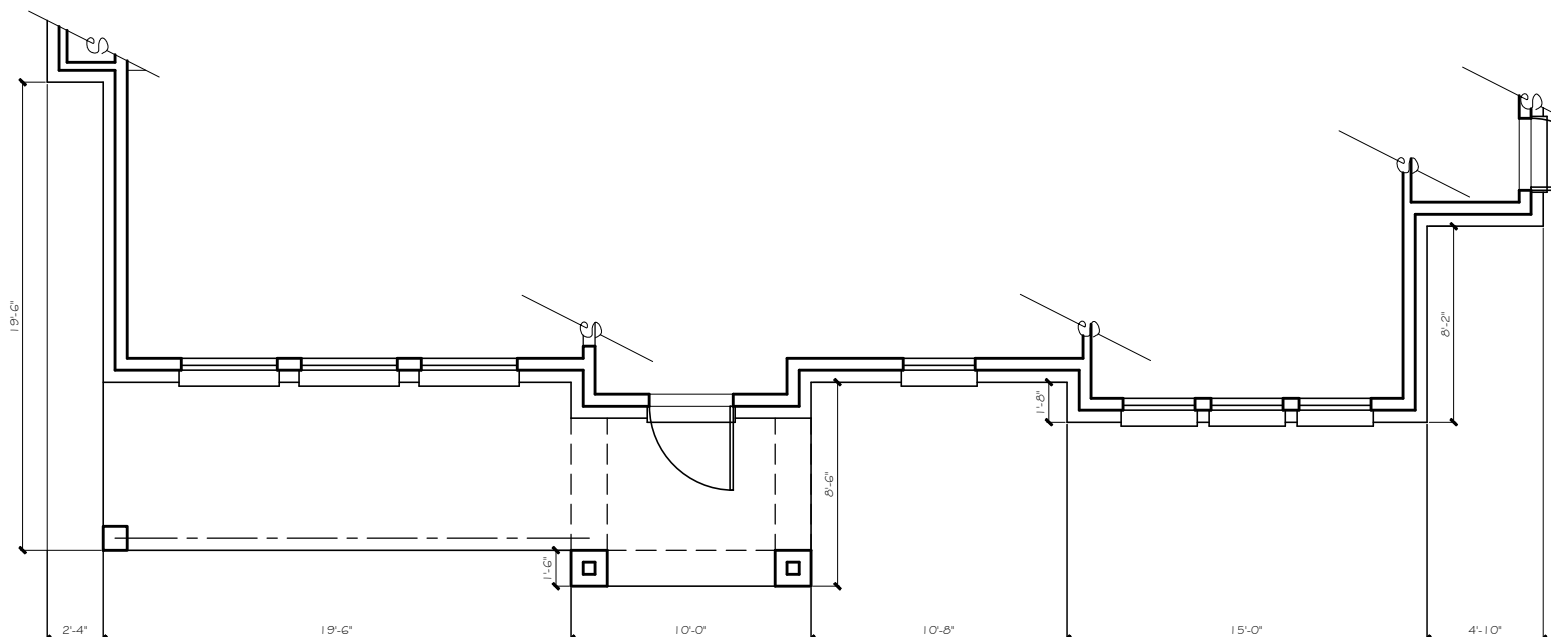
RIGHT (EAST) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale

CLAUSE

DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS

4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD3

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to make any changes to these plans. All work shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1721 s.f.	827 s.f.	1865 s.f.	629 s.f.
2. Facade S.F. (exclusive of doors and windows)	1561 s.f.	629 s.f.	1599 s.f.	468 s.f.
3. Doors and Windows S.F.	160 s.f.	198 s.f.	266 s.f.	161 s.f.
4. Primary Masonry Totals	889 sf and 57% of 2	432 s.f. and 69% of 2	920 s.f. and 58% of 2	138 s.f. and 29% of 2
Brick s.f. (as applicable)	864 sf and 55% of 2	258 s.f. and 41% of 2	767 s.f. and 48% of 2	138 s.f. and 29% of 2
Stone s.f. (as applicable)	25 s.f. and 2% of 2	174 s.f. and 28% of 2	153 s.f. and 10% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	672 s.f. and 43% of 2	197 s.f. and 31% of 2	679 s.f. and 42% of 2	330 s.f. and 71% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

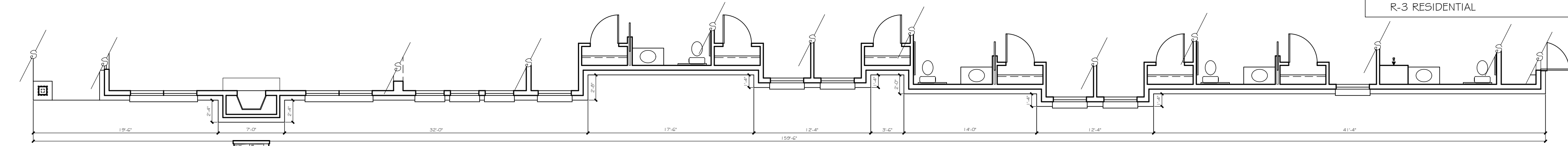
- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNING
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

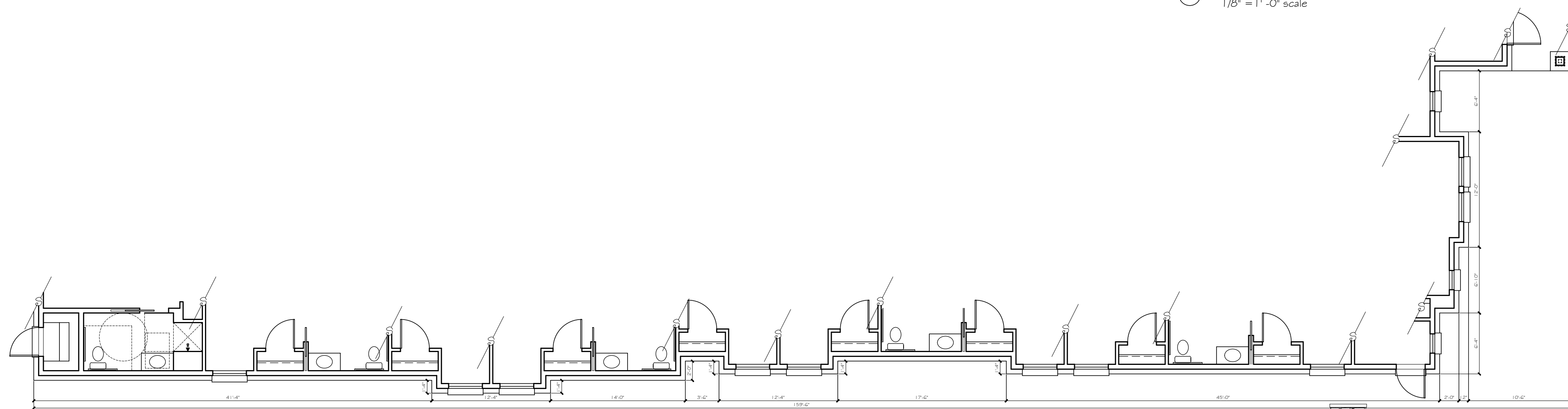
V-B SPRINKLERED

OCCUPANCY / USE

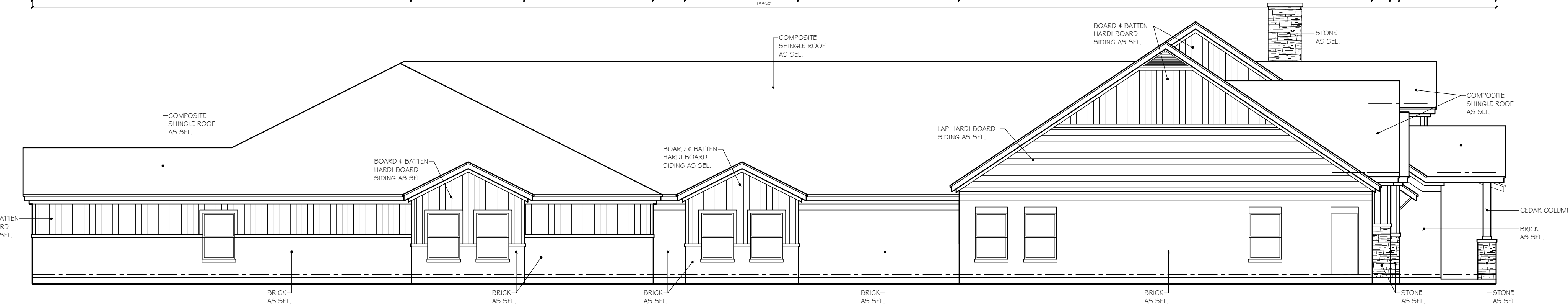
R-3 RESIDENTIAL



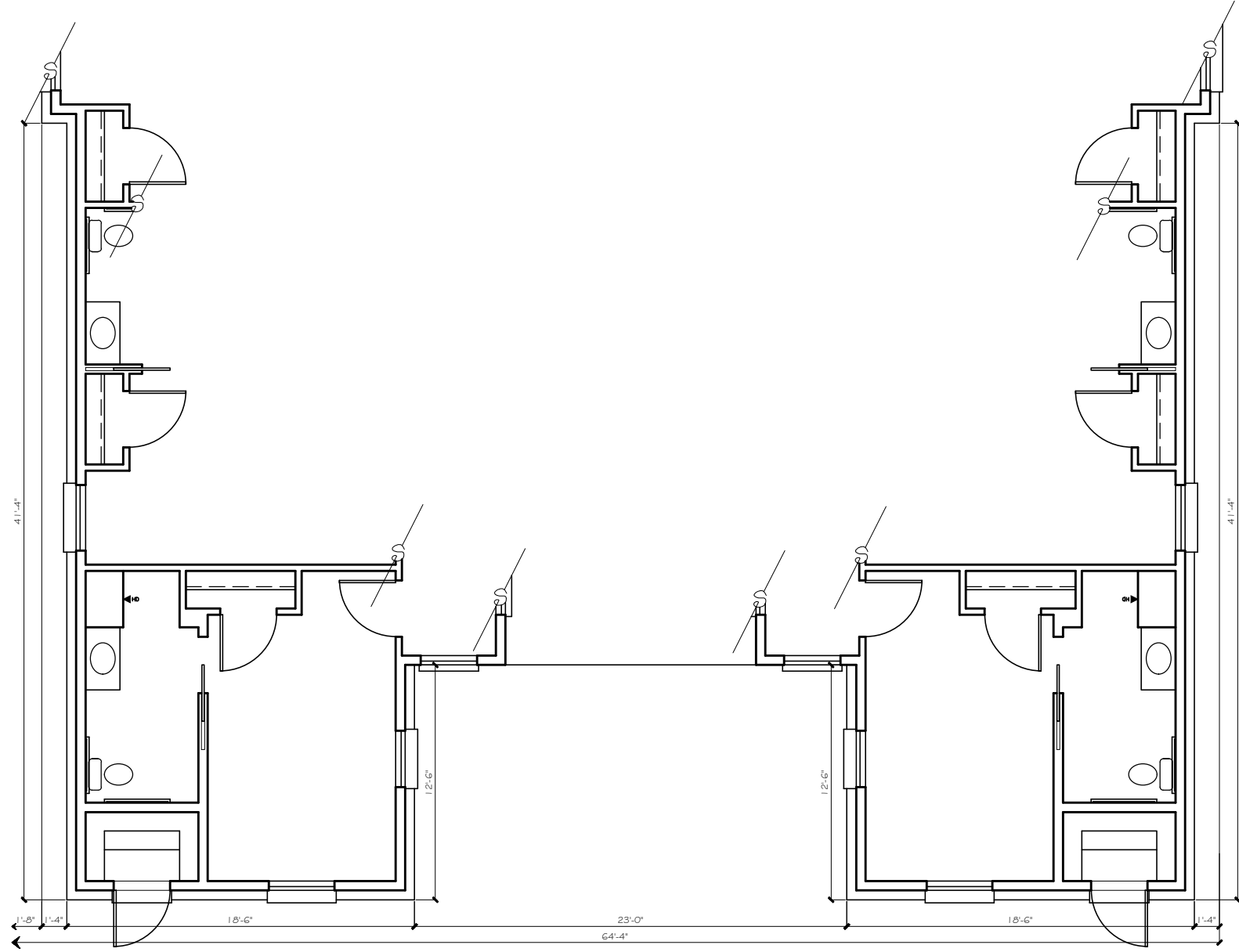
RIGHT (EAST) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



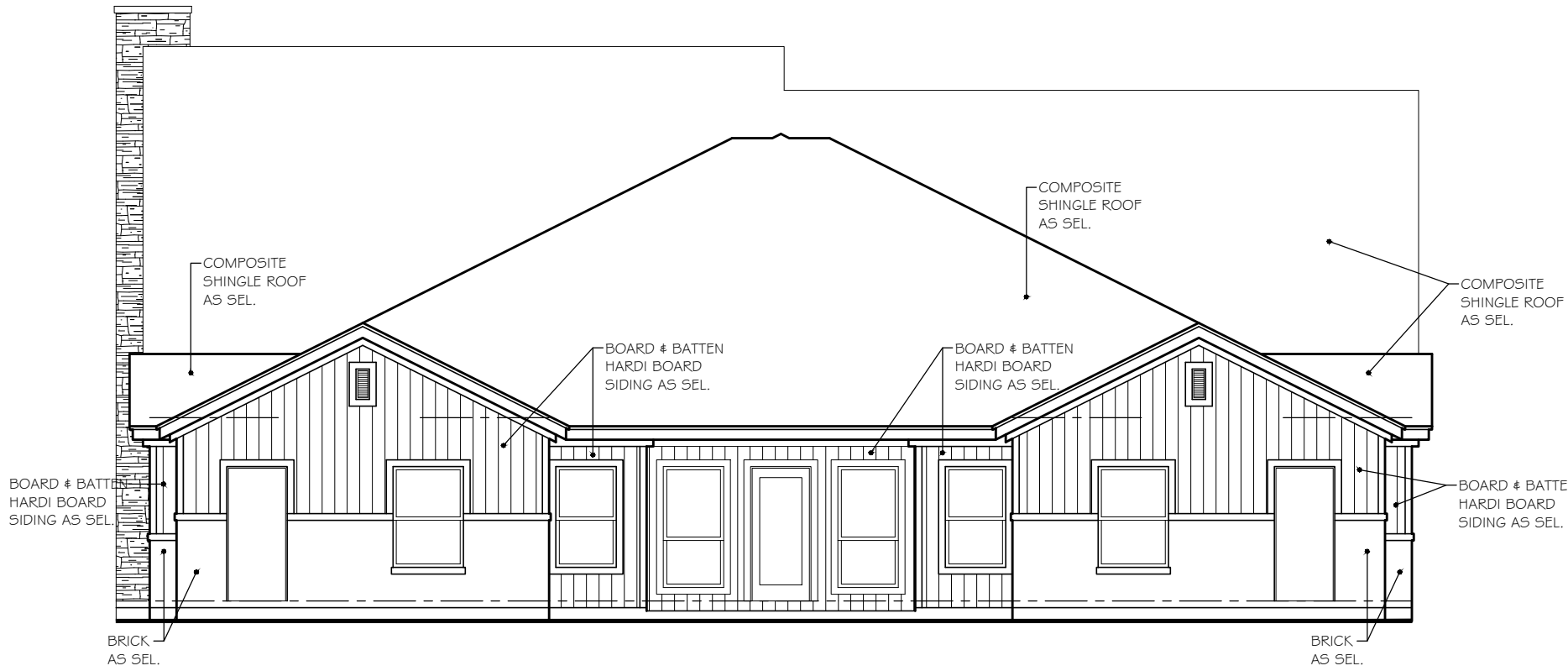
LEFT (WEST) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to modify these plans. All modifications shall remain the property of Cross Timbers Architects & are not to be re-used or reproduced without written permission.

DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

19-062

SHEET

PD4

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1779 s.f.	1026 s.f.	1746 s.f.	602 s.f.
2. Facade S.F. (exclusive of doors and windows)	1526 s.f.	841 s.f.	1582 s.f.	440 s.f.
3. Doors and Windows S.F.	253 s.f.	185 s.f.	164 s.f.	162 s.f.
4. Primary Masonry Totals	970 sf and 64% of 2	833 s.f. and 99% of 2	1043 s.f. and 66% of 2	138 s.f. and 31% of 2
Brick s.f. (as applicable)	970 sf and 64% of 2	833 s.f. and 99% of 2	1043 s.f. and 66% of 2	138 s.f. and 31% of 2
Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	556 s.f. and 36% of 2	8 s.s.f. and 1% of 2	539 s.f. and 34% of 2	302 s.f. and 69% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

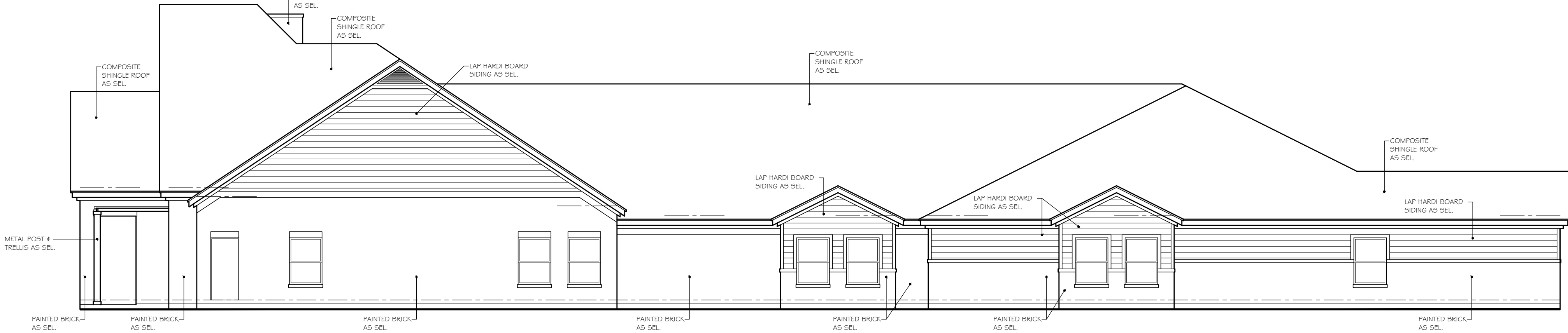
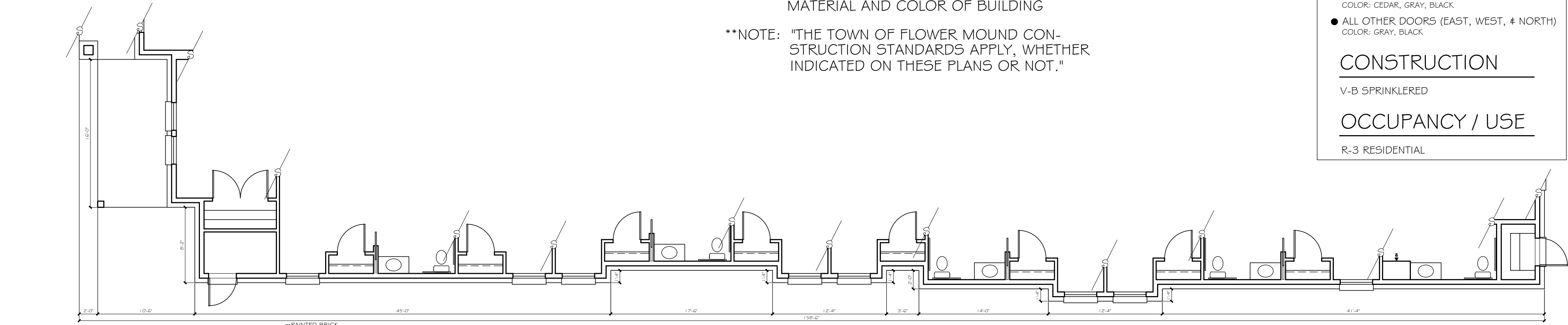
- ROOFING
COMPOSITE SHINGLE; BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM; SILVER, GRAY, BLACK
- STONE
NATURAL STONE; SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

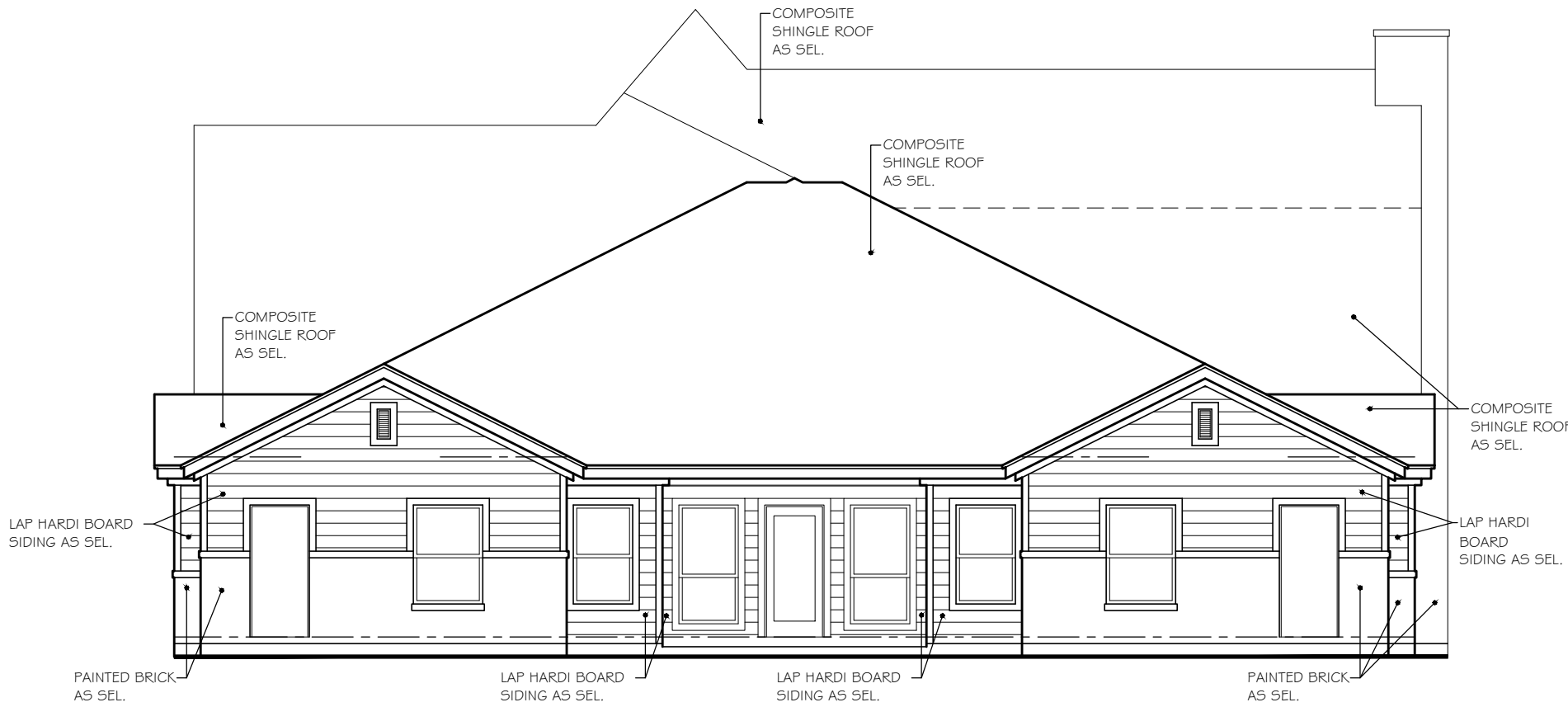
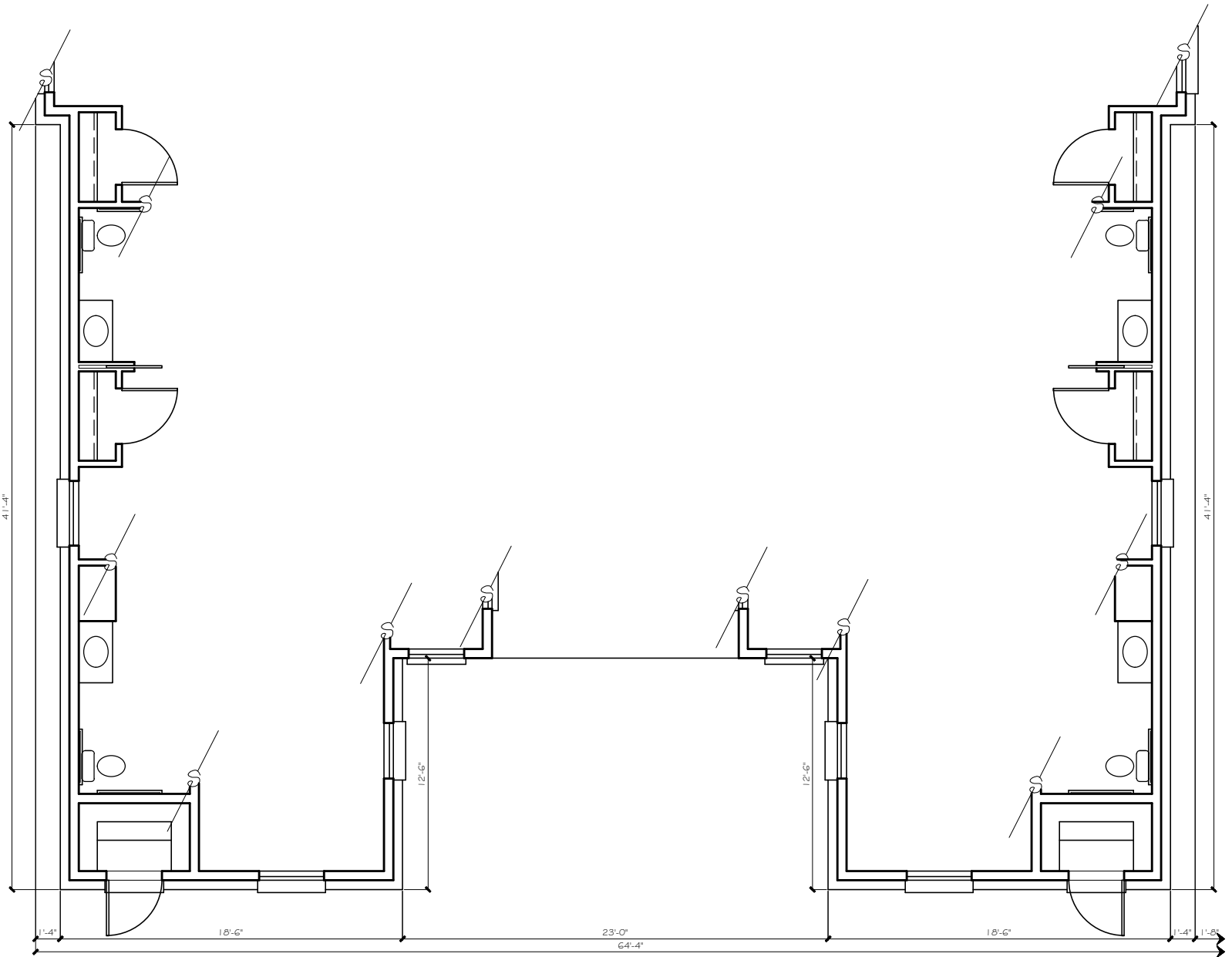
V-B SPRINKLERED

OCCUPANCY / USE

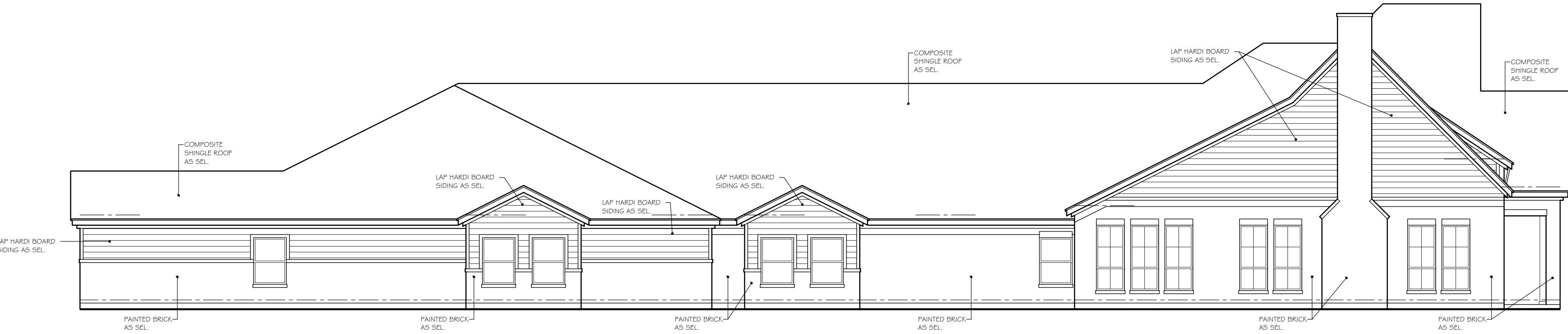
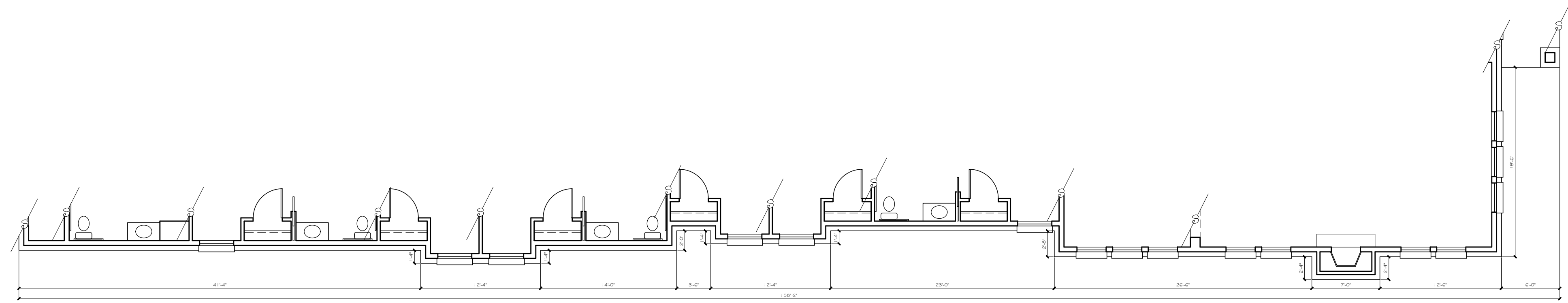
R-3 RESIDENTIAL



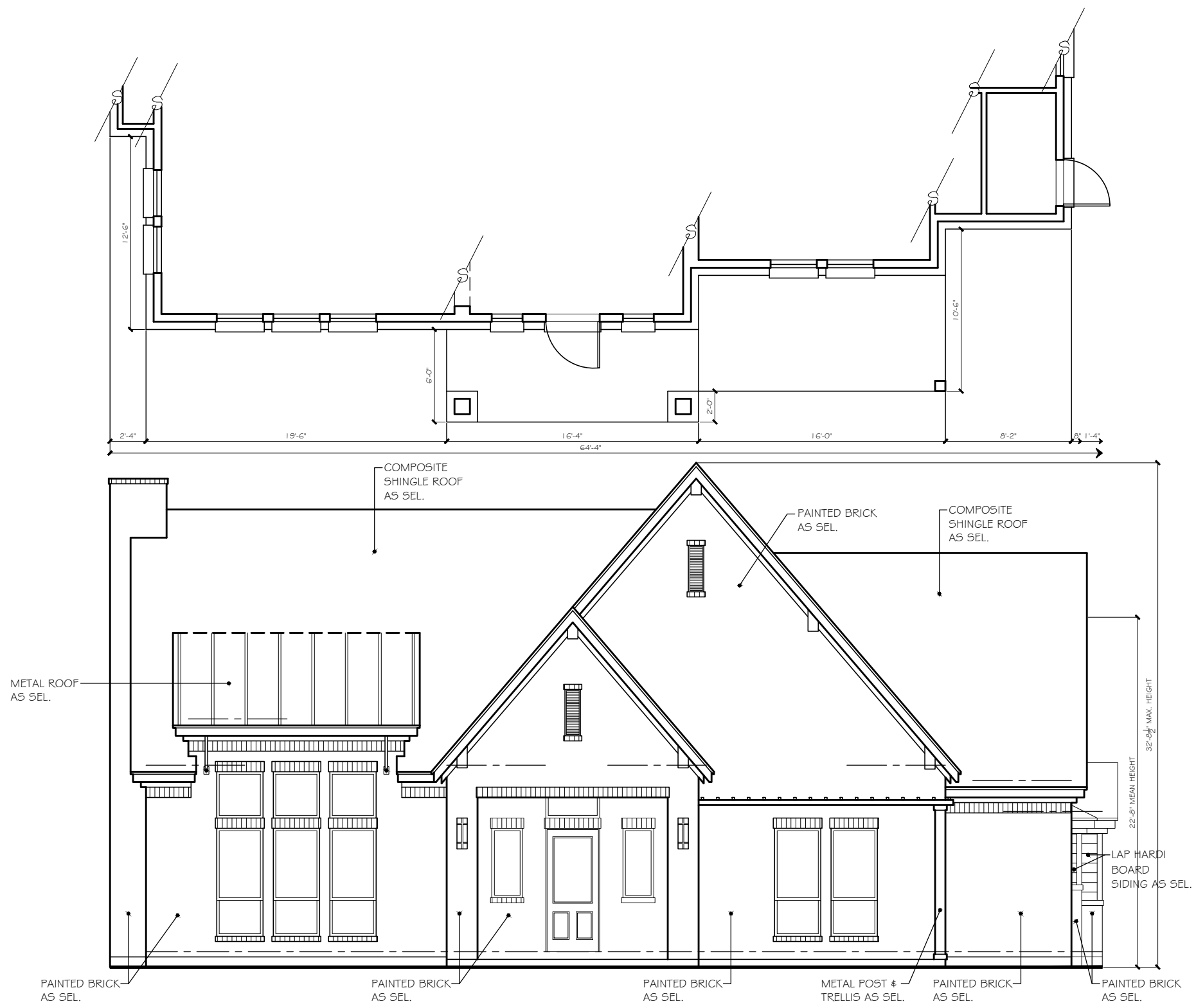
RIGHT (EAST) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



REAR (NORTH) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



LEFT (WEST) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



FRONT (SOUTH) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to modify these plans. All modifications shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**

4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

19-062

SHEET

PD5

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1614 s.f.	754 s.f.	1732 s.f.	780 s.f.
2. Facade S.F. (exclusive of doors and windows)	1364 s.f.	598 s.f.	1472 s.f.	718 s.f.
3. Doors and Windows S.F.	250 s.f.	156 s.f.	260 s.f.	62 s.f.
4. Primary Masonry Totals	1193 sf and 87% of 2	493 s.f. and 82% of 2	1320 s.f. and 90% of 2	460 s.f. and 64% of 2
Brick s.f. (as applicable)	1193 sf and 87% of 2	493 s.f. and 82% of 2	1320 s.f. and 90% of 2	460 s.f. and 64% of 2
Stone s.f. (as applicable)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals (hardi-board siding)	171 s.f. and 13% of 2	105 s.f. and 18% of 2	152 s.f. and 10% of 2	258 s.f. and 36% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

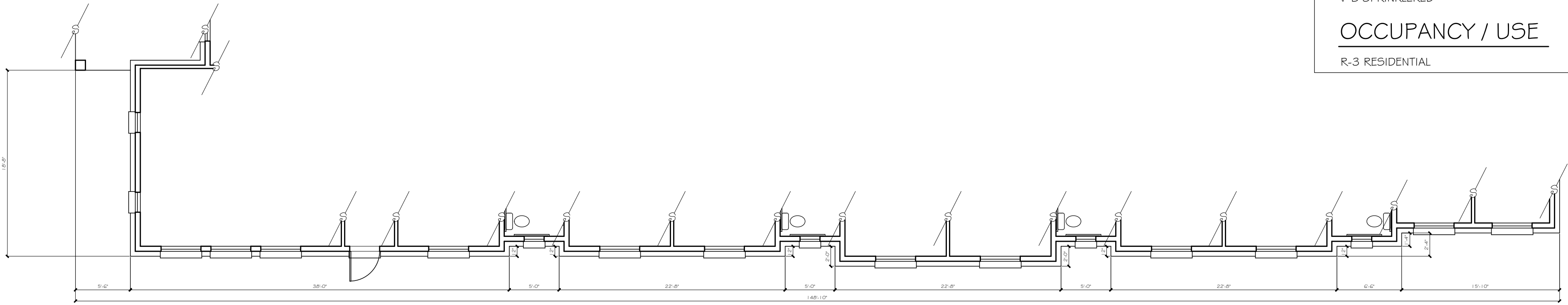
- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

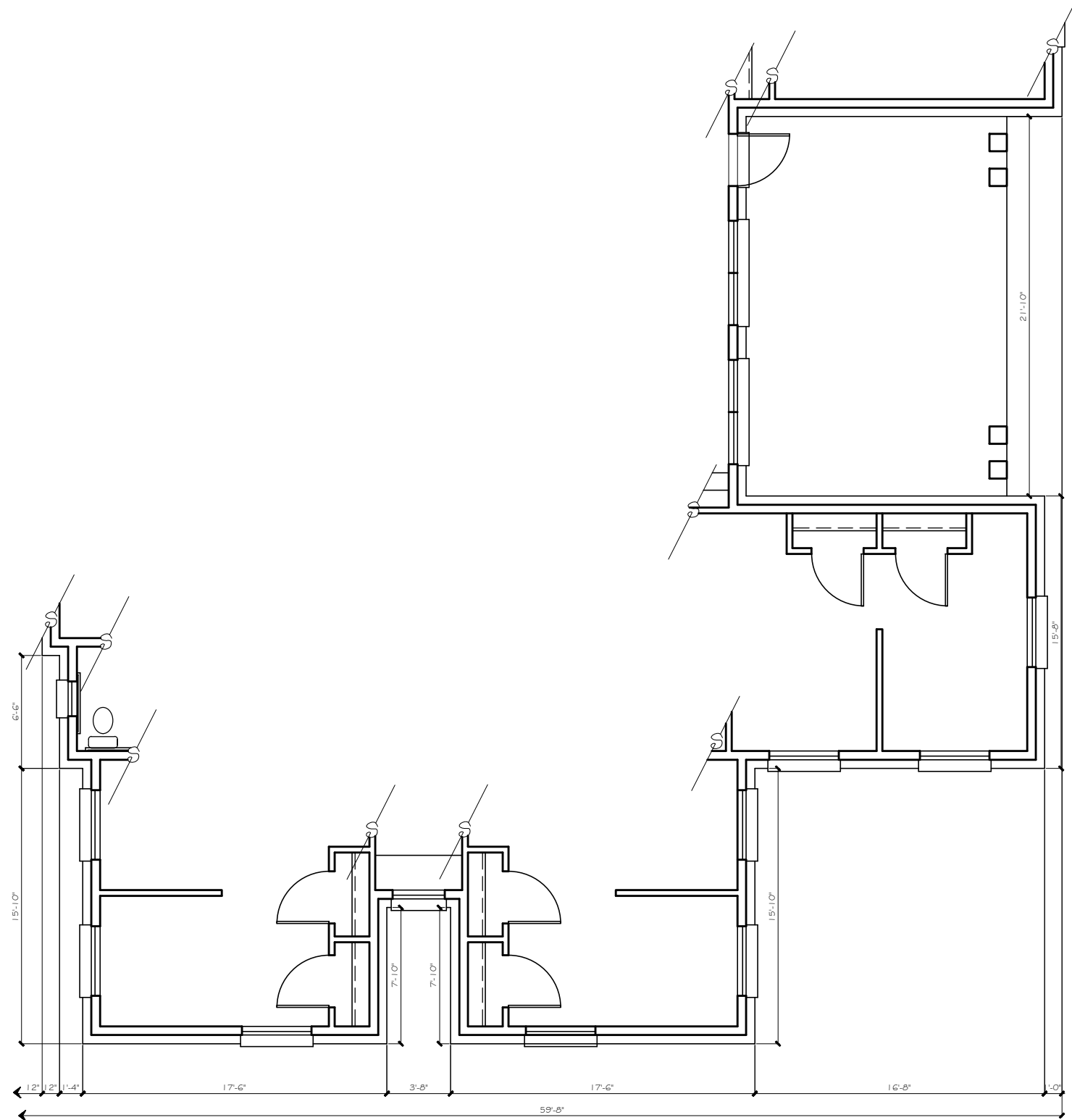
V-B SPRINKLERED

OCCUPANCY / USE

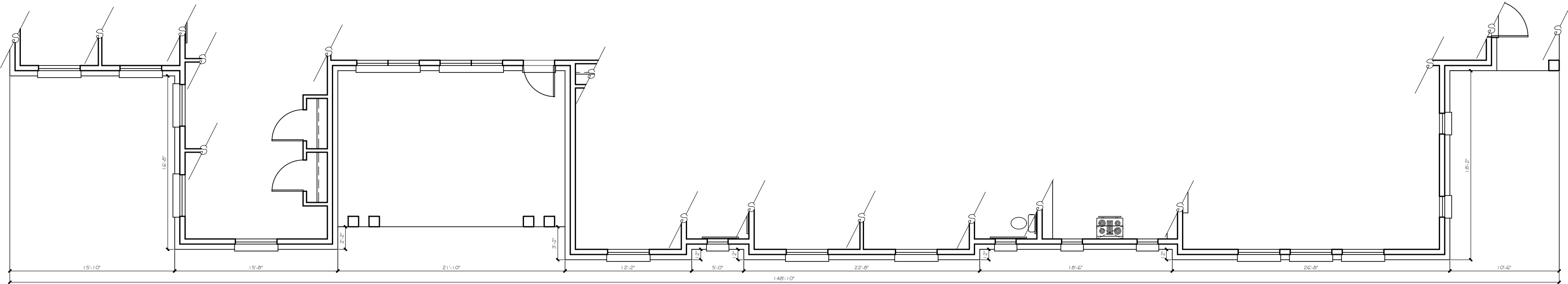
R-3 RESIDENTIAL



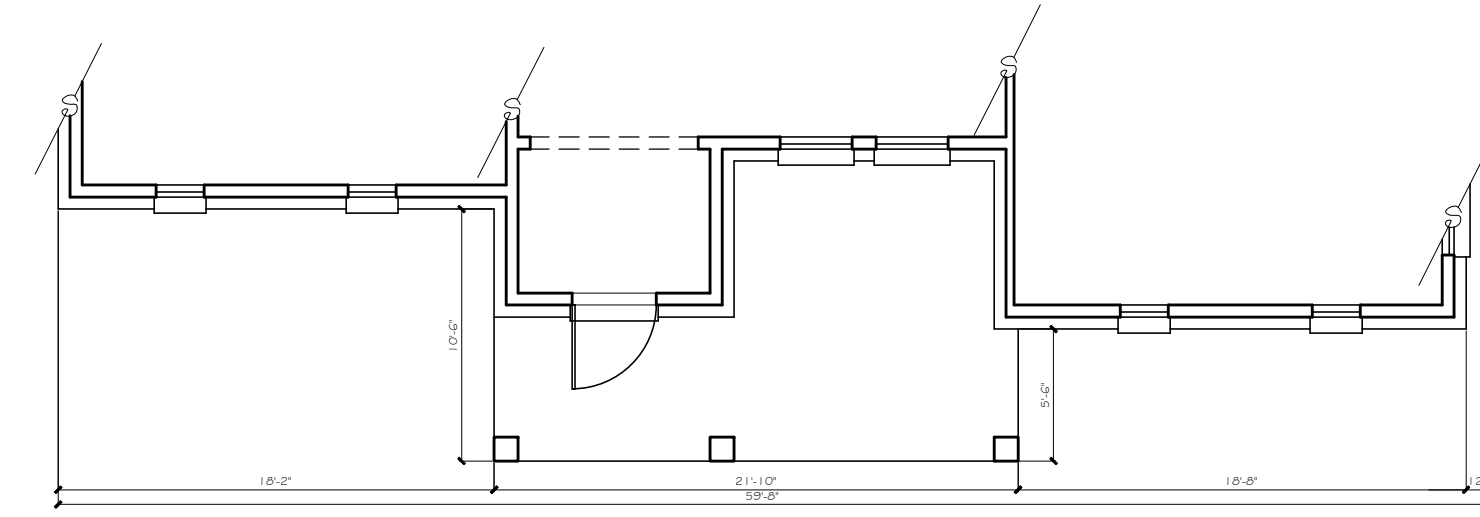
RIGHT (EAST) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale

CLAUSE

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DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

19-062

SHEET

PD6

MATERIAL TABULATION CHART

	WEST (Left)	SOUTH (Front)	EAST (Right)	NORTH (Rear)
1. Total Facade S.F.	1817 s.f.	892 s.f.	1613 s.f.	790 s.f.
2. Facade S.F. (exclusive of doors and windows)	1545 s.f.	753 s.f.	1331 s.f.	728 s.f.
3. Doors and Windows S.F.	272 s.f.	139 s.f.	282 s.f.	62 s.f.
4. Primary Masonry Totals	1545 sf and 100% of 2	753 s.f. and 100% of 2	1155 s.f. and 87% of 2	460 s.f. and 63% of 2
Brick s.f. (as applicable)	1476 sf and 96% of 2	483 s.f. and 64% of 2	1135 s.f. and 85% of 2	460 s.f. and 63% of 2
Stone s.f. (as applicable)	69 s.f. and 4% of 2	270 s.f. and 36% of 2	20 s.f. and 2% of 2	0 s.f. and 0% of 2
5. Secondary Masonry Totals (hard-board siding)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	176 s.f. and 13% of 2	268 s.f. and 37% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL

CLAUSE

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DATE: JANUARY 27, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

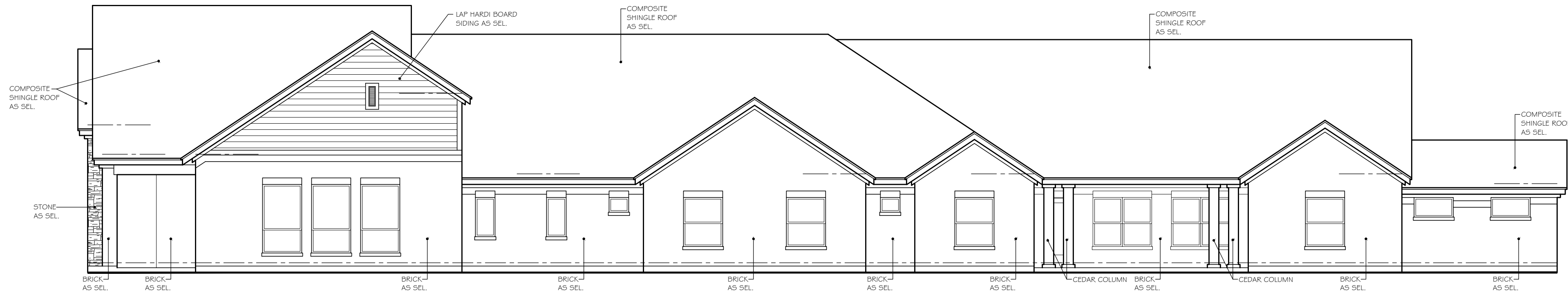
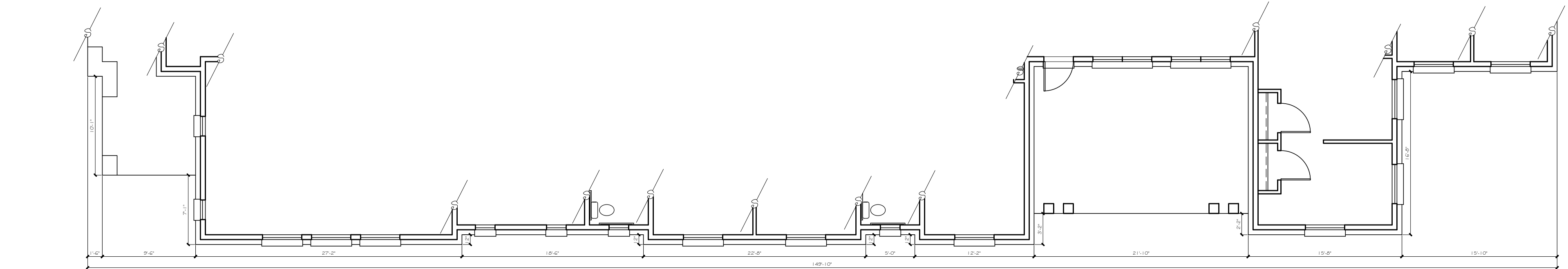
**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

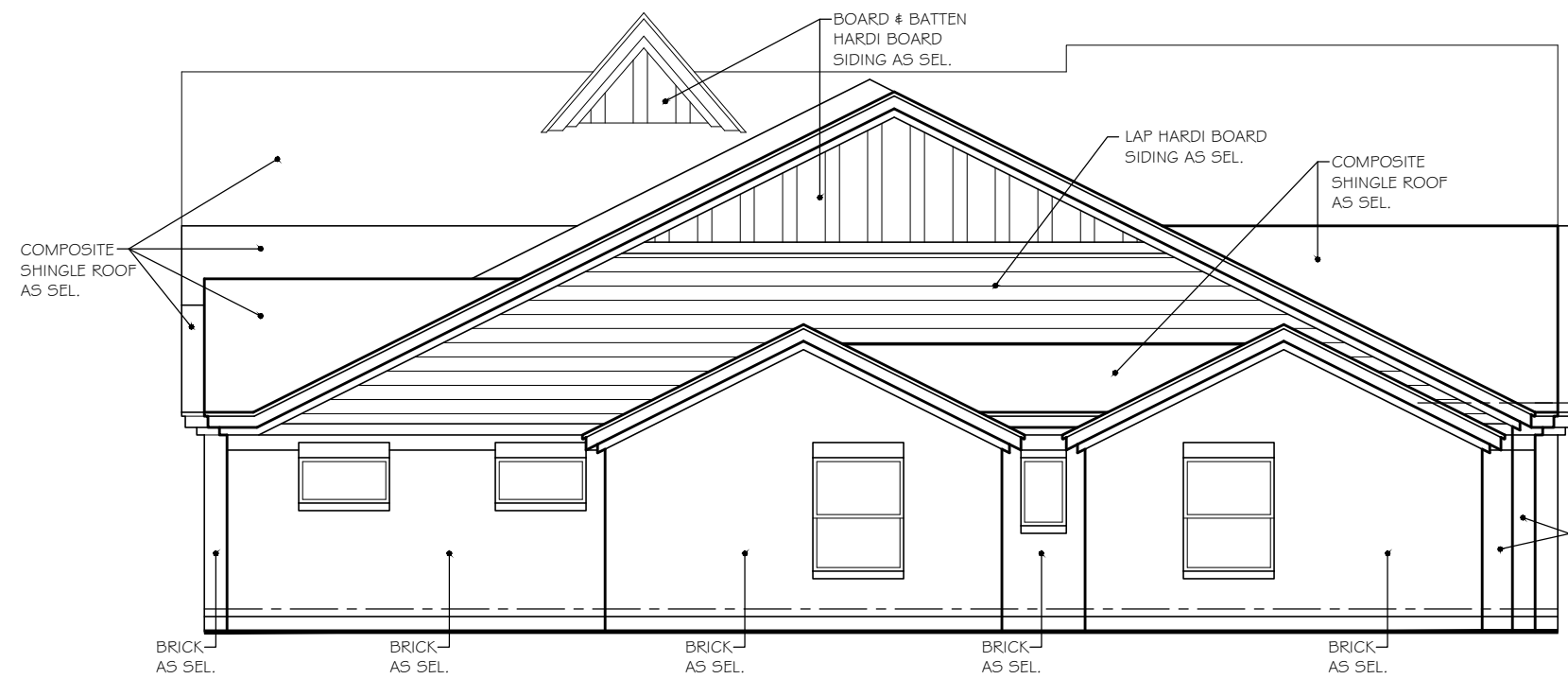
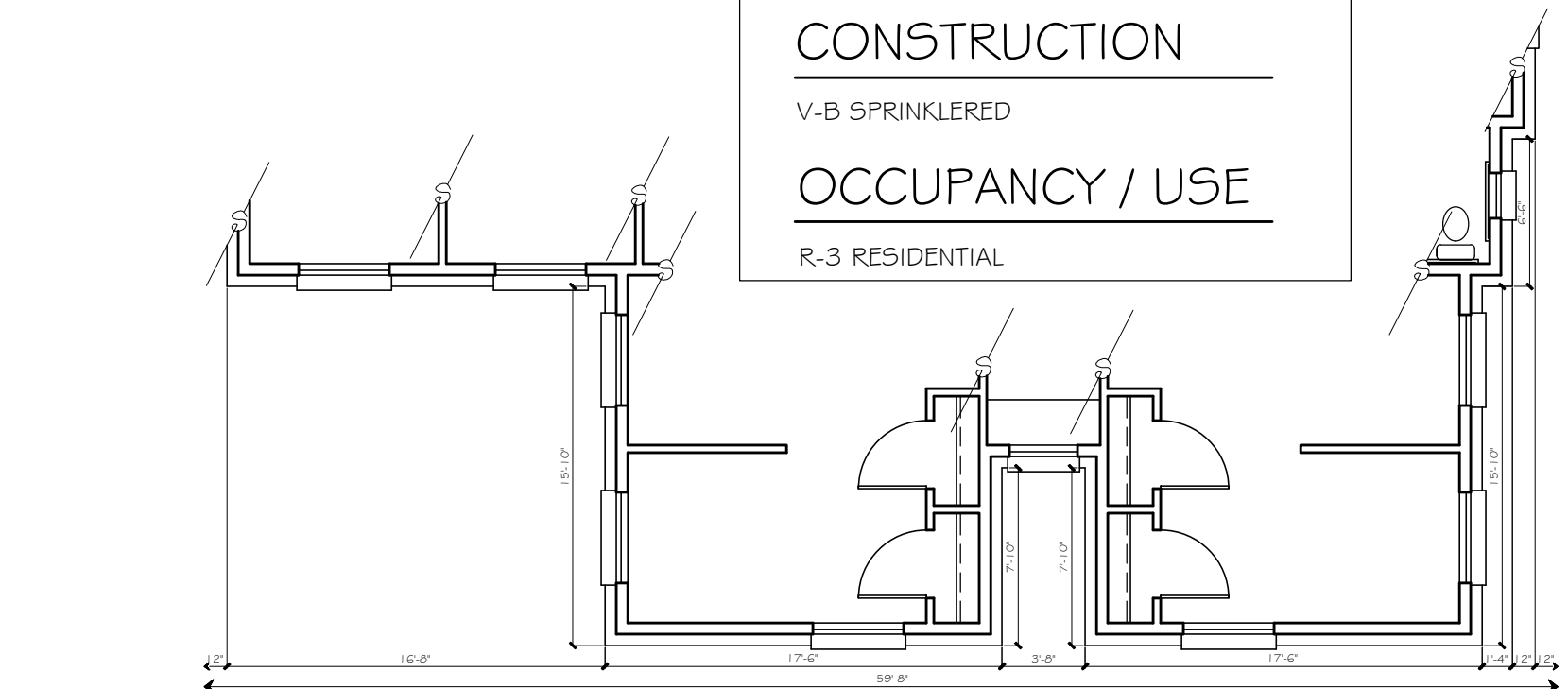
19-062

SHEET

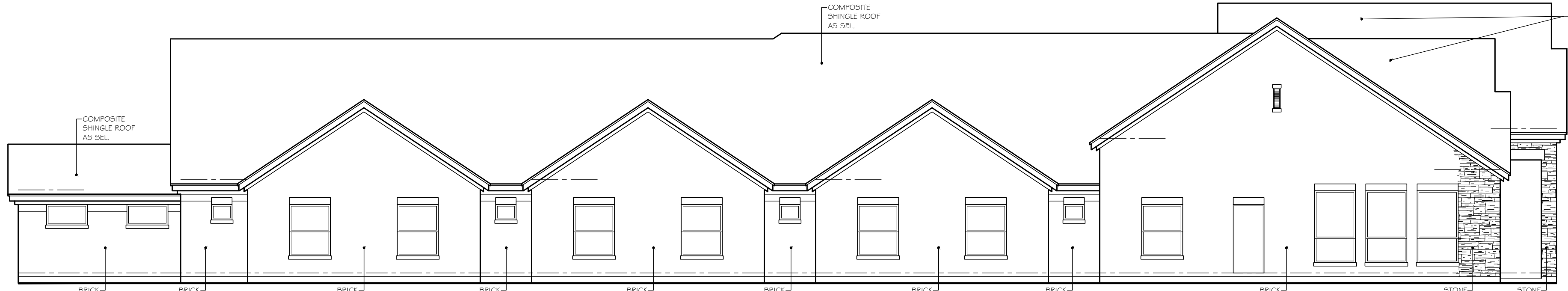
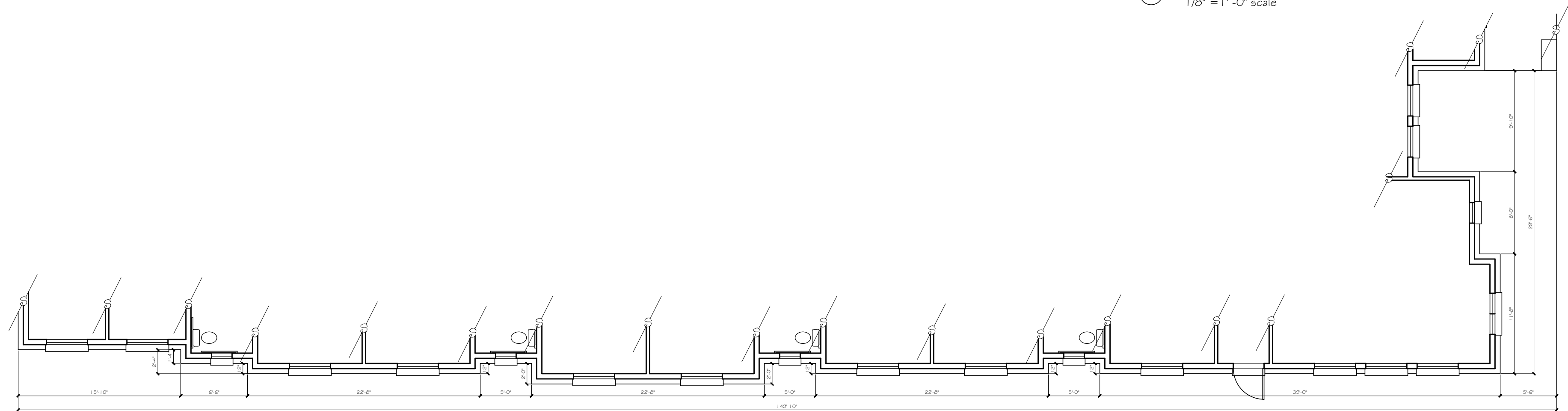
PD7



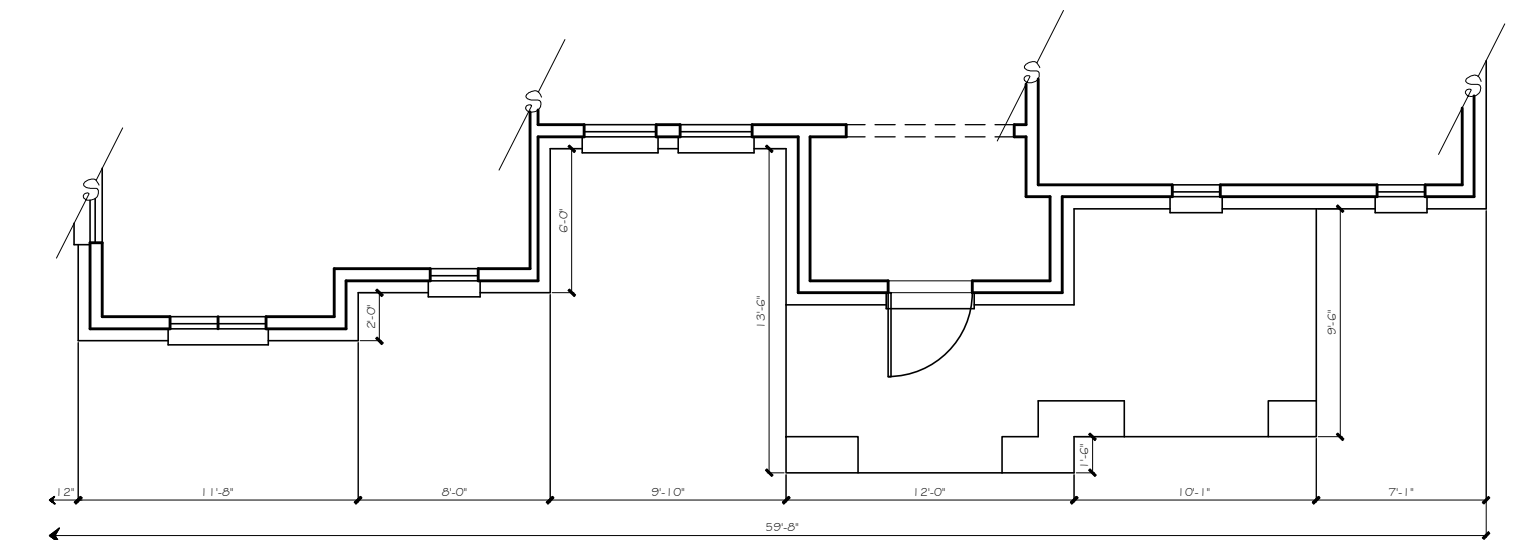
RIGHT (EAST) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



4315 Windsor Centre Trail Suite 200
Flower Mound, Texas 75028
(972) 355-7754

Material Sample Board For
Mustang Creek Estates
College Parkway, Flower Mound, Denton County, Texas

COLOR SCHEME #1

Tones: Grays

Composite Shingle Roof:

Charcoal



Gray

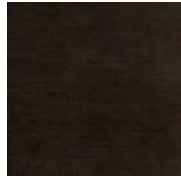


Metal Roof:

Slate Gray



Dark Bronze



Brick:

Acme Alpine or Similar

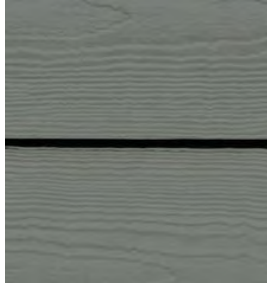


Acme Chicago Southside or Similar



Siding:

HB Gray Slate or Similar

**Fascia, Soffits, & Trim:**

HB Iron Gray or Similar



HB Artic White or Similar

**Metal Awnings & Accents:**

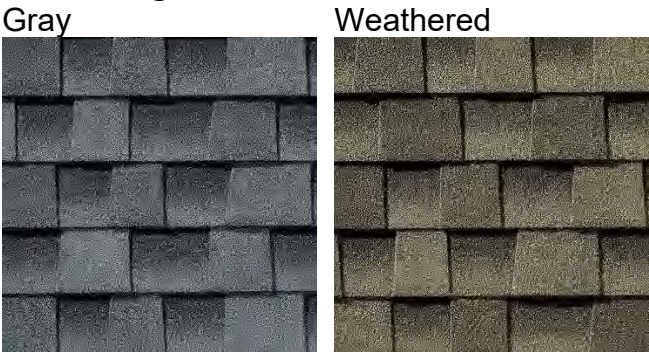
SW- 7069 Iron Ore or Similar

**Wood Columns, Brackets, & Corbels:** to match cedar stain**Windows:** Black Brown**Entry Door:** Wood Stain to match Dark cedar stain or Similar**Other Doors:** Black Brown

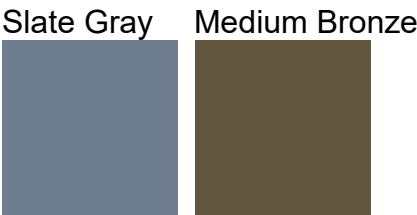
COLOR SCHEME #2

Tones: Earth/Neutral

Composite Shingle Roof:



Metal Roof:



Brick:



Tongue & Groove Siding:
Cedar Stain or Similar



Board & Batten Hardi Board Siding:
HB Cobble Stone or Similar



Fascia, Soffits, & Trim:
HB Artic White or Similar



Metal Awnings & Accents:
SW- 7069 Iron Ore or Similar



Wood Columns, Brackets, & Corbels: to match cedar stain
Windows: Black Brown
Entry Door: Wood Stain to match Dark cedar stain or Equivalent
Other Doors: Black Brown

COLOR SCHEME #3

Tones: Earth/Brown

Composite Shingle Roof:

Gray



Weathered



Metal Roof:

Slate Gray



Medium Bronze



Brick:

Acme Mark IV or Similar



Acme Old Francisco or Similar



Stone:

Austin Saw Cut or Similar



Millsap Ledge stone or Similar



Board & Batten Siding:

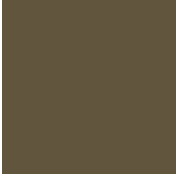
HB Timber Bark or Similar

**Fascia, Soffits, & Trim:**

HB Cobble Stone or Similar

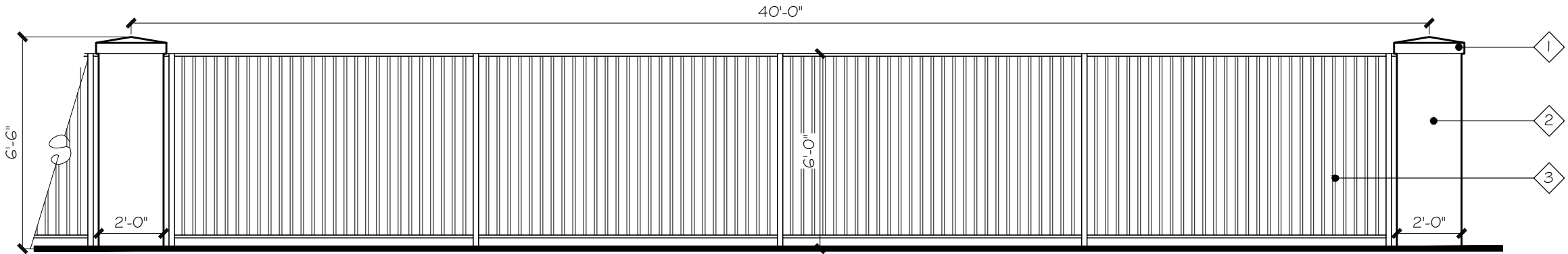
**Metal Awnings & Accents:**

Medium Bronze or Similar

**Wood Columns, Brackets, & Corbels:**

HB Cobble Stone or Similar

**Windows:** Black Brown**Entry Door:** Wood Stain to match Dark cedar stain or Equivalent**Other Doors:** Black Brown



FENCE LEGEND	
1	CAST STONE CAP- STONE LEGEND WHITE OR TAN
2	BRICK- ACME ALPINE OR MARK IV OR SIMILAR
3	METAL FENCE- BLACK

PROPOSED PERIMETER FENCE ELEVATION

1/4" = 1' -0" scale

Exhibit “B”**Development Standards****Planned Development District - 176 (PD-176)
Mustang Creek Assisted Living**

The development on the property comprising approximately 9.007 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.
 - a. Exhibit “C”: Conceptual Site Plan.
 - b. Exhibit “D”: Conceptual Landscape Plan.
 - c. Exhibit “E”: Conceptual Elevations.

B. PERMITTED USES.

1. Except as provided in this section, the uses listed as Permitted Uses in Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C”.
2. Nursing or congregate care facility.

C. SPECIFIC USES. Except as provided above, the uses listed as Specific Uses in Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C” with a Specific Use Permit (SUP) approved by the Town Council.**D. TEMPORARY USES.** The uses listed as Temporary Uses in the Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C” as only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.**E. DIMENSIONAL REGULATIONS.** Except as provided in this section, the dimensional regulations listed for Single Family Estate District (SF-E) in the Town’s Zoning Ordinance shall be required for this Planned Development.

1. Nursing or congregate care facility.
 - a. Setbacks shall be provided as shown on Exhibit “C”
 - b. Wood fences are permitted to be eight-feet tall as shown on Exhibit “C”.

F. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to the approved Environmental Protection Plan.

G. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Compatibility Buffer-Section 82-302.

- a. Except as provided in this section, the compatibility buffer applies to this Planned Development.
- b. Nursing or congregate care facility.
 - i. Except as provided in this subparagraph, a 75-foot-wide compatibility buffer along the eastern property line shall be provided as depicted on Exhibits "C" and "D".
 - ii. Protected trees within the 75-foot-wide buffer along the eastern property line will be maintained in a healthy and growing condition except for those trees removed during the creek relocation. Native vegetation will be reestablished after the creek is relocated. Native shade trees, a minimum of three-inch caliper each, shall be provided at a ratio of one tree per 400 square feet of buffer area in compliance with Section 82-302 of the Land Development Regulations.
 - iii. A minimum six-foot-tall brick or masonry wall is not required along the eastern property line.

2. Topographic Slope- Section 98-147.

- a. An exception to Section 98-147, Topographical Slope Protection is granted for slopes that are greater than 12% as depicted in the approved Environmental Protection Plan. The approved Environmental Protection Plan (EPP) depicts a total of 1.02 acres of the site with slopes greater than 12%. The approved conceptual site plan (Exhibit "C") depicts approximately 0.37 acres of impacts to these slopes. However, an exception to impact approximately 0.5 acres of slopes greater than 12% is granted since final grading limits are not fully known at the time this exception is granted.
- b. The developer shall provide detailed drawings that illustrate the impact of the proposed development on the natural topography and the manner by which the development is integrated into, reflects and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, the developer shall conform with the following requirements with subsequent record plat applications:
 - i. The identification of those specific Best Management Practices ("BMPs") that will be used to maintain and responsibly integrate the development into the natural topography together with an explanation regarding their use within the plans for such development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town's Engineering Design and Construction Standards.
 - ii. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four foot (4') or greater in height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet (8') in height are prohibited except on a

showing that the property owner will suffer undue hardship in the development of an individual lot in the absence of such an eight foot (8') tall retaining wall.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 9.007 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324, FROM PLANNED DEVELOPMENT DISTRICT-49 (PD-49) WITH SINGLE FAMILY DETACHED (MEDIUM DENSITY) (SFDM) USES TO PLANNED DEVELOPMENT DISTRICT-176 (PD-176) WITH SINGLE FAMILY ESTATE (SF-E) USES AND A NURSING OR CONGREGATE CARE FACILITY IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 9.007 acres of land situated in the J. Watkins Survey, Abstract No. 1324, Denton County, Texas, have filed an application to change the zoning from Planned Development District-49 (PD-49) with Single Family Detached (Medium Density) (SFDM) uses to Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on February 24, 2020, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 18, 2020, with respect to the proposed rezoning as described herein; and,

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

WHEREAS, the Town Council finds that amendment of the Zoning map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

ORDINANCE NO. _____**Page 2**

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a planned development district as shown below:

Approximately 9.007 acres of land situated in the J. Watkins Survey, Abstract No. 1324, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District-176 (PD-176) with Single Family Estate (SF-E) uses and a nursing or congregate care facility

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, conceptual elevations of the proposed Planned Development District No. 176 (PD-176), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 176 (PD-176).

SECTION 3

The official map of the Town of Flower Mound is hereby amended and the Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 176 (PD-176), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D," and "E," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

ORDINANCE NO. _____**Page 3**

Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 18TH DAY OF MAY, 2020.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A" – PROPERTY DESCRIPTION

Being a tract of land, situated in the J. Watkins Survey, Abstract No. 1324, in the Town of Flower Mound, Denton County, Texas, and being the remainder of that tract of land, described by deed to Lewisville Independent School District, as recorded in Volume 2371, Page 830, of the Deed Records, Denton County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at an "X" cut in a concrete sidewalk found for the most westerly corner of the herein described tract, same being at the intersection of the northeasterly monumented line of College Parkway with the southeasterly monumented line of Timberland Parkway;

THENCE North 65°02'22" East, along said southeasterly monumented line of Timberland Parkway, a distance of 74.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set), being at the beginning of a curve to the left, having a radius of 350.00', a central angle of 35°45'45", and a chord which bears, North 47°09'29" East, a chord distance of 214.93';

Thence along said curve to the left, in a northeasterly direction, an arc length of 218.46' to an "X" cut in a concrete sidewalk set for the most northerly northwest corner of the herein described tract, same being at the intersection of the southeasterly monumented line of Timberland Parkway with the southerly monumented line of Locke Drive;

THENCE South 88°17'32" East, along said southerly monumented line of Locke Drive, a distance of 253.87' to a capped iron rod set at the beginning of a curve to the left, having a radius of 250.00', a central angle of 27°15'49" and a chord which bears, North 78°04'33" East, a chord distance of 117.84';

Thence along said curve to the left, in a northeasterly direction, an arc length of 118.96' to a capped iron rod set at the beginning of a curve to the right, having a radius of 200.00', a central angle of 27°15'51", and a chord which bears, North 78°04'34" East, a chord distance of 94.27';

Thence along said curve to the right, in a northeasterly direction, an arc length of 95.17' to a capped iron rod set at the end of said curve;

THENCE South 88°17'32" East, continuing along the southerly monumented line of Locke Drive, a distance of 1.04' to a capped iron rod set for the northeasterly corner of the herein described tract, same being the northwesterly corner of Lot 8, Block C, of THE RESERVE AT HICKORY SPRINGS, an addition to the Town of Flower Mound, as recorded in Cabinet V, Pages 496-497, of the Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE South 00°40'25" East, along the westerly line of said Lot 8, a distance of 76.34' to a capped iron rod set for the southwesterly corner of said Lot 8, same being the apparent northwesterly corner of TIMBERVIEW ESTATES PHASE II, an addition to the Town of Flower Mound, as recorded in Cabinet D, Page 335, P.R.D.C.T.;

THENCE South 01°25'23" East, along the apparent westerly line of said TIMBERVIEW ESTATES PHASE II, an addition, a distance of 687.98' to a capped iron rod set for the southeasterly corner of the herein described tract, same being the apparent southwesterly corner of Lot 1, Block C, of TIMBERVIEW ESTATES PHASE II, said corner also being in the northerly monumented line of College Parkway;

THENCE South $89^{\circ}23'02''$ West, along said northerly monumented line of College Parkway, a distance of 91.75' to a capped iron rod set at the beginning of a curve to the right, having a radius of 550.00', a central angle of $65^{\circ}39'46''$, and a chord which bears, North $57^{\circ}47'04''$ West, a chord distance of 596.39';

Thence along said curve to the right, in a northwesterly direction, an arc length of 630.32' to a capped iron rod set at the end of said curve;

THENCE North $24^{\circ}57'11''$ West, along the northeasterly monumented line of College Parkway, a distance of 257.59' to the POINT OF BEGINNING and containing 392,362 square feet or 9.007 acres of land, more or less.

Exhibit “B”

Development Standards

Planned Development District - 176 (PD-176) Mustang Creek Assisted Living

The development on the property comprising approximately 9.007 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.
 - a. Exhibit “C”: Conceptual Site Plan.
 - b. Exhibit “D”: Conceptual Landscape Plan.
 - c. Exhibit “E”: Conceptual Elevations.

B. PERMITTED USES.

1. Except as provided in this section, the uses listed as Permitted Uses in Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C”.
2. Nursing or congregate care facility.

C. SPECIFIC USES. Except as provided above, the uses listed as Specific Uses in Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C” with a Specific Use Permit (SUP) approved by the Town Council.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Single Family Estate District (SF-E) in the Town’s Zoning Ordinance may be permitted in the area designated on Exhibit “C” only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

E. DIMENSIONAL REGULATIONS. Except as provided in this section, the dimensional regulations listed for Single Family Estate District (SF-E) in the Town’s Zoning Ordinance shall be required for this Planned Development.

1. Nursing or congregate care facility.
 - a. Setbacks shall be provided as shown on Exhibit “C”
 - b. Wood fences are permitted to be eight-feet tall as shown on Exhibit “C”.
 - c. No more than six separate nursing or congregate care buildings may be constructed on the subject property as shown on Exhibit “C”.

ORDINANCE NO. _____

Page 2

- d. Each nursing or congregate care building shall be limited to 16 resident beds.
 - e. Each nursing or congregate care building shall be limited to a maximum of 9,000 square feet of floor area as shown on Exhibit "C".
- F. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to the approved Environmental Protection Plan.
- G. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.
- 1. Compatibility Buffer-Section 82-302.
 - a. Except as provided in this section, the compatibility buffer applies to this Planned Development.
 - b. Nursing or congregate care facility.
 - i. Except as provided in this subparagraph, a 75-foot-wide natural buffer along the eastern property line shall be provided as depicted on Exhibits "C" and "D".
 - ii. Protected trees within the 75-foot-wide natural buffer along the eastern property line will be maintained in a healthy and growing condition except for those trees removed during the creek relocation. Impacted native trees and vegetation will be reestablished if the creek is relocated within the 75-foot-wide natural buffer.
 - iii. A minimum six-foot-tall brick or masonry wall is not required along the eastern property line.
 - 2. Topographic Slope- Section 98-147.
 - a. An exception to Section 98-147, Topographical Slope Protection is granted for slopes that are greater than 12% as depicted in the approved Environmental Protection Plan.
 - b. The developer shall provide detailed drawings that illustrate the impact of the proposed development on the natural topography and the manner by which the development is integrated into, reflects and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, the developer shall conform with the following requirements with subsequent record plat applications:
 - i. The identification of those specific Best Management Practices ("BMPs") that will be used to maintain and responsibly integrate the development into the natural topography together with an explanation regarding their use within the plans for such development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town's Engineering Design and Construction Standards.
 - ii. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four foot (4') or greater in

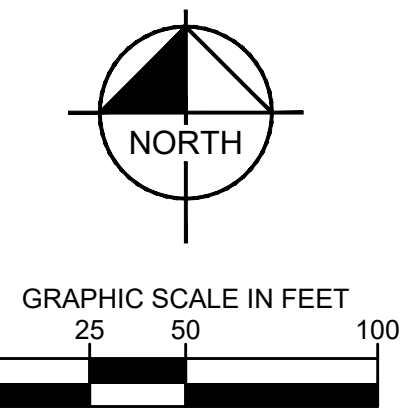
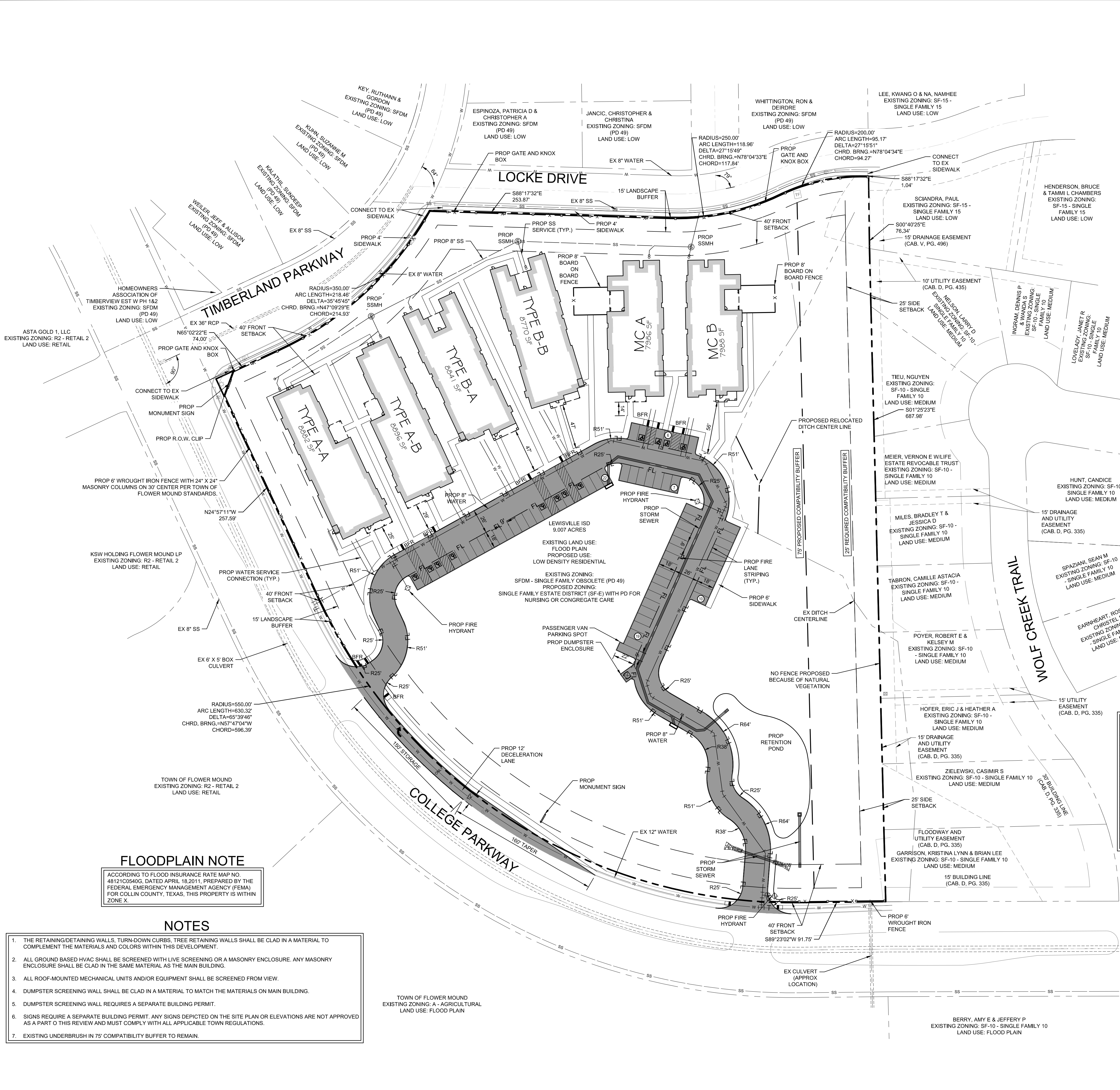
ORDINANCE NO. _____

Page 3

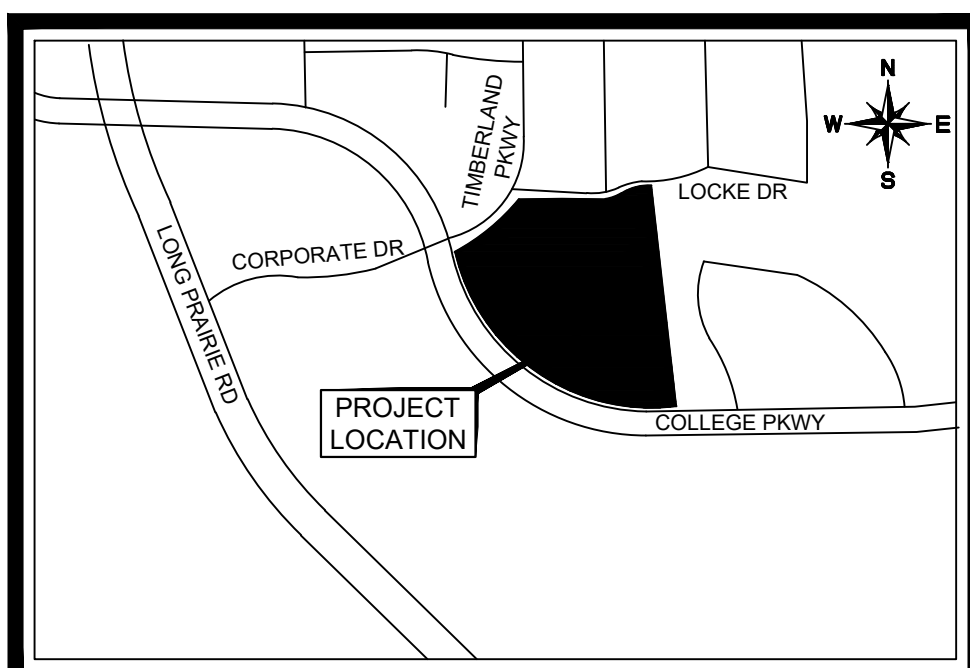
height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet (8') in height are prohibited except on a showing to staff that the property owner will suffer undue hardship in the development of an individual lot in the absence of such an eight foot (8') tall retaining wall.

DATE: 03/20/2020
LAST SAID: 03/20/2020 2:00 PM
DRAWN BY: KIMLEY-HORN
CHECKED BY: J. HORN

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND	
PROPOSED FENCE	X
PROPERTY LINE	---
PROPOSED PAVEMENT	=====
EXISTING TREE TO REMAIN	(Symbol of a tree with a circle around it)
EXISTING TREE TO BE REMOVED	(Symbol of a tree with an X inside a circle)



VICINITY MAP
N.T.S.

SITE DATA TABLE

PHYSICAL ADDRESS		N/A
GROSS SITE AREA		9.007 ACRES / 392,345 SF
EXISTING ZONING	SINGLE FAMILY OBSOLETE (PD49)	
EXISTING USE	FLOODPLAIN	
REQUESTED ZONING	SINGLE FAMILY ESTATE WITH PD FOR NURSING OR CONGREGATE CARE	
REQUESTED USE	NURSING OR CONGREGATE CARE	
LOT COVERAGE DATA		
BUILDING COVERAGE	13.09% / 51,363 SF	
IMPERVIOUS AREA	27.74% / 108,847 SF	
PERVIOUS AREA	72.26% / 283,498 SF	
PARKING SUMMARY	REQUIRED	PROVIDED
NURSING/ CONGREGATE CARE (2 SPACES PER EVERY 3 BEDS) (96 BEDS PROPOSED)	64 SPACES	64 SPACES
TOTAL PARKING	64 SPACES	64 SPACES

BUILDING DATA	
BUILDING TYPE A-A	1 STORY
PEAK HEIGHT	32'-8.5"
MEAN HEIGHT	22'-5"
TOTAL SQUARE FOOTAGE	8,882 SF
BUILDING TYPE A-B	1 STORY
PEAK HEIGHT	27'-2"
MEAN HEIGHT	20'-0"
TOTAL SQUARE FOOTAGE	8,896 SF
BUILDING TYPE B-A	1 STORY
PEAK HEIGHT	28'-6"
MEAN HEIGHT	19'-7"
TOTAL SQUARE FOOTAGE	8,841 SF
BUILDING TYPE B-B	1 STORY
PEAK HEIGHT	32'-8.5"
MEAN HEIGHT	22'-8"
TOTAL SQUARE FOOTAGE	8,770 SF
BUILDING TYPE MC-A	1 STORY
PEAK HEIGHT	26'-0"
MEAN HEIGHT	18'-10"
TOTAL SQUARE FOOTAGE	7,988 SF
BUILDING TYPE MC-B	1 STORY
PEAK HEIGHT	27'-3"
MEAN HEIGHT	19'-5.5"
TOTAL SQUARE FOOTAGE	7,988 SF

FLOODPLAIN NOTE
ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48121C05406, DATED APRIL 18, 2011, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X.

NOTES

1. THE RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
7. EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 883-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928

MUSTANG CREEK ASSISTED LIVING
TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

Kimley-Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

MUSTANG CREEK ASSISTED LIVING

CONCEPTUAL SITE PLAN

REVISIONS

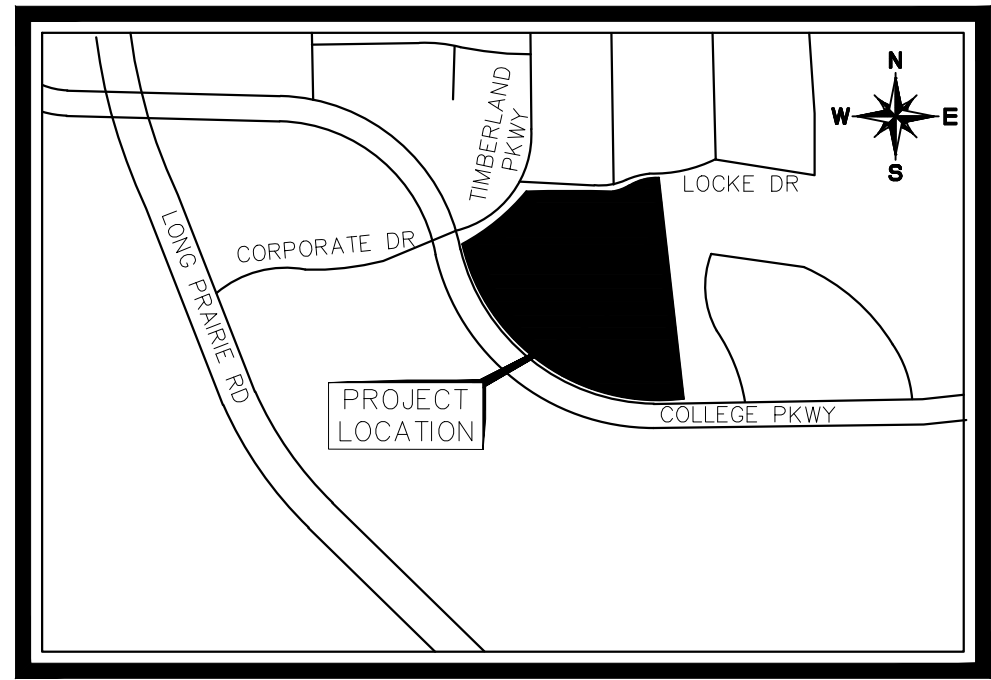
No.	DATE	BY

TEXAS

FLOWER MOUND

SHEET NUMBER

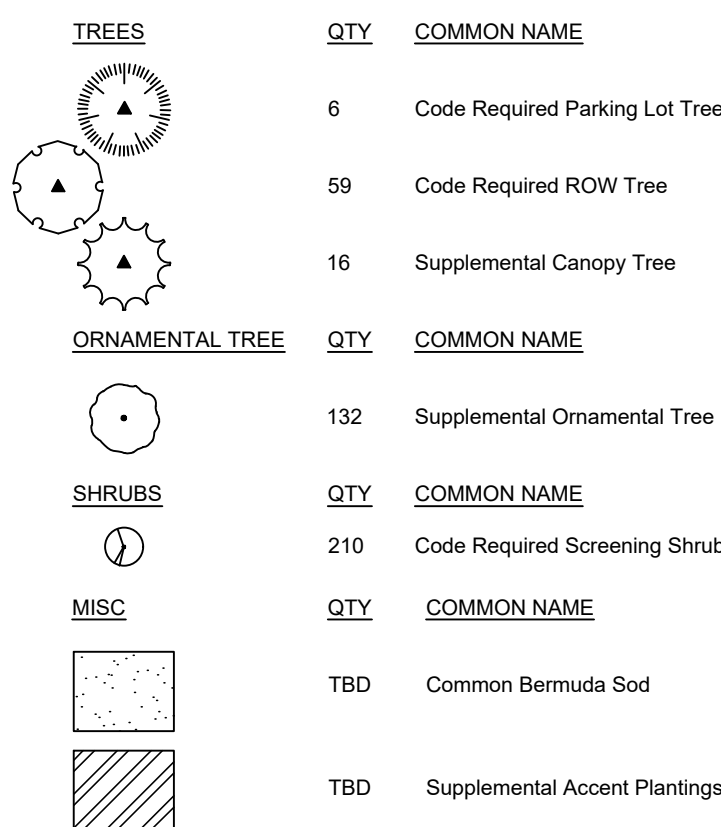
EX-1



VICINITY MAP
N.T.S.

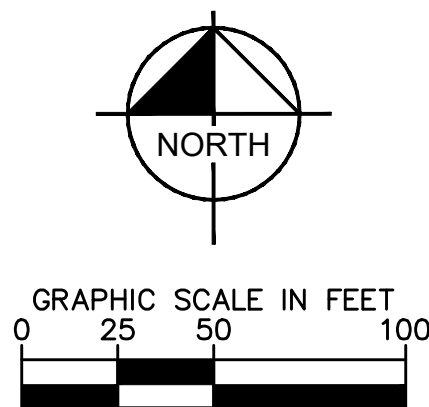
BUILDING DATA			
BUILDING TYPE A-A	1 STORY	BUILDING TYPE B-B	1 STORY
PEAK HEIGHT	27'-8"	PEAK HEIGHT	32'-8.5"
MEAN HEIGHT	22'-5"	MEAN HEIGHT	22'-8"
TOTAL SQUARE FOOTAGE	8,860 SF	TOTAL SQUARE FOOTAGE	8,770 SF
BUILDING TYPE A-B	1 STORY	BUILDING TYPE MC-A	1 STORY
PEAK HEIGHT	27'-2"	PEAK HEIGHT	26'-0"
MEAN HEIGHT	20'-0"	MEAN HEIGHT	18'-10"
TOTAL SQUARE FOOTAGE	8,873 SF	TOTAL SQUARE FOOTAGE	7,964 SF
BUILDING TYPE B-A	1 STORY	BUILDING TYPE MC-B	1 STORY
PEAK HEIGHT	28'-6"	PEAK HEIGHT	27'-3"
MEAN HEIGHT	19'-7"	MEAN HEIGHT	19'-5.5"
TOTAL SQUARE FOOTAGE	8,841 SF	TOTAL SQUARE FOOTAGE	7,966 SF

PLANT SCHEDULE



TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: FEBRUARY 11, 2020

OWNER/APPLICANT:	ARCHITECT:	ENGINEER/SURVEYOR:
MUSTANG CREEK ENTERPRISES 5000 LEGACY DRIVE, SUITE 210 PLANO, TEXAS 75024 CONTACT: RENEE RAMSEY PHONE: (214) 683-5111	CROSS TIMBERS ARCHITECTS 4315 WINDSOR CENTRE TRAIL, SUITE 200 FLOWER MOUND, TEXAS 75028 CONTACT: JENNIFER ALFORD PHONE: (972) 355-7754	KIMLEY-HORN AND ASSOCIATES, INC. 260 EAST DAVIS STREET, SUITE 100 MCKINNEY, TEXAS 75070 CONTACT: ERIC T. JESKE, P.E. PHONE: (469) 301-2582 FIRM NO.: F-928



MATERIAL TABULATION CHART

	SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1. Total Facade S.F.	895 s.f.	2052 s.f.	781 s.f.	1882 s.f.
2. Facade S.F. (exclusive of doors and windows)	717 s.f.	1735 s.f.	733 s.f.	1682 s.f.
3. Doors and Windows S.F.	178 s.f.	317 s.f.	48 s.f.	200 s.f.
4. Primary Masonry Totals	638 s.f. and 89% of 2	1590 s.f. and 92% of 2	588 s.f. and 80% of 2	1525 sf and 91% of 2
- Brck s.f. (as applicable)	427 s.f. and 60% of 2	1489 s.f. and 86% of 2	588 s.f. and 80% of 2	1400 sf and 83% of 2
- Stucco s.f. (as applicable)	211 s.f. and 29% of 2	101 s.f. and 6% of 2	0 s.f. and 0% of 2	125 s.f. and 8% of 2
5. Secondary Masonry Totals hard-board siding	79 s.f. and 11% of 2	145 s.f. and 8% of 2	145 s.f. and 20% of 2	158 s.f. and 9% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STUCCO
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to make any changes to these plans. All changes shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

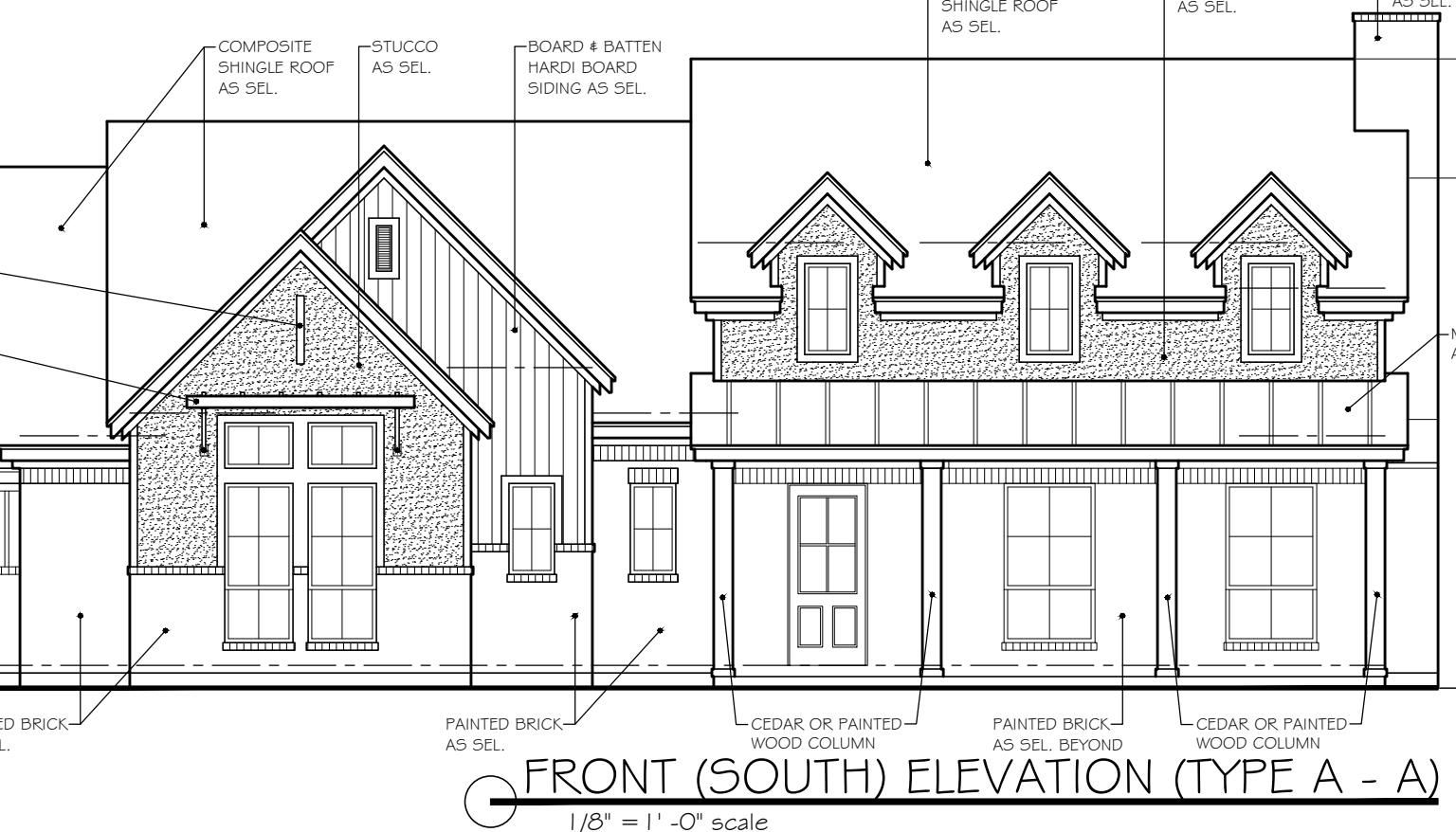
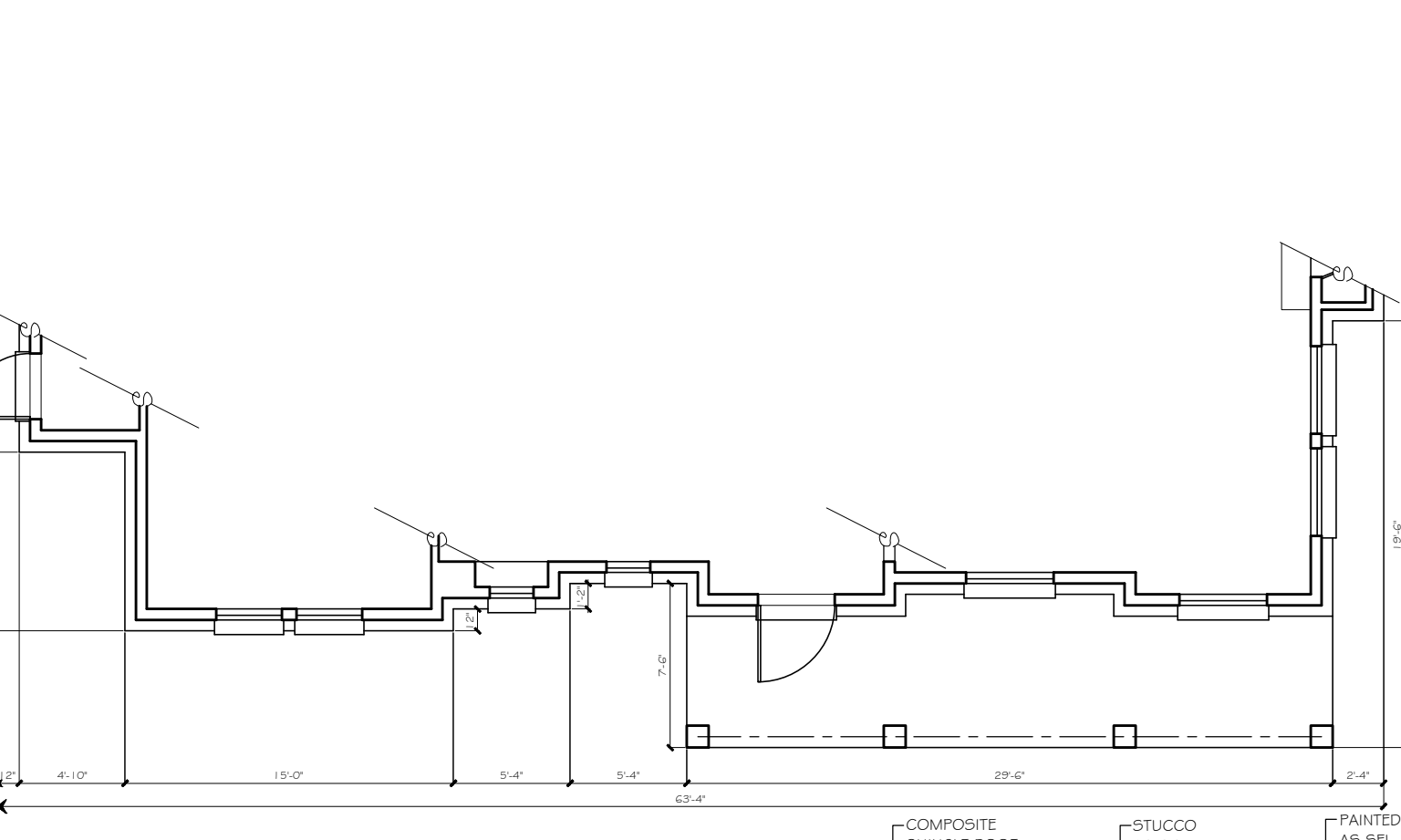
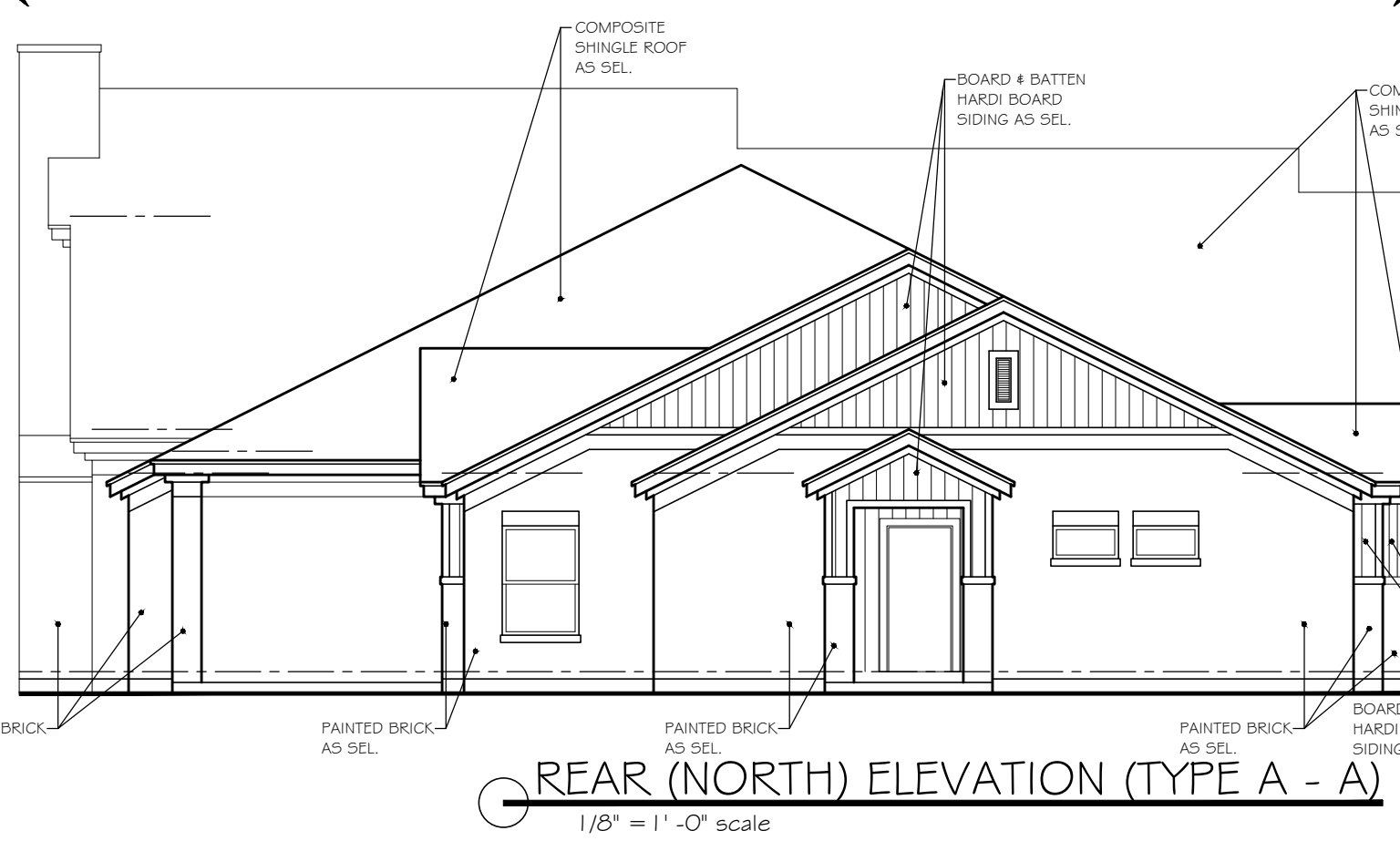
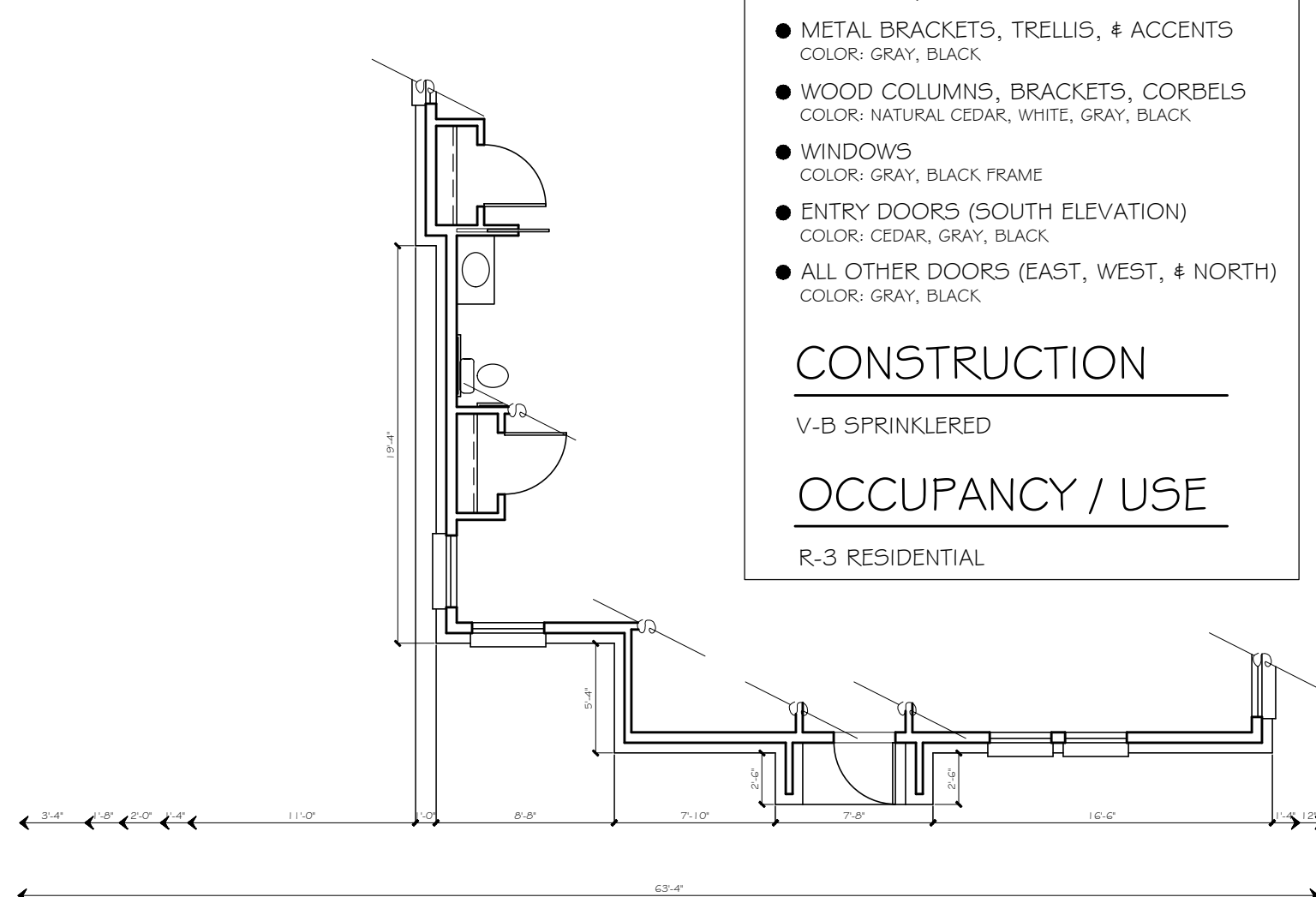
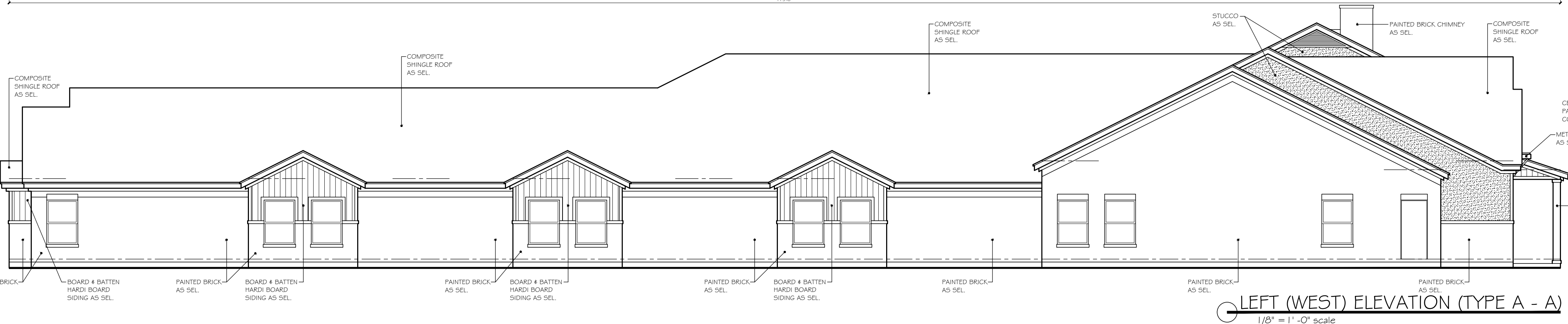
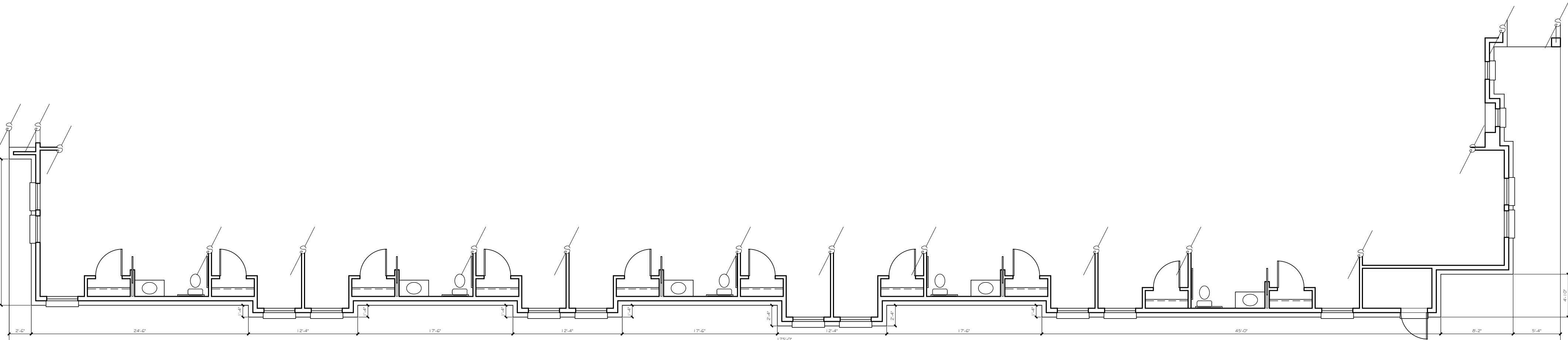
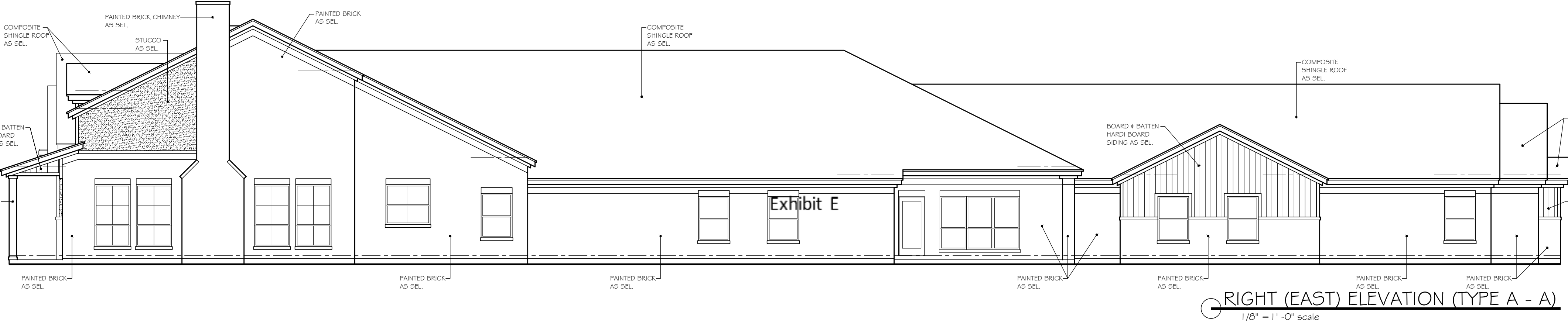
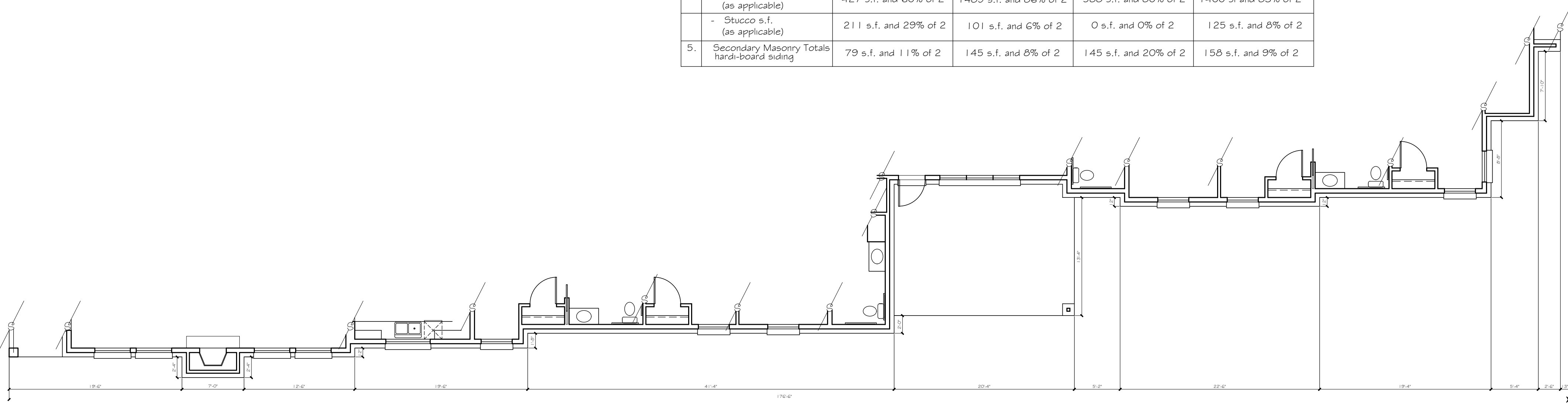
**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

19-062

SHEET

PD1



MATERIAL TABULATION CHART

		SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1.	Total Facade S.F.	825 s.f.	2022 s.f.	781 s.f.	2138 s.f.
2.	Facade S.F. (exclusive of doors and windows)	572 s.f.	1822 s.f.	733 s.f.	1821 s.f.
3.	Doors and Windows S.F.	253 s.f.	200 s.f.	48 s.f.	317 s.f.
4.	Primary Masonry Totals	483 s.f. and 84% of 2	1578 s.f. and 87% of 2	588 s.f. and 80% of 2	1528 s.f. and 84% of 2
	- Brck s.f. (as applicable)	412 s.f. and 72% of 2	1468 s.f. and 80% of 2	588 s.f. and 80% of 2	1484 s.f. and 82% of 2
	- Stucco s.f. (as applicable)	71 s.f. and 12% of 2	110 s.f. and 7% of 2	0 s.f. and 0% of 2	44 s.f. and 2% of 2
5.	Secondary Masonry Totals hardi-board siding	89 s.f. and 16% of 2	244 s.f. and 13% of 2	145 s.f. and 20% of 2	293 s.f. and 16% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

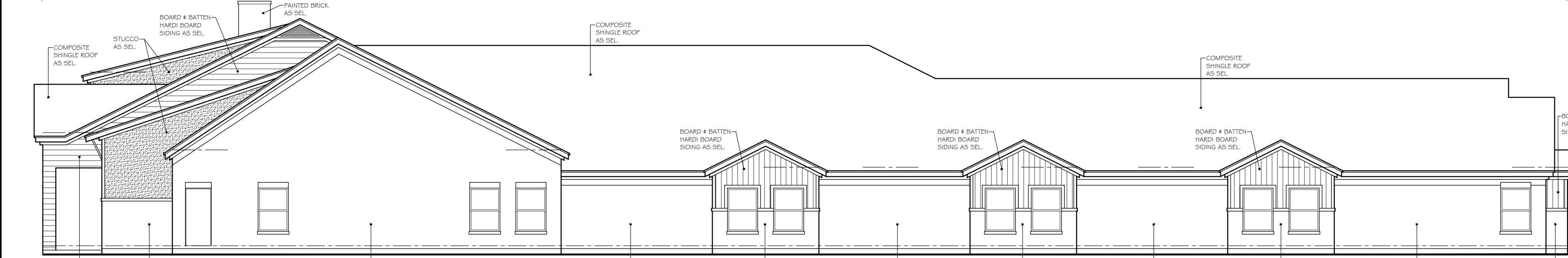
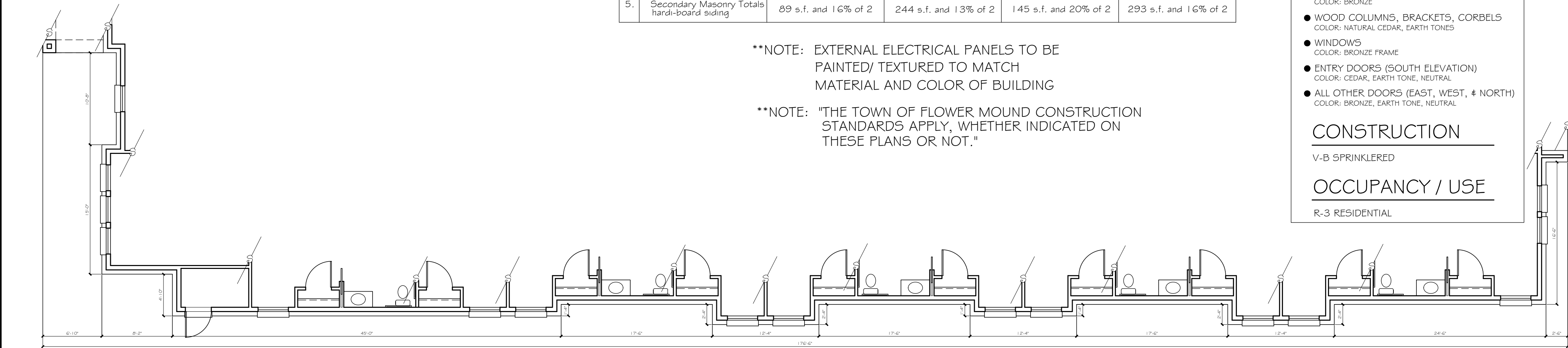
- ROOFING
COMPOSITE SHINGLE: EARTH TONES + NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: GRAY, BRONZE, EARTH TONE
- STUCCO
COLOR: CREAM, WHITE, NEUTRAL, EARTH TONE
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, EARTH TONES, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, WHITE, EARTH TONES
- METAL AWNINGS
COLOR: BRONZE
- METAL BRACKETS, TRELLIS, + ACCENTS
COLOR: BRONZE
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, EARTH TONES
- WINDOWS
COLOR: BRONZE FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, EARTH TONE, NEUTRAL
- ALL OTHER DOORS (EAST, WEST, + NORTH)
COLOR: BRONZE, EARTH TONE, NEUTRAL

CONSTRUCTION

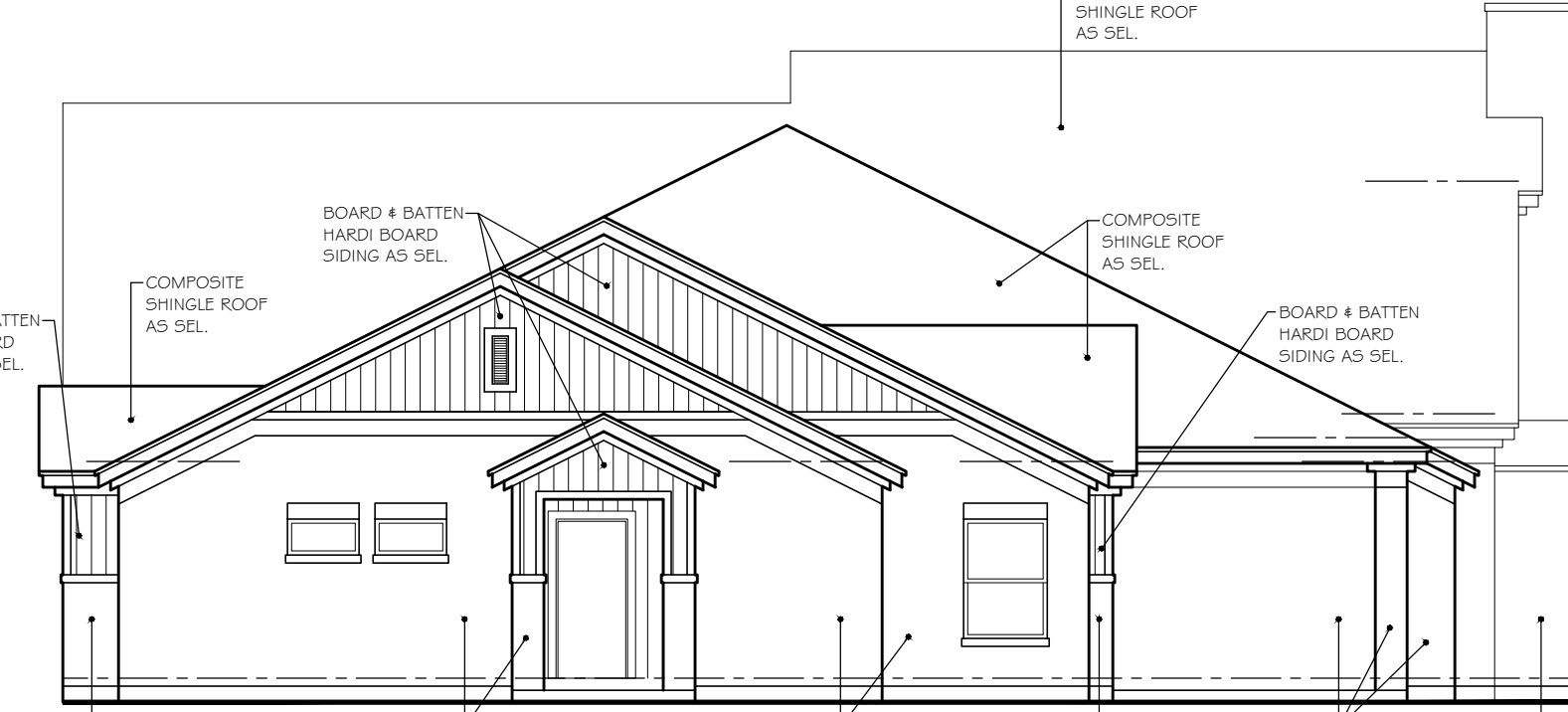
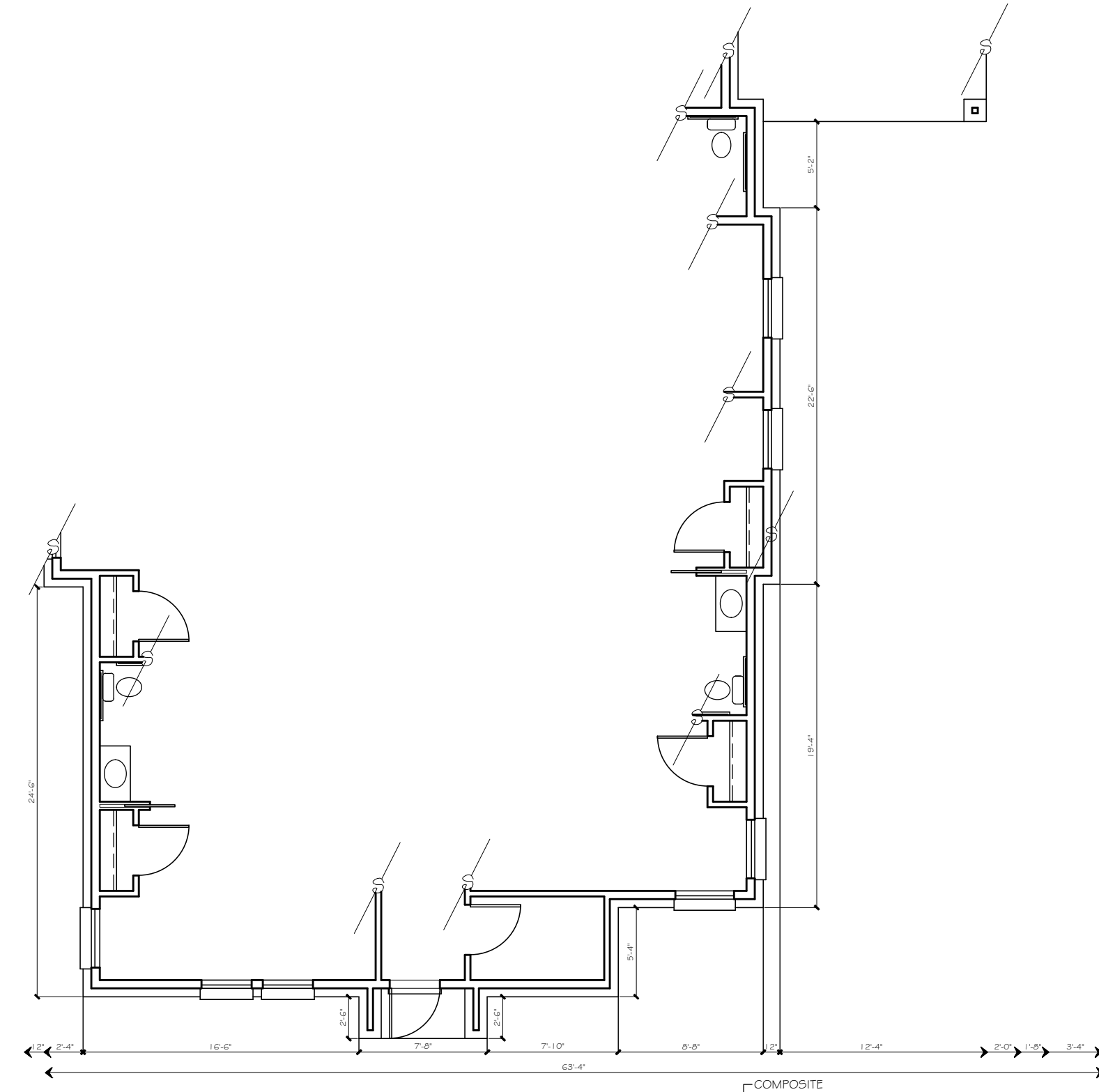
V-B SPRINKLERED

OCCUPANCY / USE

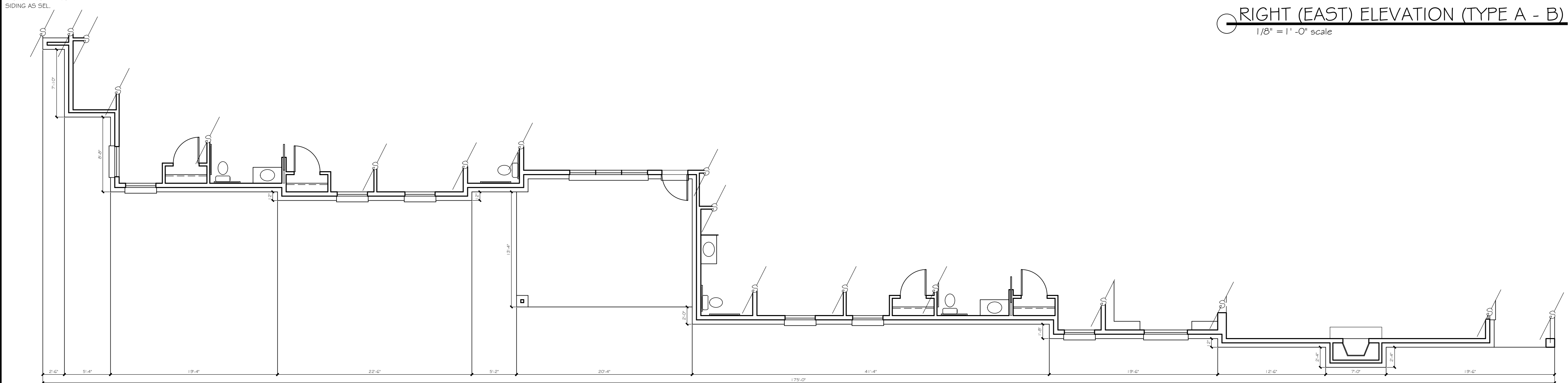
R-3 RESIDENTIAL



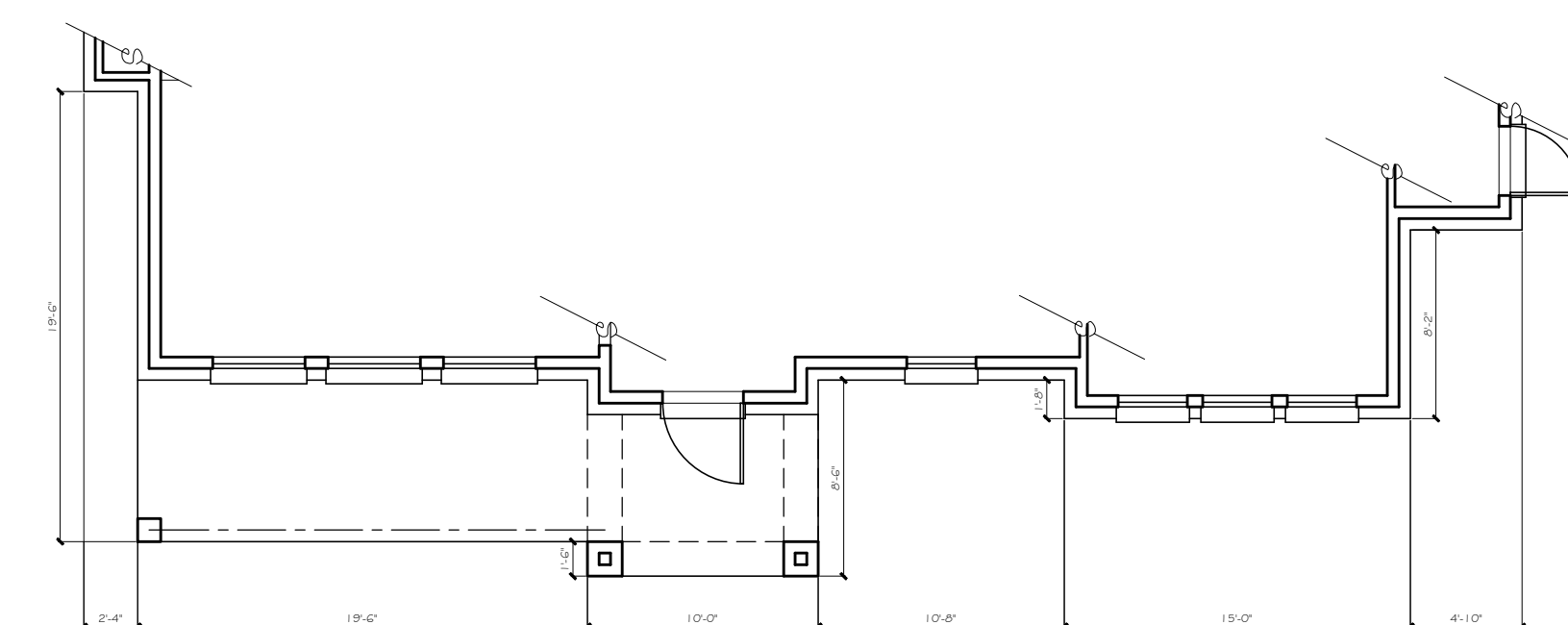
RIGHT (EAST) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE A - B)
1/8" = 1' - 0" scale

CLAUSE

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS

4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD2

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to make any changes to these plans. All work shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

MATERIAL TABULATION CHART

	SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1. Total Facade S.F.	819 s.f.	1862 s.f.	580 s.f.	1742 s.f.
2. Facade S.F. (exclusive of doors and windows)	602 s.f.	1593 s.f.	462 s.f.	1578 s.f.
3. Doors and Windows S.F.	217 s.f.	269 s.f.	118 s.f.	164 s.f.
4. Primary Masonry Totals	489 s.f. and 81% of 2	1288 s.f. and 81% of 2	370 s.f. and 80% of 2	1269 sf and 80% of 2
- Brck s.f. (as applicable)	268 s.f. and 45% of 2	1108 s.f. and 70% of 2	48 s.f. and 10% of 2	1191 sf and 75% of 2
- Stone s.f. (as applicable)	165 s.f. and 27% of 2	180 s.f. and 11% of 2	322 s.f. and 70% of 2	73 sf and 5% of 2
- Stucco s.f. (as applicable)	56 s.f. and 9% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	5 s.f. and 0% of 2
5. Secondary Masonry Totals hardi-board siding	113 s.f. and 19% of 2	305 s.f. and 19% of 2	92 s.f. and 20% of 2	309 s.f. and 20% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

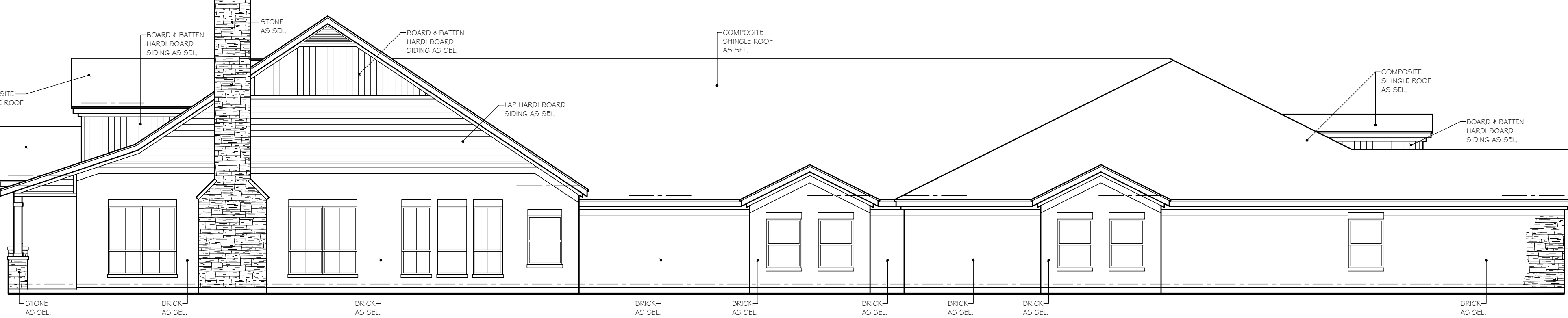
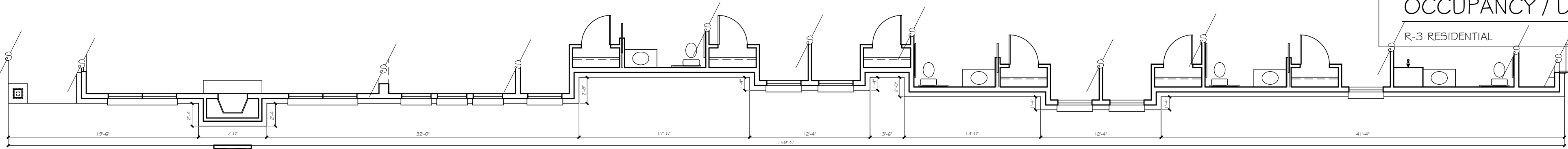
- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY, BLACK
- STUCCO
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

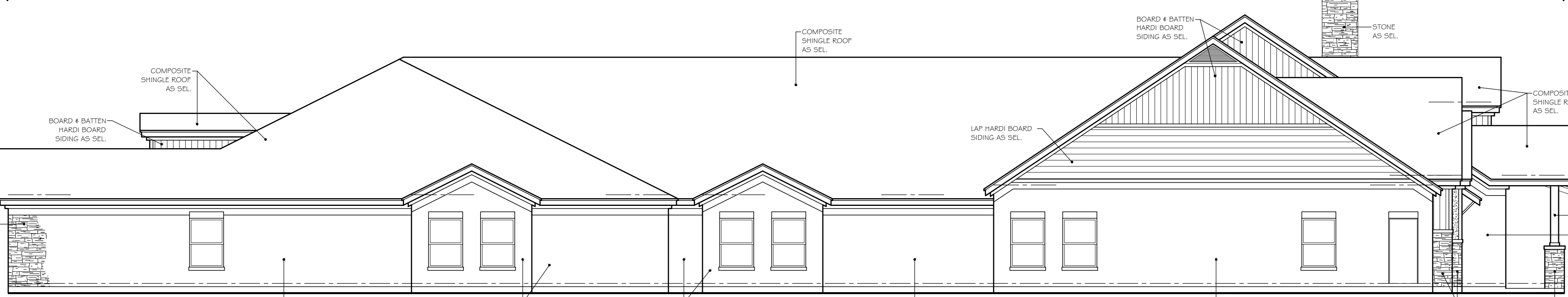
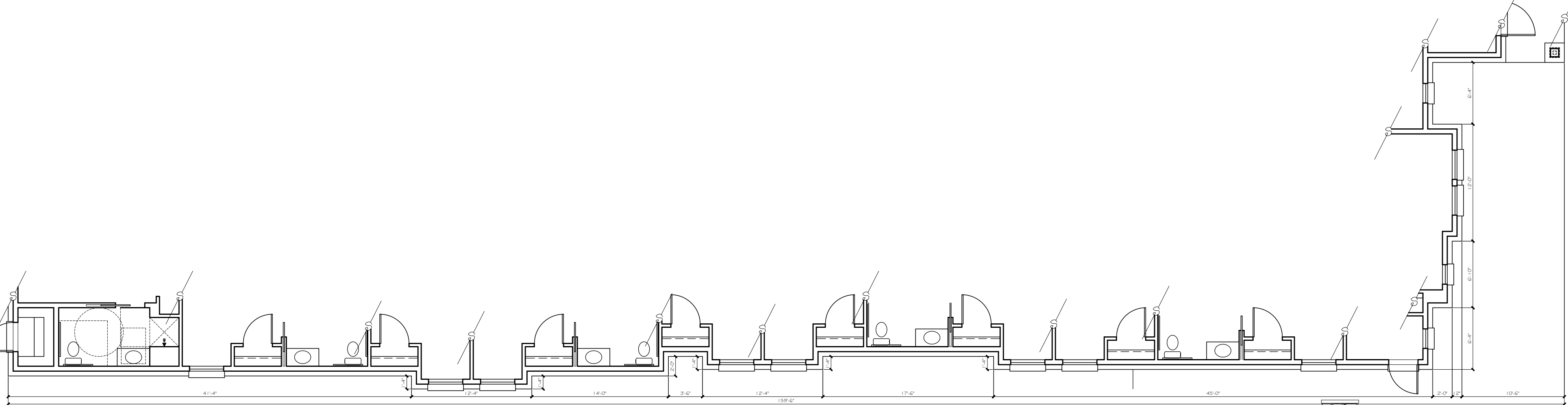
V-B SPRINKLERED

OCCUPANCY / USE

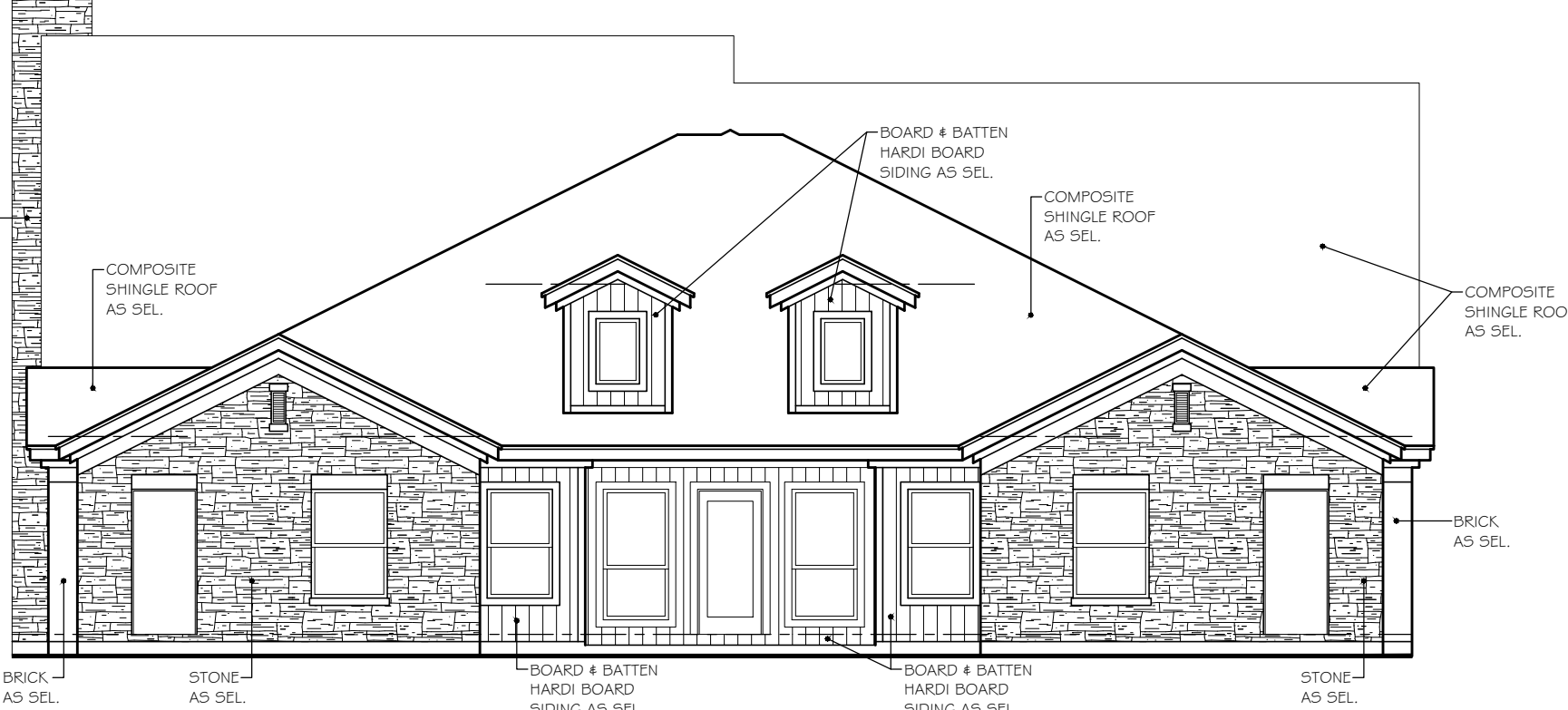
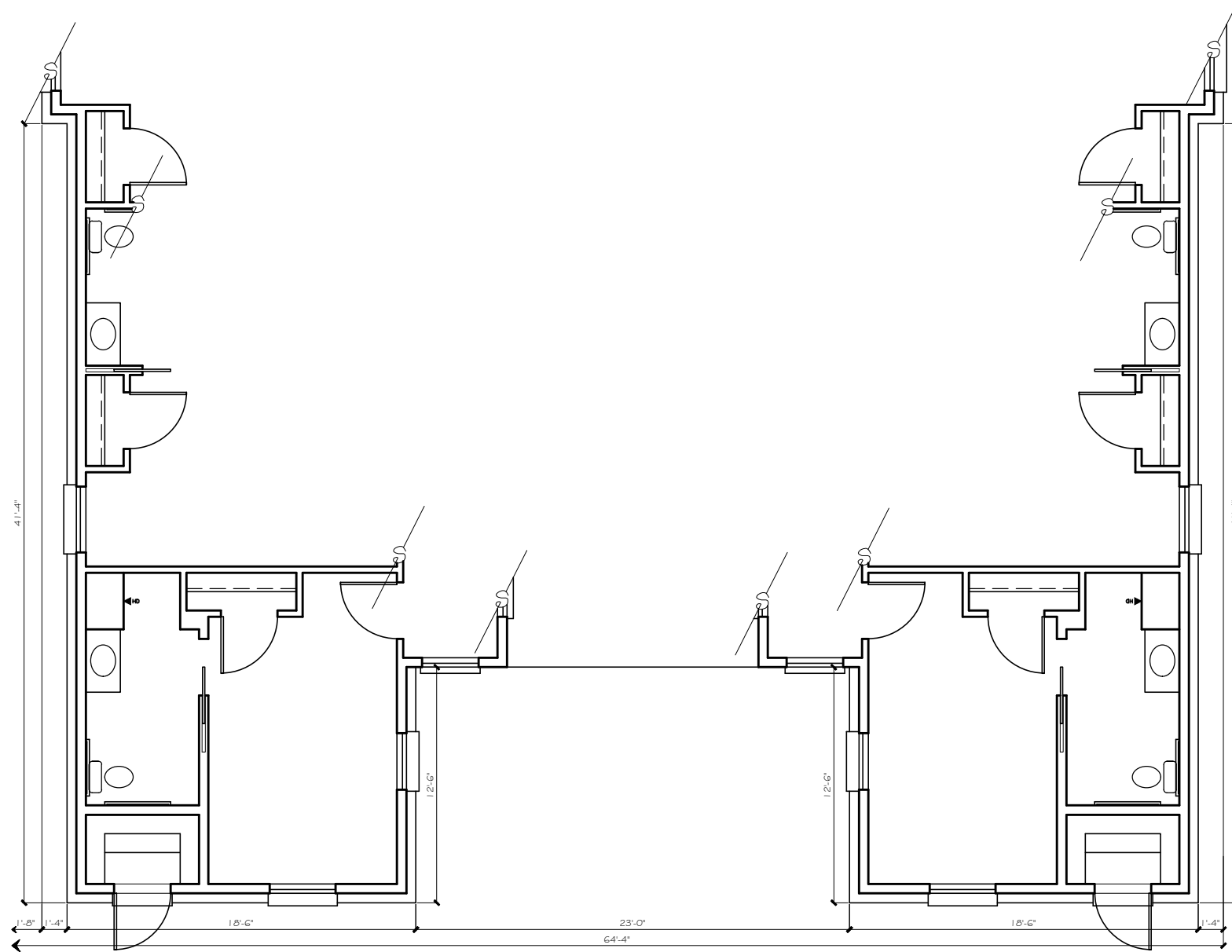
R-3 RESIDENTIAL



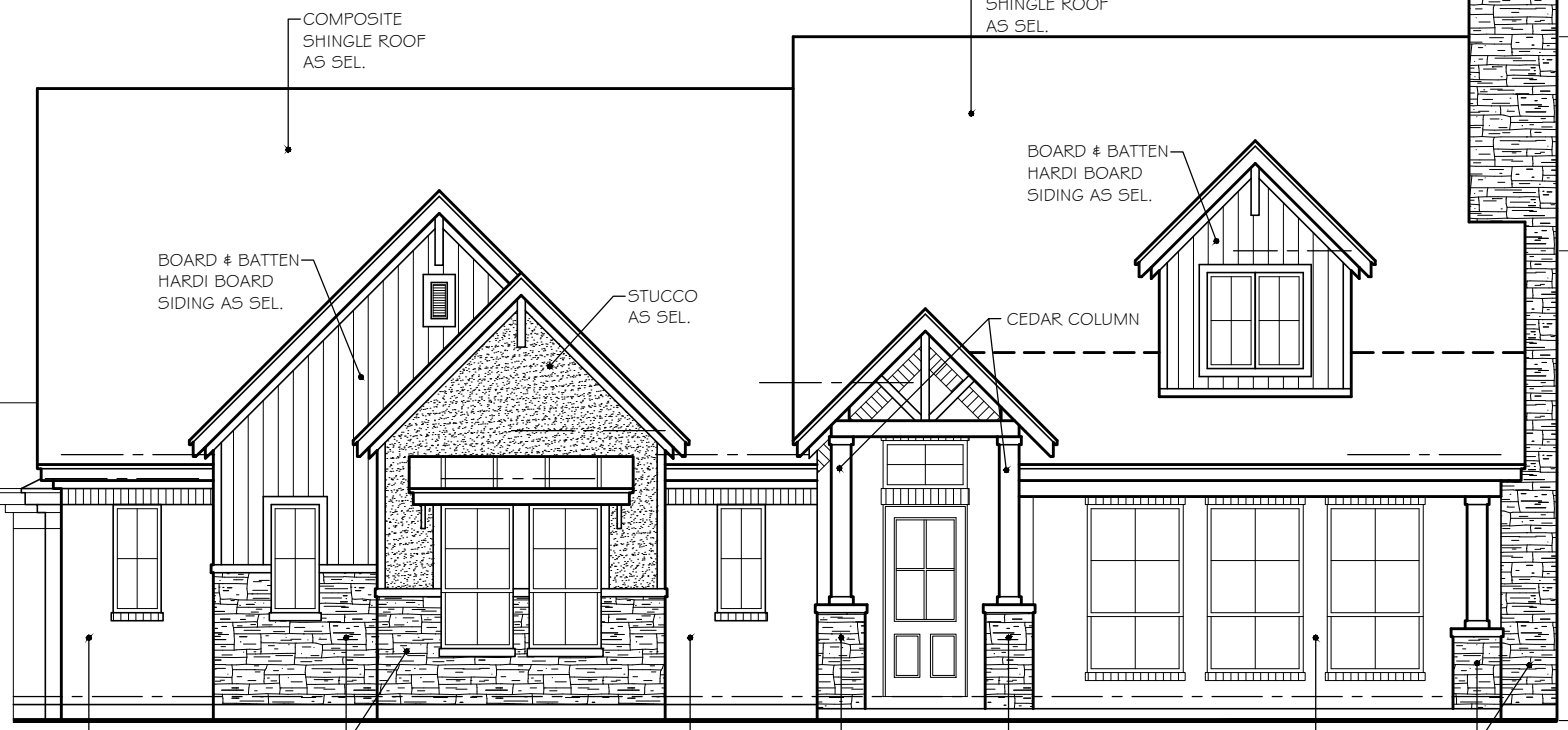
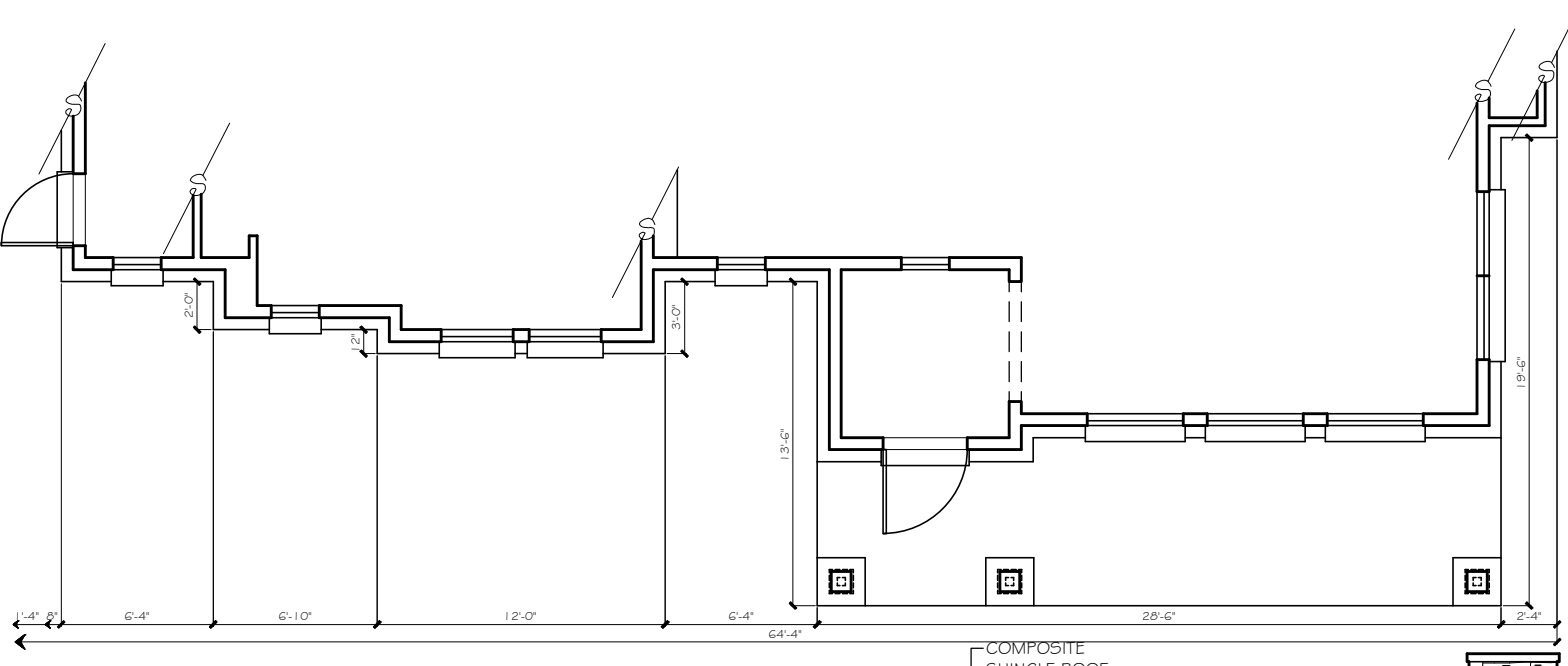
RIGHT (EAST) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE B - A)
1/8" = 1' - 0" scale

CLAUSE

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD3

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify all dimensions and materials with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to modify these plans. All plans shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

MATERIAL TABULATION CHART

		SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1.	Total Facade S.F.	1081 s.f.	1749 s.f.	574 s.f.	1792 s.f.
2.	Facade S.F. (exclusive of doors and windows)	898 s.f.	1605 s.f.	458 s.f.	1537 s.f.
3.	Doors and Windows S.F.	183 s.f.	144 s.f.	116 s.f.	255 s.f.
4.	Primary Masonry Totals	898 s.f. and 100% of 2	1339 s.f. and 83% of 2	388 s.f. and 85% of 2	1245 sf and 81% of 2
	- Brck s.f. (as applicable)	898 s.f. and 100% of 2	1339 s.f. and 83% of 2	388 s.f. and 85% of 2	1245 sf and 81% of 2
5.	Secondary Masonry Totals hard-board siding	0 s.f. and 0% of 2	266 s.f. and 17% of 2	70 s.f. and 15% of 2	292 s.f. and 19% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE
PAINTED/ TEXTURED TO MATCH
MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION
STANDARDS APPLY, WHETHER INDICATED ON
THESE PLANS OR NOT."

PROPOSED MATERIALS

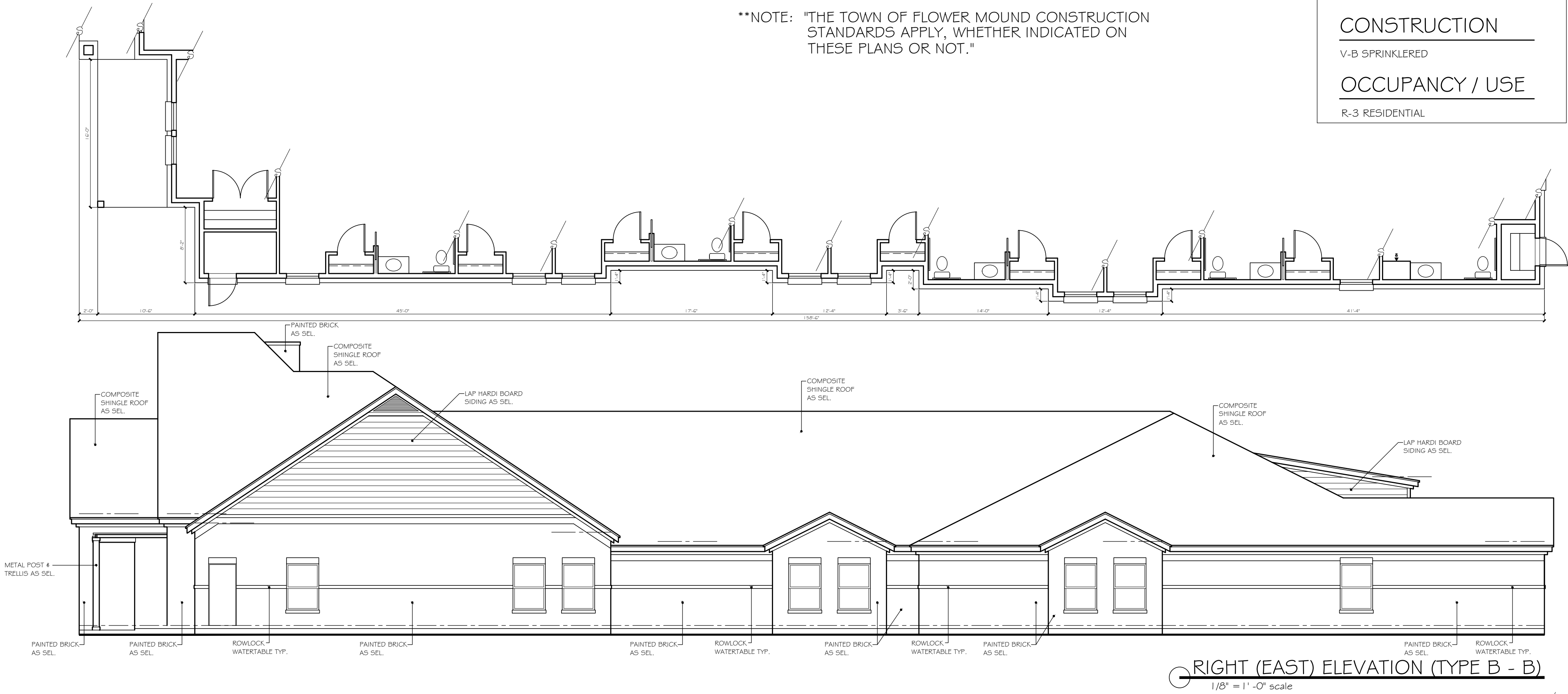
- ROOFING
COMPOSITE SHINGLE; BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM; SILVER, GRAY, BLACK
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, GRAY, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, GRAY, WHITE, BLACK
- METAL AWNINGS
COLOR: GRAY, BLACK
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE, GRAY, BLACK
- WINDOWS
COLOR: GRAY, BLACK FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, GRAY, BLACK
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: GRAY, BLACK

CONSTRUCTION

V-B SPRINKLERED

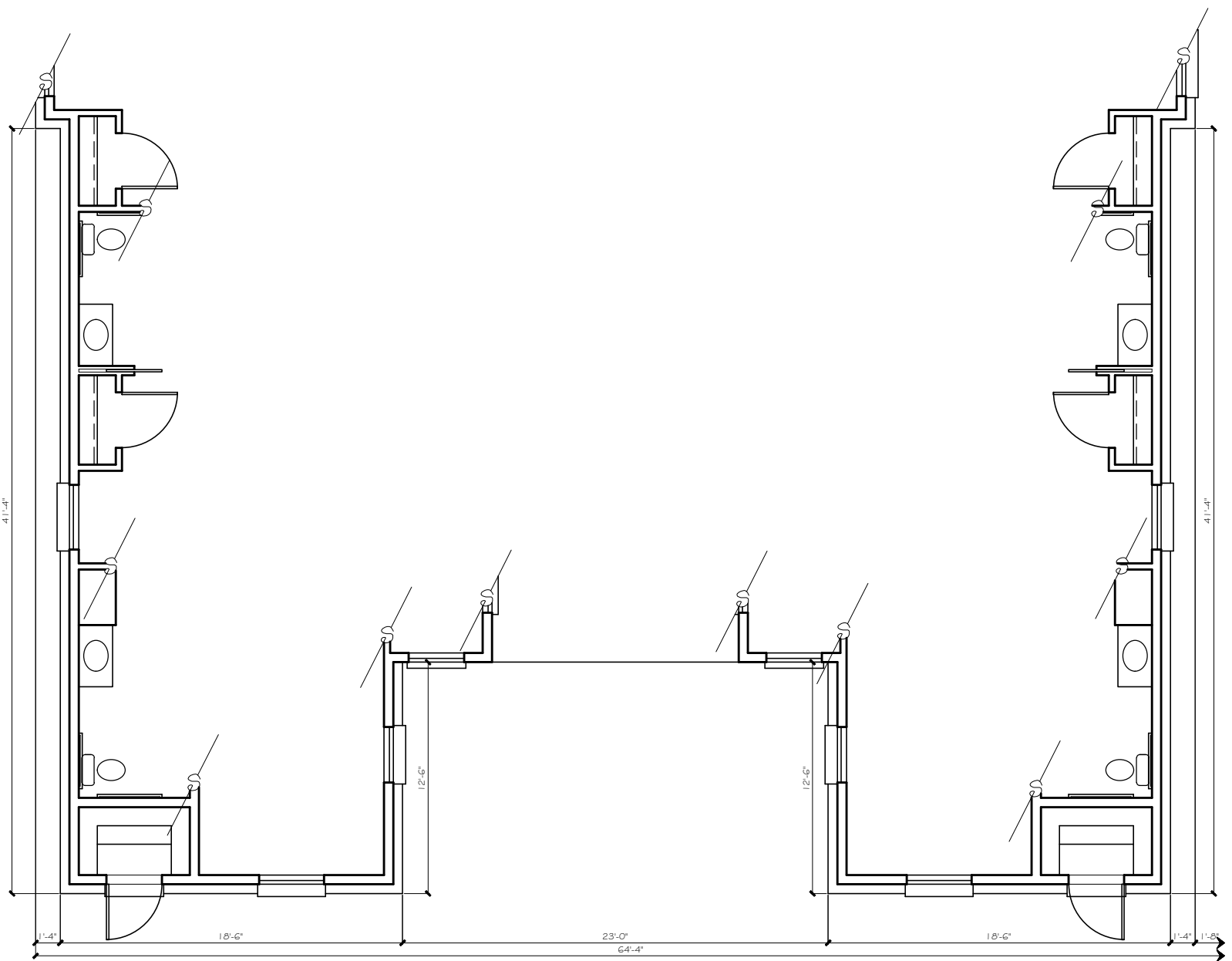
OCCUPANCY / USE

R-3 RESIDENTIAL



RIGHT (EAST) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale

LEFT (WEST) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



REAR (NORTH) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale



FRONT (SOUTH) ELEVATION (TYPE B - B)
1/8" = 1'-0" scale

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the contractor shall verify compliance with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is authorized to modify these plans. All modifications shall remain the property of Cross Timbers Architects & are not to be reused or reproduced without written permission.

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:
**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #
19-062

SHEET
PD4

MATERIAL TABULATION CHART

		SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1.	Total Facade S.F.	754 s.f.	1732 s.f.	910 s.f.	1614 s.f.
2.	Facade S.F. (exclusive of doors and windows)	598 s.f.	1472 s.f.	848 s.f.	1364 s.f.
3.	Doors and Windows S.F.	156 s.f.	260 s.f.	62 s.f.	250 s.f.
4.	Primary Masonry Totals	493 s.f. and 82% of 2	1320 s.f. and 90% of 2	677 s.f. and 80% of 2	1193 sf and 87% of 2
	- Brick s.f. (as applicable)	493 s.f. and 82% of 2	1320 s.f. and 90% of 2	677 s.f. and 80% of 2	1193 sf and 87% of 2
5.	Secondary Masonry Totals hardi-board siding	105 s.f. and 18% of 2	152 s.f. and 10% of 2	171 s.f. and 20% of 2	171 s.f. and 13% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE
PAINTED/ TEXTURED TO MATCH
MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION
STANDARDS APPLY, WHETHER INDICATED ON
THESE PLANS OR NOT."

PROPOSED MATERIALS

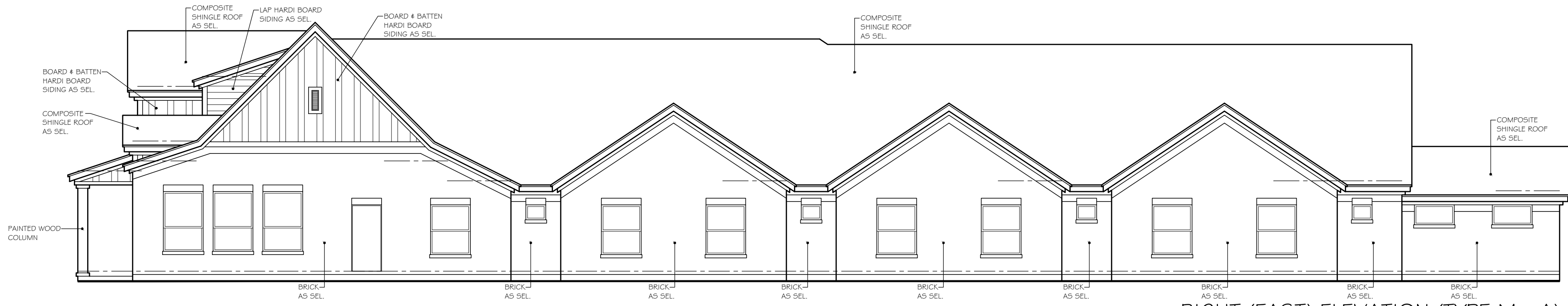
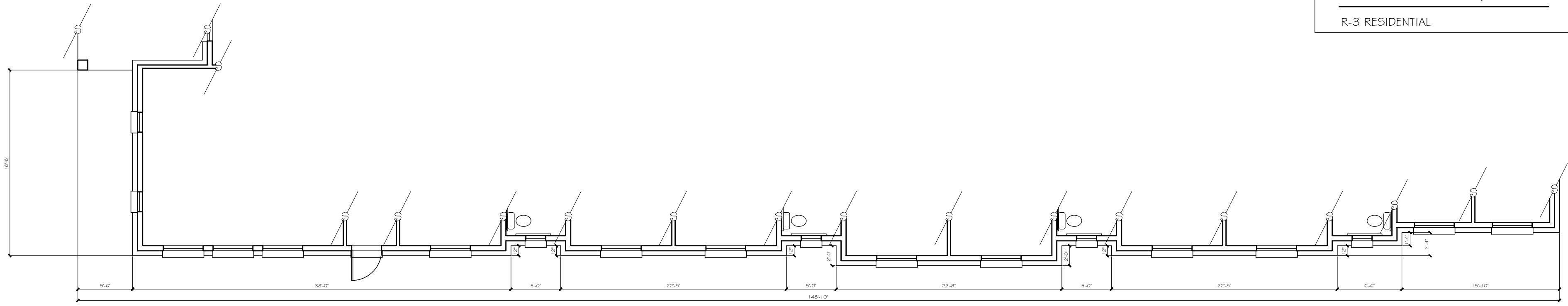
- ROOFING
COMPOSITE SHINGLE: EARTH TONES & NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: GRAY, BRONZE, EARTH TONE
- BRICK (NATURAL OR PAINTED)
MODULAR OR KING SIZE
COLOR: CREAM, EARTH TONES, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, WHITE, EARTH TONES
- METAL AWNINGS
COLOR: EARTH TONES, BRONZE
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: EARTH TONES, BRONZE
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, EARTH TONES
- WINDOWS
COLOR: BRONZE FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, EARTH TONE, NEUTRAL
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: CEDAR EARTH TONE, BRONZE

CONSTRUCTION

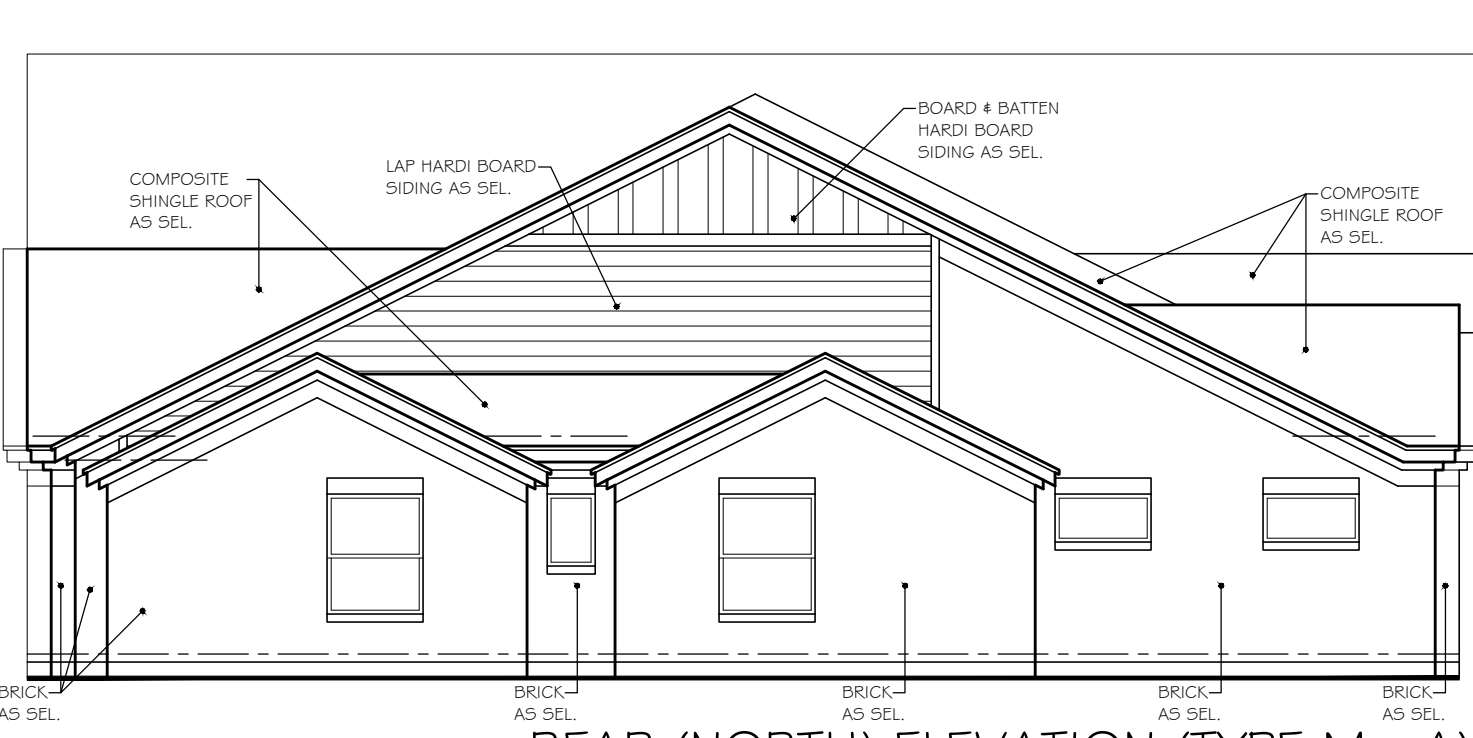
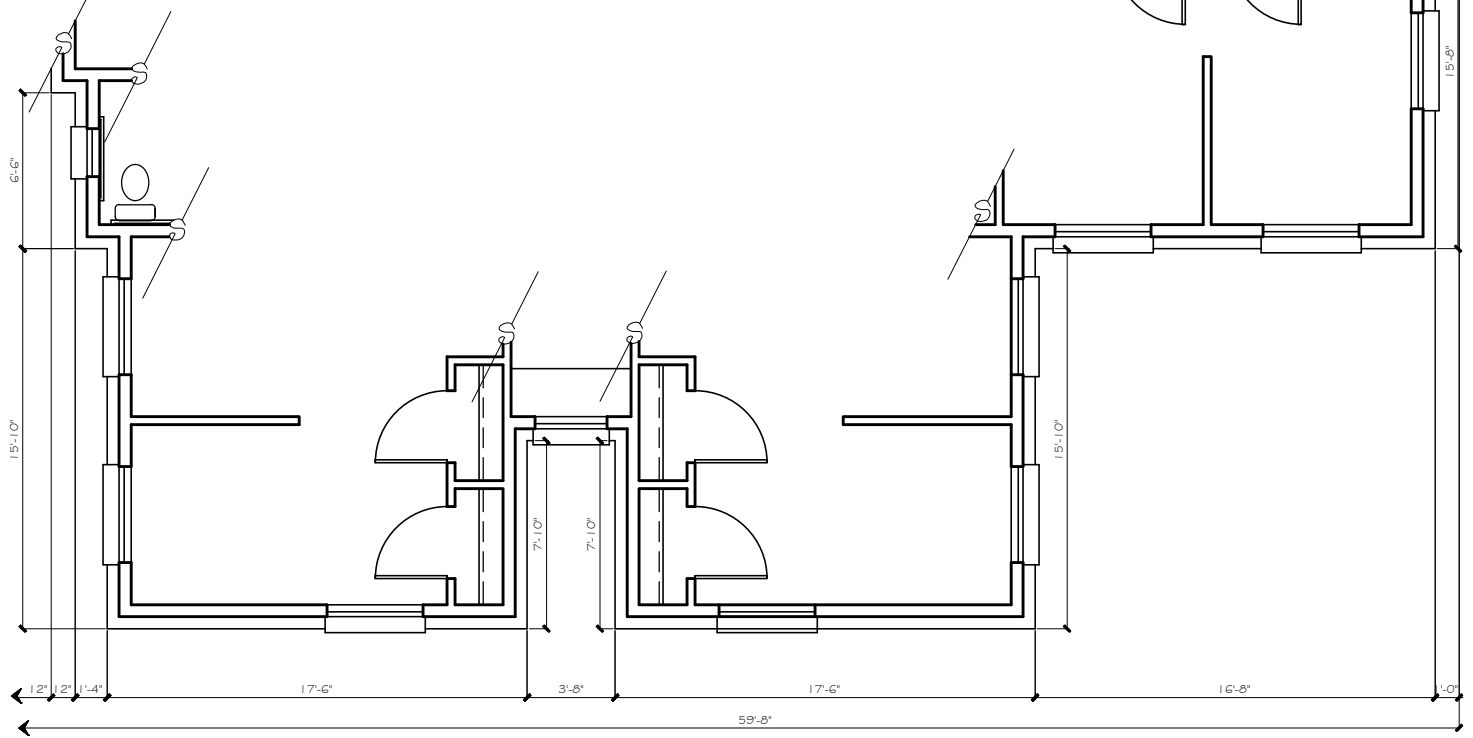
V-B SPRINKLERED

OCCUPANCY / USE

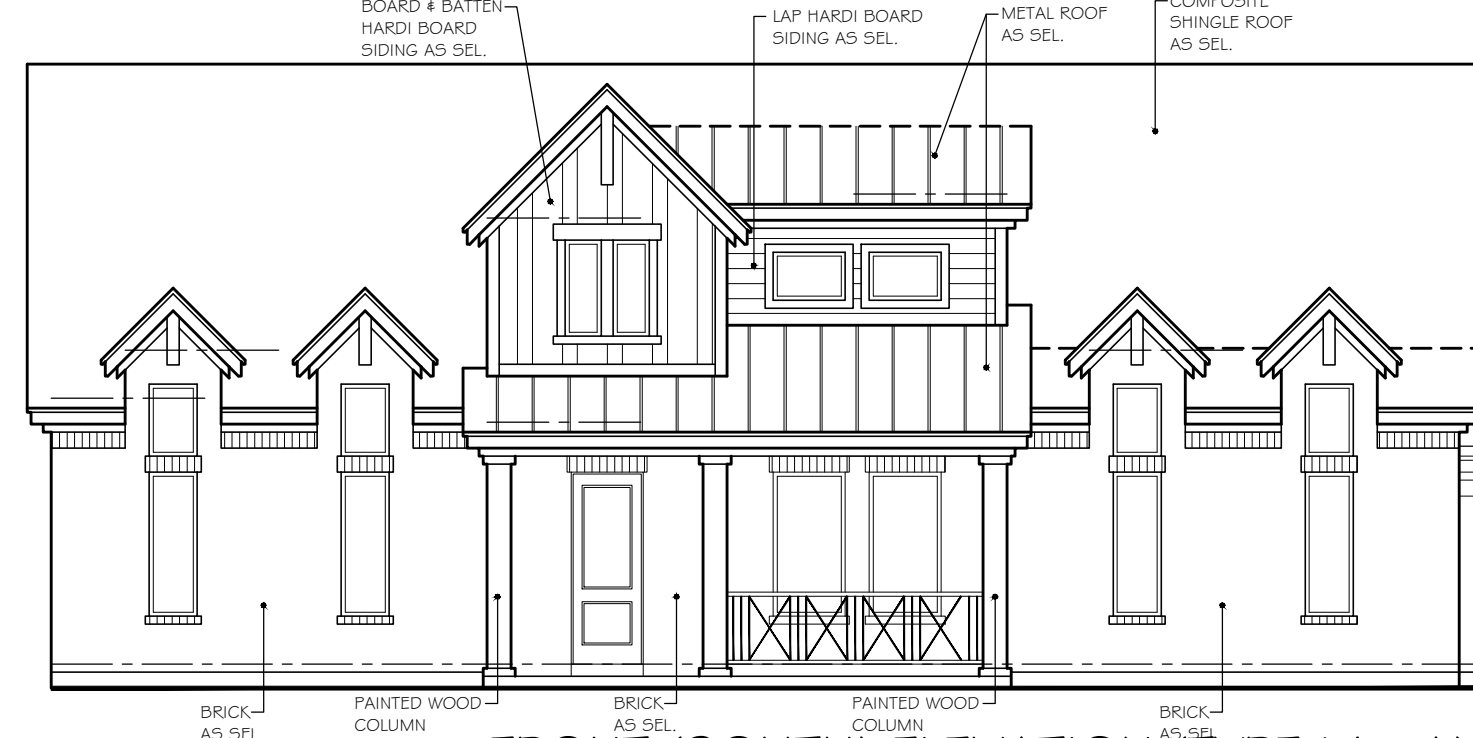
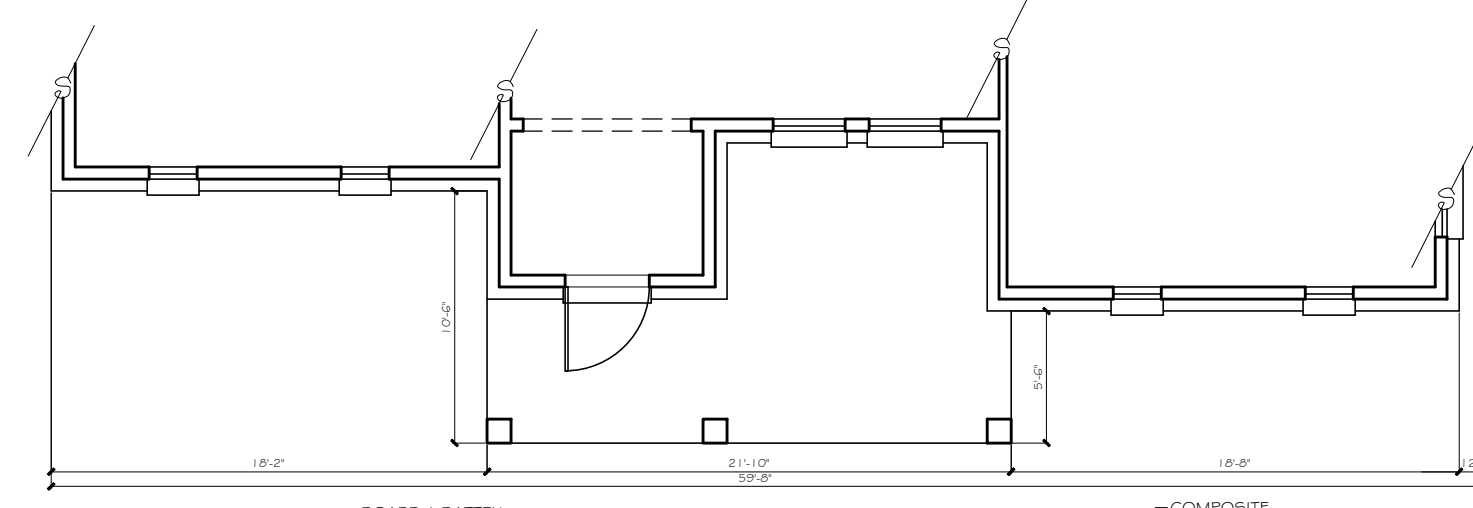
R-3 RESIDENTIAL



RIGHT (EAST) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE M - A)
1/8" = 1' - 0" scale

CLAUSE

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DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

**PRELIMINARY
NOT FOR
CONSTRUCTION**

A CUSTOM PROJECT FOR:

**MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS**

JOB #

19-062

SHEET

PD5

MATERIAL TABULATION CHART

		SOUTH (Front)	EAST (Right)	NORTH (Rear)	WEST (Left)
1.	Total Facade S.F.	892 s.f.	1613 s.f.	910 s.f.	1817 s.f.
2.	Facade S.F. (exclusive of doors and windows)	753 s.f.	1331 s.f.	848 s.f.	1545 s.f.
3.	Doors and Windows S.F.	139 s.f.	282 s.f.	62 s.f.	272 s.f.
4.	Primary Masonry Totals	753 s.f. and 100% of 2	1155 s.f. and 87% of 2	677 s.f. and 80% of 2	1545 sf and 100% of 2
	- Brck s.f. (as applicable)	483 s.f. and 64% of 2	1135 s.f. and 85% of 2	677 s.f. and 80% of 2	1476 sf and 96% of 2
	- Stone s.f. (as applicable)	270 s.f. and 36% of 2	20 s.f. and 2% of 2	0 s.f. and 0% of 2	69 s.f. and 4% of 2
5.	Secondary Masonry Totals hard-board siding	0 s.f. and 0% of 2	176 s.f. and 13% of 2	171 s.f. and 20% of 2	0 s.f. and 0% of 2

**NOTE: EXTERNAL ELECTRICAL PANELS TO BE PAINTED/ TEXTURED TO MATCH MATERIAL AND COLOR OF BUILDING

**NOTE: "THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT."

PROPOSED MATERIALS

- ROOFING
COMPOSITE SHINGLE: BLACK, GRAY, NEUTRAL COLORS
- ROOFING
METAL STANDING SEAM: SILVER, GRAY
- STONE
NATURAL STONE: SAW CUT, CHOPPED, LEDGE STONE
MODULAR OR KING SIZE
COLOR: CREAM, WHITE, NEUTRAL
- BRICK (NATURAL OR PAINTED)
COLOR: CREAM, WHITE, NEUTRAL
- FASCIA, SOFFITS, AND SIDING
COLOR: CREAM, BROWN
- METAL AWNINGS
COLOR: CREAM, BROWN
- METAL BRACKETS, TRELLIS, & ACCENTS
COLOR: GRAY, BLACK
- WOOD COLUMNS, BRACKETS, CORBELS
COLOR: NATURAL CEDAR, WHITE
- WINDOWS
COLOR: CREAM OR BROWN FRAME
- ENTRY DOORS (SOUTH ELEVATION)
COLOR: CEDAR, BROWN
- ALL OTHER DOORS (EAST, WEST, & NORTH)
COLOR: CEDAR, BROWN

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

R-3 RESIDENTIAL

CLAUSe

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DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:

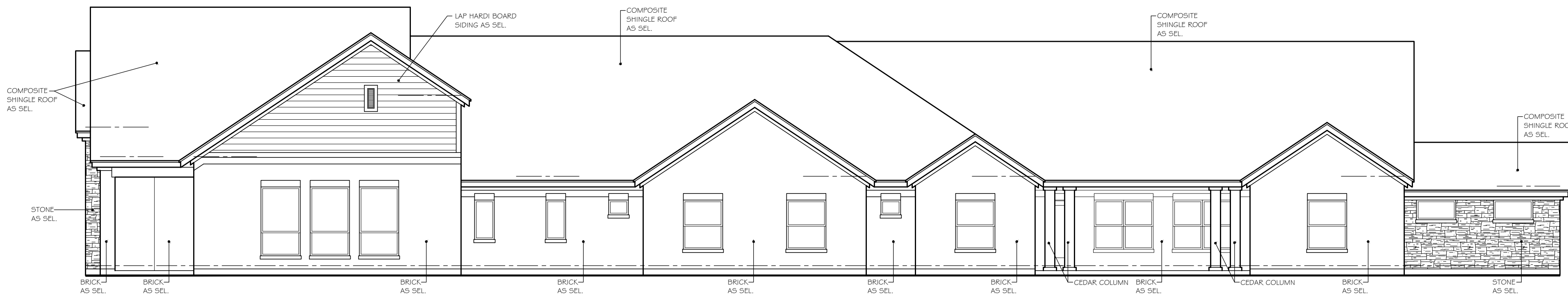
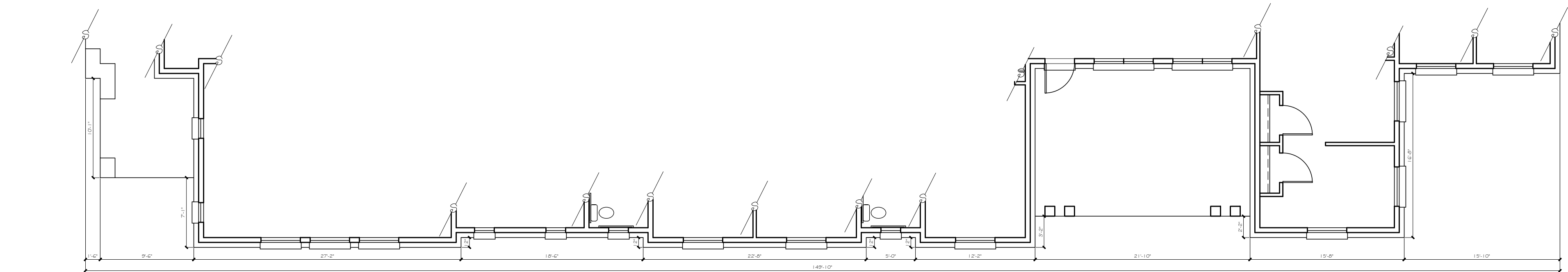
MUSTANG CREEK ESTATES
COLLEGE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

JOB #

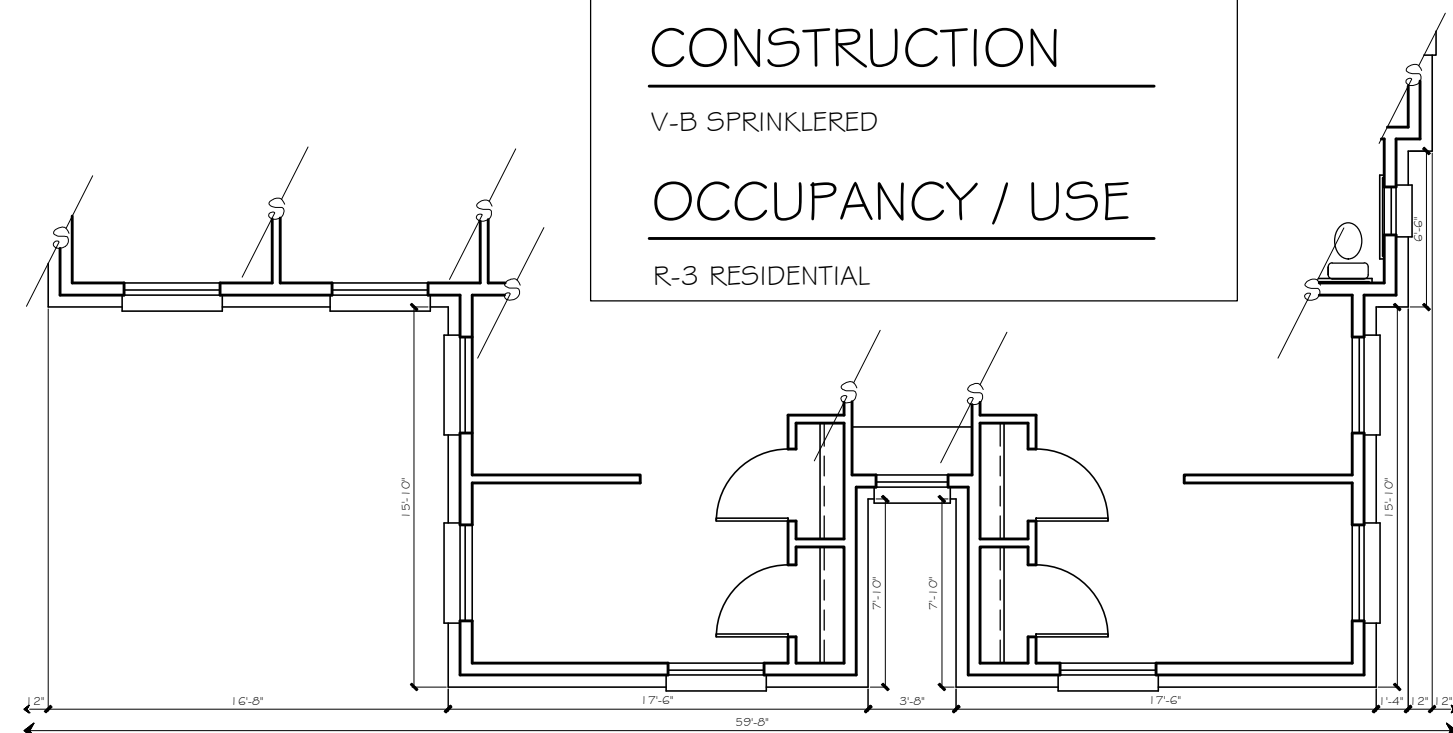
19-062

SHEET

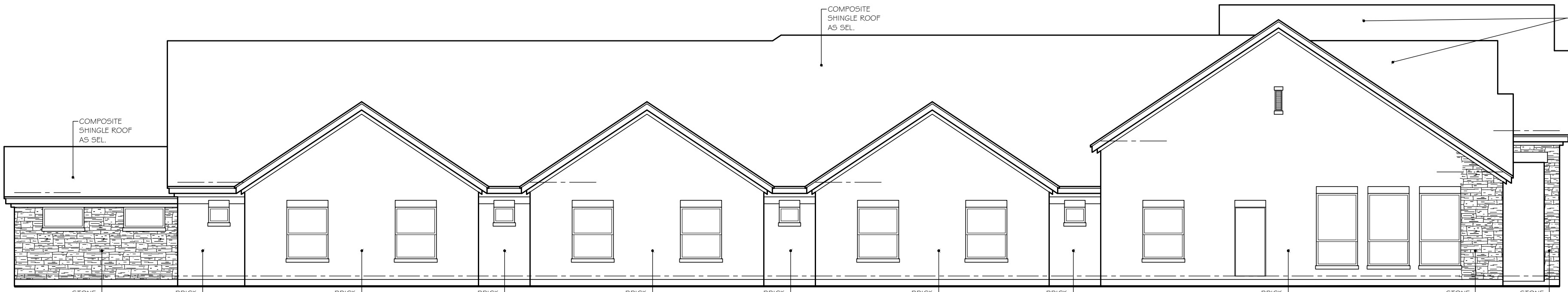
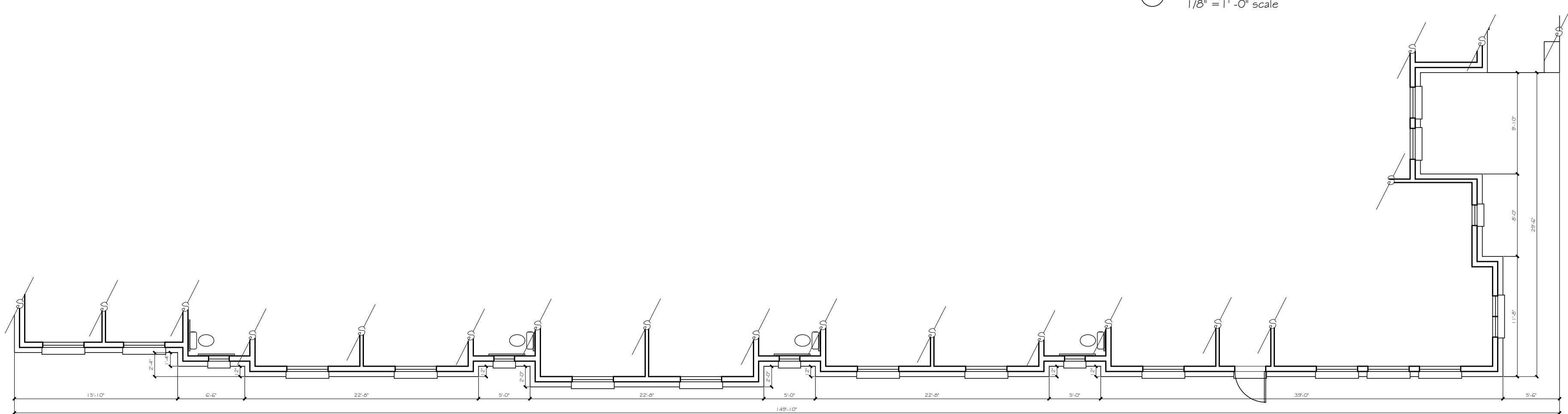
PD6



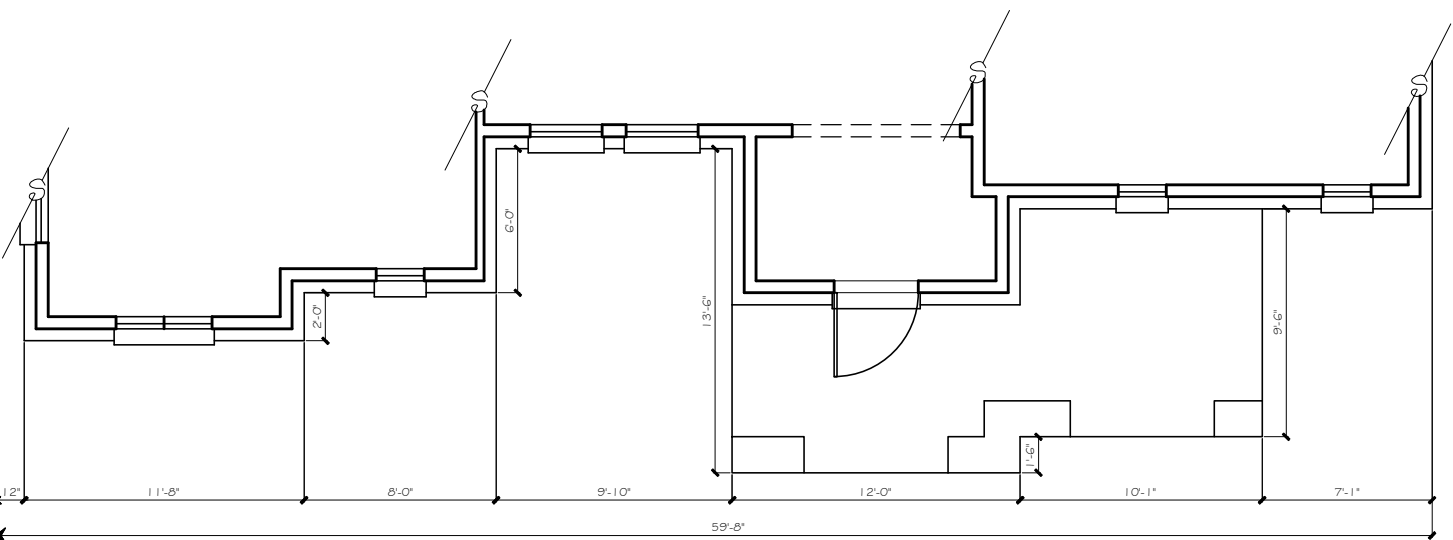
RIGHT (EAST) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



REAR (NORTH) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



LEFT (WEST) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale



FRONT (SOUTH) ELEVATION (TYPE M - B)
1/8" = 1' - 0" scale

EXISTING HOUSES IN FLOWER MOUND



THESE ARE NEW HOMES IN SADDLEWOOD ESTATES OFF FM 1171 IN FLOWER MOUND. EACH OF THESE HOUSES HAS SIMILAR CHARACTERISTICS, COLORS, AND MATERIALS TO THE PROPOSED HOUSES FOR MUSTANG CREEK ESTATES. THE FRONT FACADE OF EACH HOUSE WILL BE BETWEEN 59'-8" AND 64'-4", WHICH IS NOT MUCH WIDER THAN A TYPICAL HOUSE. WE WANT PEOPLE TO FEEL AS THOUGH THEY ARE WALKING UP TO THEIR HOME IN A TYPICAL NEIGHBORHOOD IN FLOWER MOUND.

CLAUSE

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the purchaser, builder, or contractor shall verify that the plans comply with all governing codes & ordinances & incorporate site conditions. Only a qualified designer, architect, or structural engineer is permitted to alter these plans. These plans are not to be used for any other project. Architects & are not to be used or reproduced without written permission.

DATE: APRIL 13, 2020

DRAWN BY: H.M.

REVISIONS:

Δ Δ Δ

CROSS

TIMBERS

ARCHITECTS

4315 WINDSOR CENTRE TRAIL, STE # 200

FLOWER MOUND, TEXAS 75028

PHONE: (972) 355-7754

PRELIMINARY

NOT FOR

CONSTRUCTION

A CUSTOM PROJECT FOR:

MUSTANG CREEK ESTATES

COLLEGE PARKWAY

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

JOB #

19-062

SHEET

PD7



4315 Windsor Centre Trail Suite 200
Flower Mound, Texas 75028
(972) 355-7754

Material Sample Board For
Mustang Creek Estates
College Parkway, Flower Mound, Denton County, Texas

COLOR SCHEME #1

Tones: Grays

Composite Shingle Roof:

Charcoal



Gray

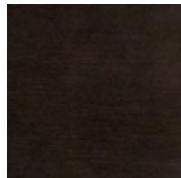


Metal Roof:

Slate Gray



Dark Bronze



Brick:

Acme Alpine or Similar

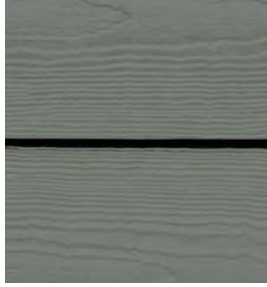


Acme Chicago Southside or Similar



Siding:

HB Gray Slate or Similar



Fascia, Soffits, & Trim:

HB Iron Gray or Similar



HB Artic White or Similar



Metal Awnings & Accents:

SW- 7069 Iron Ore or Similar



Wood Columns, Brackets, & Corbels: to match cedar stain

Windows: Black Brown

Entry Door: Wood Stain to match Dark cedar stain or Similar

Other Doors: Black Brown

COLOR SCHEME #2

Tones: Earth/Neutral

Composite Shingle Roof:

Gray



Weathered



Metal Roof:

Slate Gray



Medium Bronze



Brick:

Acme Rosewood or Similar



Acme El Dorado Falls or Similar



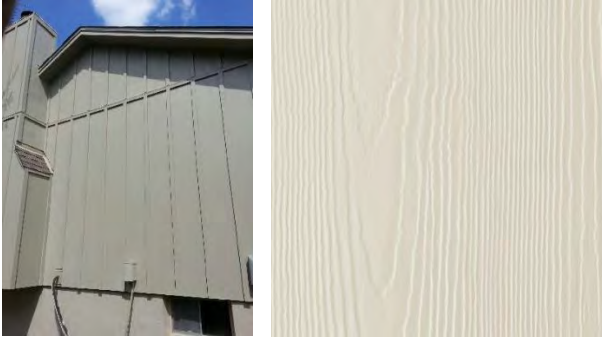
Acme Mark IV or Similar



Tongue & Groove Siding:
Cedar Stain or Similar



Board & Batten Hardi Board Siding:
HB Cobble Stone or Similar



Fascia, Soffits, & Trim:
HB Artic White or Similar



Metal Awnings & Accents:
SW- 7069 Iron Ore or Similar



Wood Columns, Brackets, & Corbels: to match cedar stain
Windows: Black Brown
Entry Door: Wood Stain to match Dark cedar stain or Equivalent
Other Doors: Black Brown

COLOR SCHEME #3

Tones: Earth/Brown

Composite Shingle Roof:

Gray



Weathered



Metal Roof:

Slate Gray



Medium Bronze



Brick:

Acme Mark IV or Similar



Acme Old Francisco or Similar



Stone:

Austin Saw Cut or Similar



Millsap Ledge stone or Similar



Board & Batten Siding:

HB Timber Bark or Similar



Fascia, Soffits, & Trim:

HB Cobble Stone or Similar



Metal Awnings & Accents:

Medium Bronze or Similar



Wood Columns, Brackets, & Corbels:

HB Cobble Stone or Similar



Windows: Black Brown

Entry Door: Wood Stain to match Dark cedar stain or Equivalent

Other Doors: Black Brown



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: June 1, 2020

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Mustang Creek Assisted Living. The property is generally located north of College Parkway, east of Timberland Parkway and south of Locke Drive. (The Environmental Conservation Commission recommended approval to remove four (4) of the eight (8) specimen trees requested for removal by a vote of 5-1-0 at its February 4, 2020, meeting). (The Town Council moved to postpone this item by a vote of 4 to 0 at its May 18, 2020, meeting.)**

BACKGROUND INFORMATION: According to the tree survey for the project, the site contains twenty-one (21) specimen trees on approximately 9.01 acres. The applicant's initial request was to remove eight (8) specimen trees. The Environmental Conservation Commission (ECC) recommended approval for only four (4) of the eight (8) specimen trees. After the February ECC meeting, the applicant amended their concept plans by adjusting the southern access drive off College Parkway, relocated some parking spaces, and re-routed a stormdrain line to preserve three (3) of the specimen trees previously requested for removal at the ECC meeting. The five (5) specimen trees proposed for removal are all in fair to good condition and are located within the proposed buildable area.

The following five (5) specimen trees are being requested for removal: Tree #8054 – 40" post oak (fair condition); Tree #8117 – 22" post oak; Tree #8119 – 24" post oak; Tree #8178 – 24" cedar elm; and Tree #8199 – 24" post oak.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their sizes, 270" of replacement trees, equaling 90 three-inch caliper trees, will be required for the five (5) specimen trees being requested for removal on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. The developer is proposing to preserve a significant number of existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees. The final total for any required protected tree mitigation / replacement will be determined with the record plat application – once final engineering has been completed for the project.

This item has companion Master Plan (MPA19-0004) and Zoning amendment (ZPD19-0012) applications for consideration on the same agenda.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 4, 2020, meeting. The ECC recommended approval to remove four (4) of the eight (8) specimen trees (Tree #'s 8015, 8054, 8178 and 8199) and a denial to remove the other four (4) specimen trees (Tree #'s 8116, 8117, 8118, and 8119). A link to the ECC meetings can be found at:

<https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of February 17, 2020, staff received one (1) correspondence in opposition to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant
2. Specimen tree removal permit application
3. Photographs of the specimen trees proposed for removal
4. Correspondence in opposition
5. Revised Tree Survey

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



February 18, 2020

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

**RE: *Letter of Intent –Tree Removal Request for Mustang Creek Estates
Flower Mound, TX***

To Whom It May Concern:

The purpose of the tree removal request is to allow for development of the ±9.01-acre tract at the SE corner of College Parkway and Timberland Parkway. The site currently has 21 specimen trees. The development plan for the site calls for 5 of these specimen trees to be removed due to conflicts with proposed building footprints, utilities, and paving improvements. Development of this site is planned to mitigate disturbance and retain the natural landscape. The removal of these trees will allow the commercial development, while maintaining the residential appearance, blending with the adjacent uses.

The overall goal in the development of this site is to preserve the natural features that exist and blend with the surrounding community. We believe the Tree Removal Request establishes this intention and minimizes the impact of the existing features on-site.

Please contact me at (469) 301-2582 or eric.jeske@kimley-horn.com should you have any questions.

Thank you,

KIMLEY-HORN AND ASSOCIATES, INC. (Firm No. F-928)

A handwritten signature in black ink, appearing to read "Eric Jeske".

Eric T. Jeske, P.E.

(License No. 130295)

Attachment 2

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

LARRY CLENDENEN

Address:

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 200
DALLAS, TX 75240

Phone:

(972) 776-1733

Applicant's Legal Interest in the Property:

PROJECT CONSULTANT

2. Property Owner(s)

Name(s): LEWISVILLE INDEPENDENT SCHOOL DISTRICT, CONTACT: DR. KEVIN ROGERS

Address: 1565 W. MAIN STREET

LEWISVILLE, TX 75067

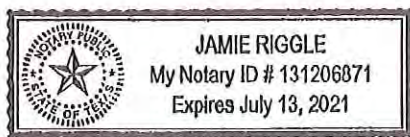
3. Location and Legal Description of Property:

BEING A ±9.007 ACRE TRACT OF LAND IN THE J. WATKINS SURVEY, ABSTRACT NO. 1324
THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

LOCATED AT THE SOUTHEAST CORNER OF COLLEGE PKWY. AND TIMBERLAND PKWY. IN
REMAINDER OF THE LEWISVILLE ISD, VOL. 2371, PG. 830, D.R.D.C.T.

4. Owner's Authorization of Representation

I, Kevin Rogers, the owner of the above described real property, do hereby authorize LARRY CLENDENEN to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



Kevin Rogers
Signature of Owner

Given Under My Hand and Seal of Office
This the 21st Day of January, 2020
Jamie Riggle / Jamie Riggle
Notary Public
In and For Denton County, Texas.

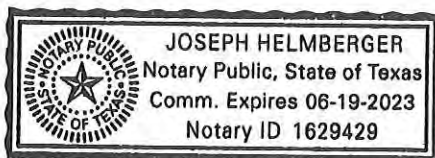
5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I LARRY CLENDENEN, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Larry Clendenen

Signature of Applicant

Landscape Architect License No. _____
State of Licensure _____
Or ISA Certified Arborist No. TX-3459A



Given Under My Hand and Seal of Office
This the 23 Day of January, 2020
Joseph Helmsberger
Notary Public
In and For Collin County, Texas

6. Received by Town of Flower Mound on (Date) 1/23/2020 by (initials) JRH.

Mustang Creek Assisted Living -
Specimen trees proposed for removal

Tree #8054 – 40” post oak



Tree #8117 – 22” post oak



Tree #8119 – 24” post oak



Tree #8178 – 24” cedar elm





From: [Emily Chapman](#)
To: [Matthew Woods](#)
Subject: FW: Mustang Creek Assisted Living
Date: Wednesday, February 5, 2020 9:07:51 AM

FYI. This went to ECC last night/this morning.

Thank you,

Emily Chapman
Town of Flower Mound
Environmental Services
Administrative Assistant
Main Line: (972) 874.6340
Direct Line: (972) 874.6338

-----Original Message-----

From: Environmental Conservation Commission <ecc@flower-mound.com>
Sent: Tuesday, February 4, 2020 7:46 PM
To: TOFMECC <tofmecc@flower-mound.com>
Subject: FW: Mustang Creek Assisted Living

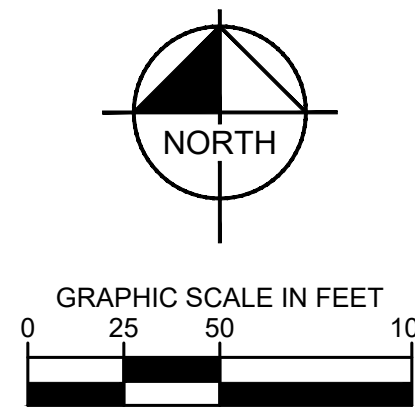
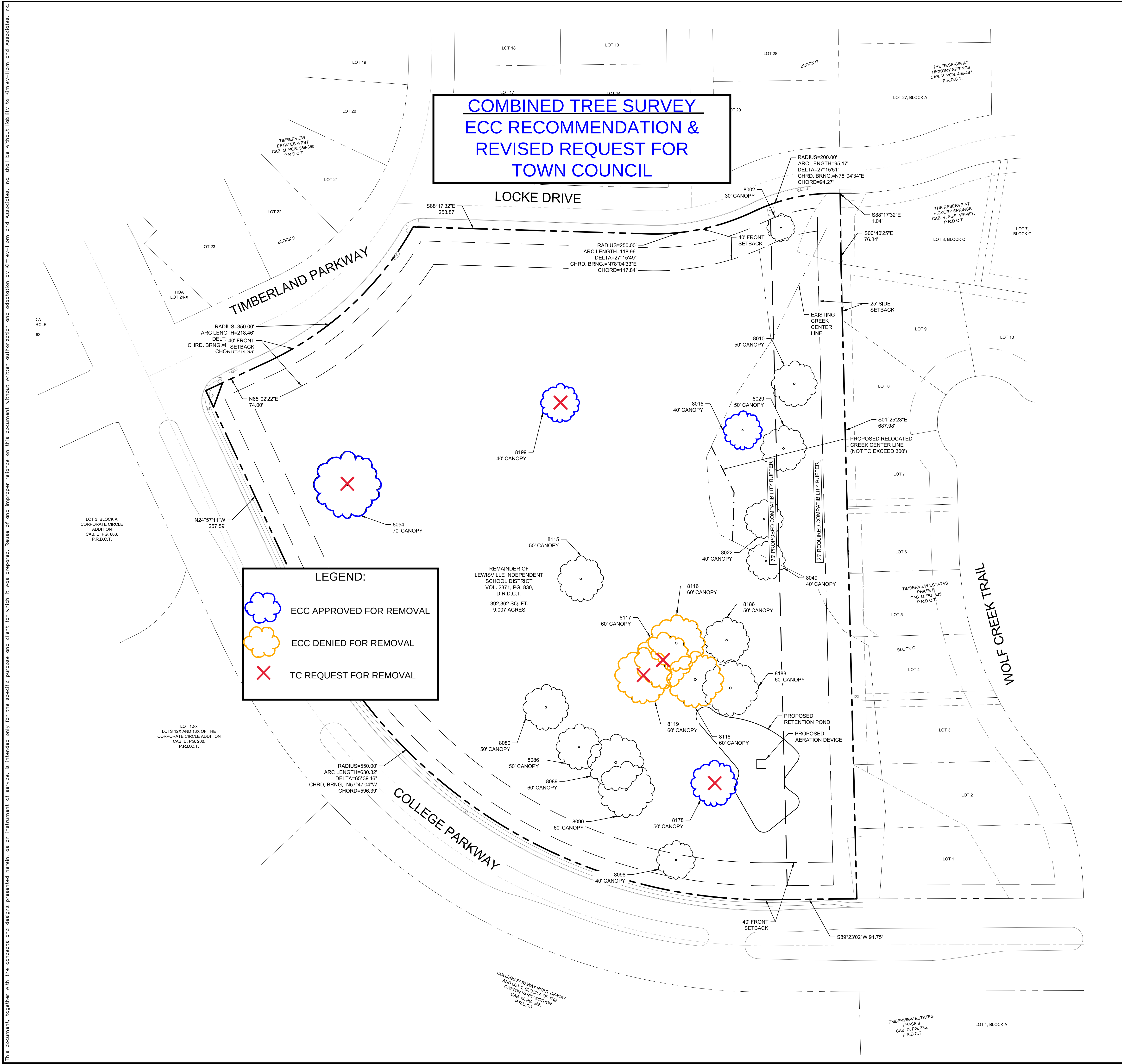
From: Jim Gerber
Sent: Wednesday, February 5, 2020 1:46:15 AM (UTC+00:00) Monrovia, Reykjavik
To: Environmental Conservation Commission
Subject: Mustang Creek Assisted Living

Thank you for (hopefully) preserving 4 of the 8 specimen trees in this request. I live directly North of this proposed development and have been worried that they might want to remove too many of the Post Oaks on that land. Good work, tonight!

Jim Gerber
5203 Timber Park Dr.

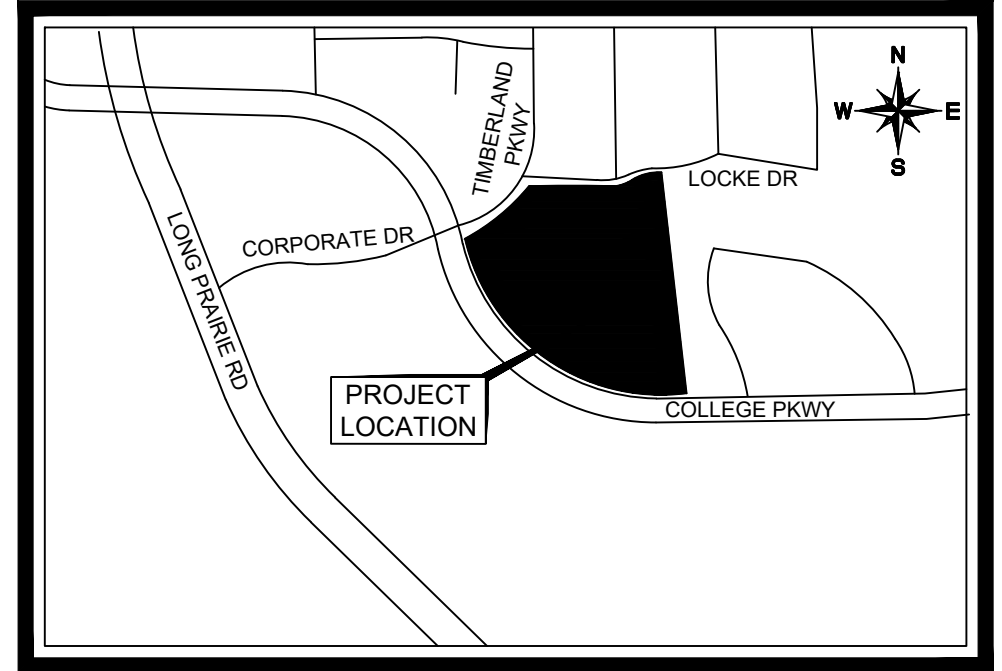
DATE: 02/29/2020
TIME: 2:52 PM
DRAWN BY: KIMLEY-HORN
CHECKED BY: J. CLENDENEN
PROJECT: MUSTANG CREEK ASSISTED LIVING
SHEET: 14A-1

This document, together with the concepts and designs presented herein, is an instrument of service. It is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

PROPERTY LINE	
EXISTING TREE TO REMAIN	
EXISTING TREE TO BE REMOVED	
TREE I.D. NUMBER	XXXX
EXISTING SANITARY SEWER MH	
EXISTING STORM MH	
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING CONTOUR LINE	XXXX



VICINITY MAP
N.T.S.

I, LARRY CLENDENEN, BEING A QUALIFIED PROFESSIONAL AS DEFINED IN THE FLOWER MOUND DEVELOPMENT CODE, ATTEST TO THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY AND THAT ALL TREES 6" AND GREATER DBH HAVE BEEN SHOWN, EXCEPT AS SPECIFICALLY NOTED OTHERWISE ON THE PLAN.

Larry Clendenen
SIGNATURE DATE: 01/29/2020 PHONE: (972) 776-1733

ISA CERTIFIED ARBORIST
ISA CERTIFICATION NUMBER: TX-3459A

NOTE

- EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

MUSTANG CREEK ASSISTED LIVING
TRACT 14A-1
BEING 9.007 ACRES OUT OF THE
J. WATKINS LAND SURVEY
ABSTRACT NO. 1324
EXISTING ZONING: SINGLE FAMILY OBSOLETE (SFDM)
PLANNED DEVELOPMENT (PD 49)
PROPOSED ZONING: SINGLE FAMILY ESTATE (SF-E) WITH
PD FOR NURSING OR CONGREGATE CARE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
SUBMITTED: NOVEMBER 1, 2019

OWNER/APPLICANT:
MUSTANG CREEK ENTERPRISES
5000 LEGACY DRIVE, SUITE 210
PLANO, TEXAS 75024
CONTACT: RENEE RAMSEY
PHONE: (214) 883-5111

ARCHITECT:
CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL,
SUITE 200
FLOWER MOUND, TEXAS 75028
CONTACT: JENNIFER ALFORD
PHONE: (972) 355-7754

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75070
CONTACT: ERIC T. JESKE, P.E.
PHONE: (469) 301-2582
FIRM NO.: F-928

Kimley-Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928

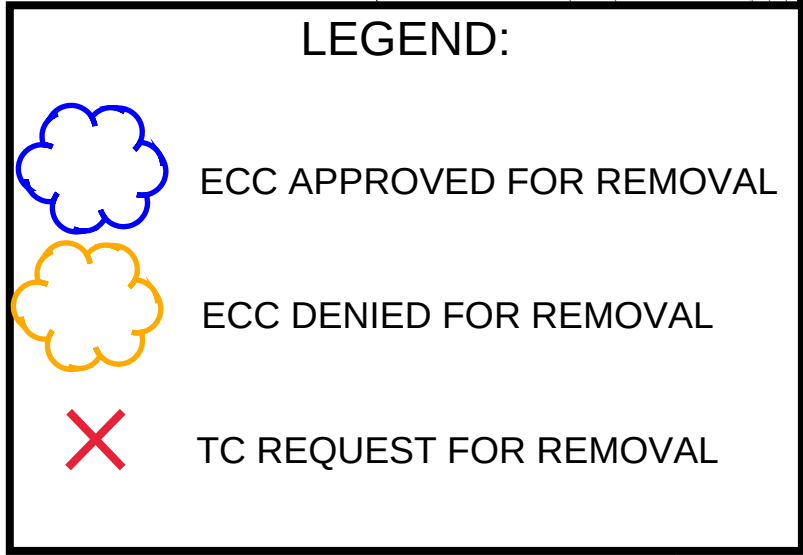
NO.	REVISIONS	DATE	BY

MUSTANG CREEK ASSISTED LIVING

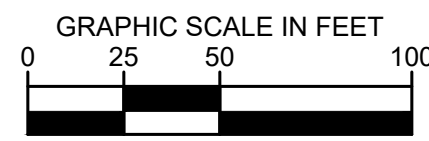
TREE SURVEY

SHEET NUMBER
EX-4

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kinney-Horn and Associates, Inc. shall be without liability to Kinney-Horn and Associates, Inc.



COMBINED TREE SURVEY
ECC RECOMMENDATION &
REVISED REQUEST FOR
TOWN COUNCIL



PROPERTY LINE	_____
EXISTING TREE TO REMAIN	
EXISTING TREE TO BE REMOVED	
TREE I.D. NUMBER	XXXX
EXISTING SANITARY SEWER MH	
EXISTING STORM MH	
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING CONTOUR LINE	_____ XXXX _____




SIGNATURE
ISA CERTIFIED ARBORIST
ISA CERTIFICATION NUMBER : TX-34

1. EXISTING UNDERBRUSH IN 75' COMPATIBILITY BUFFER TO REMAIN.

OWNER/APPLICANT: MUSTANG CREEK ENTERPRISES 5000 LEGACY DRIVE, SUITE 210 PLANO, TEXAS 75024 CONTACT: RENEE RAMSEY PHONE: (214) 683-5111	ARCHITECT: CROSS TIMBERS ARCHITECTS 4315 WINDSOR CENTRE TRAIL, SUITE 200 FLOWER MOUND, TEXAS 75028 CONTACT: JENNIFER ALFORD PHONE: (972) 355-7754	ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 260 EAST DAVIS STREET, SUITE 100 MCKINNEY, TEXAS 75070 CONTACT: ERIC T. JESKE, P.E. PHONE: (469) 301-2582 FIRM NO. F-928
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2680 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580
WWW.KIMLEY-HORN.COM TX F-928



TREE SURVEY WITH SITE

SHEET NUMBER
EX-5

No.	REVISIONS	DATE	BY
-----	-----------	------	----



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: June 1, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0010 – Platting Updates) by amending Chapter 74 entitled “General Provisions,” Chapter 78 entitled “Administration,” and Chapter 90 entitled “Subdivisions” of the Town's Code of Ordinances to create a process for assessing project completeness and associated vested rights, as well as project expiration dates, and to clarify review and approval processes for development plans and plats, in compliance with new state regulations. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 11, 2020, meeting.)**

SUMMARY DATA:

- The Town has contemplated language addressing vested rights claims since the 2011 adoption of the Vested Rights section in Chapter 34 – Environment. However, to date, this language only applies to Oil and Gas Pipeline Standards. The proposed ordinance amendment would create a similar review process for development applications.
- In 2019, the state legislature passed HB 3167, which introduced state-mandated changes to municipalities' processes for plat submittals and review. The proposed ordinance amendment incorporates all new state platting requirements.
- Staff has included other proposed updates to remove out-of-date language and clarify review and approval processes for development plans and plats within this amendment as well.

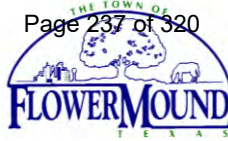
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and draft ordinance for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: May 11, 2020

FROM: Lexin Murphy, Director of Planning Services

ITEM: Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0010 – Platting Updates) by amending Chapter 74 entitled “General Provisions,” Chapter 78 entitled “Administration,” and Chapter 90 entitled “Subdivisions” of the Town’s Code of Ordinances to create a process for assessing project completeness and associated vested rights, as well as project expiration dates, and to clarify review and approval processes for development plans and plats, in compliance with new state regulations.

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town’s Land Development Regulations by introducing new sections that address vesting and project completeness and expiration, which will create a clearer process to consider and make determinations on vesting claims and expire those claims as applicable. It is also updating the Subdivision Chapter of our regulations to incorporate changes the legislature implemented to Chapter 212 of the Local Government Code during last year’s session, as well as providing general cleanup of out-of-date language in these sections.

This item will require final action by the Town Council, which is scheduled for June 1, 2020.

II. APPLICATION ANALYSIS

The Town has had a couple of situations come up recently where an applicant claimed their project was vested, and that because of this, they did not have to follow current Town ordinances. While the Local Government Code does provide for some vested rights in both permits and projects for applicants, it is not all-encompassing. However, because the Town has never adopted official practices establishing the limits of vested rights and creating a process for an applicant to request vesting and for the Town to make a determination on it, we have not been able to take full advantage of our municipal rights in this area. The new sections proposed for Chapter 78 will remedy that situation. These new guidelines also outline the process for staff to determine if an application is complete and establishes that if the project is incomplete, no associated vested rights are created.

In addition, while the Town’s previous ordinance language made it clear that plats had to be considered administratively complete before they were put on a Planning and Zoning Commission or Council agenda, it was not clear that was the Town’s definition of “filed”

as it relates to the guidelines of Chapter 212 for the review of plats and plans. This language has been clarified throughout the ordinance. The other changes that were necessary to meet new state requirements are the inclusion of standards for conditional approval or disapproval of plats or development plans and applicants' options for response, as well as the new process of notifying surrounding property owners after residential replats are approved.

Other proposed updates throughout the text include removal of outdated position titles and practices, the removal of an exception that allowed industrial lots to skirt some platting requirements and the incorporation of an exception for lots that are more than two and a half times long as they are wide.

III. CORRESPONDENCE

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle). At the time this report was written, the Town had received one inquiry about this item.

IV. ATTACHMENTS

1. Draft Redline Ordinance

Sec. 74-3. – Definitions.

...

Land use plan means the land use plan element of the town's comprehensive master plan, as may be amended, including the future land use map and ~~specific plan areas~~ plans.

...

Town manager means the chief administrative officer of the town, or designated representative.

...

Sec. 74-5. - Consistency with comprehensive master plan.

...

~~(c) Subdivisions and site plans for property in the specific plan areas of the comprehensive master plan shall be consistent with the land use and planning guidelines set forth for these areas in the comprehensive master plan.~~

ARTICLE VI. - VESTED RIGHTS.**Division 1. - Petition Submittal and Review Procedures.****Sec. 78-261 - DEFINITIONS.**

- (1) In this article, "permit," "project," and "regulatory agency" have the meanings assigned to them by Chapter 245 of the Texas Local Government Code.
- (2) "Petition" means a vested rights petition that alleges rights under Chapter 245 of the Texas Local Government Code to develop property under ordinances, regulations, or rules other than those in effect on the date the permit application is submitted.
- (3) "Town Manager" means the Town Manager or his designee
- (4) "Vesting Date" means the date on which a project accrued development rights under Chapter 245 of the Texas Local Government Code.
- (5) "Vested Rights" means a right conferred by state law to develop property under ordinances, regulations, or rules other than those in effect on the date a permit application is submitted. The term includes development rights under Chapter 245, but does not include a right existing under common law.

Sec 78-262 - PURPOSE AND APPLICABILITY.

- (A) This article establishes requirements for determining whether a project is entitled to vested rights under Chapter 245 of the Local Government Code. To the extent a project is entitled to vested rights, as determined under this article, a permit necessary to initiate, continue, or complete the project may be exempt from current regulations.
- (B) The purpose of this article is to:
 - (1) Establish a clear and consistent process for evaluating vested rights claims;
 - (2) Ensure that vested rights determinations are based on accurate and complete information, including the nature and scope of the original project for which vested rights are asserted and actual development, if any, that has occurred over time; and
 - (3) Recognize legitimate claims of vested rights under state law, while ensuring that new development complies to the greatest extent possible with current regulations.

Sec 78-263 - VESTED RIGHTS PETITION REQUIRED.

A petition for vested rights that meets the requirements of Section 78-264 must be submitted by a landowner or a landowner's agent in order to request that an application for a permit be reviewed under ordinances, regulations, or rules other than those in effect on the date the application is filed.

Sec. 78-264 - CONTENTS OF VESTED RIGHTS PETITION.

- (A) Except as provided in Subsection (B) of this section, a petition for vested rights required by Section 78-263 must be submitted on a form approved by the Town Manager and must include, at a minimum, the following information:
- (1) reference to one of the following applications, which must be submitted concurrently with the vested rights petition:
 - (a) a permit application for development of the property; or
 - (b) a plan for development, on a form provided by the Town Manager, that establishes the nature of the permit sought, including the scope and intensity of proposed development and the type of land use, but need not include construction-level detail;
 - (2) a summary of the basis on which the applicant claims vested rights;
 - (3) the date on which the applicant claims that vested rights accrued and any permit that was submitted on that date; and
 - (4) a complete chronological history of the project for which vested rights are claimed, including:
 - (a) a list of permits for development of the property, along with supporting documents, that were issued or applied for after the date the applicant claims that vested rights accrued;
 - (b) a description of any permitted or unpermitted development that occurred on the property after the date the applicant claims that vested rights accrued;
 - (c) a description of existing development on the property, regardless of whether the development is permitted or unpermitted;
 - (d) a list of all zoning changes affecting the property, if any;
 - (e) any covenants, conditions, or restrictions recorded in the deed records for the property; and
 - (f) if deemed relevant by the Town Manager, evidence regarding progress towards completion of the project under Section 78-282.
- (B) The Town Manager may allow an applicant to omit information required under this section if, in the sole judgment of the Town Manager, an application is associated with a project for which vested rights have been conclusively established by a court order or by a settlement agreement entered into with the Town.

Division 2. - Vested Rights Determinations.**Sec. 78-271 - CRITERIA FOR APPROVAL.**

- (A) The Town Manager shall review a petition for vested rights under the criteria described in this subsection.
- (1) General Standard. A permit application is entitled to development rights under Chapter 245 of the Local Government Code if the permit is required to initiate, continue, or complete a project for which a prior application was submitted to the Town. An application is not entitled to development rights if it is unrelated to or inconsistent with the original project or if the original project has been completed, changed, or expired.
 - (2) Review Criteria. In determining whether a petition meets the standard for approval under this subsection, the Town Manager shall consider the following factors:
 - (a) The nature and extent of proposed development shown on the prior permit or other application that initiated the project for which vested rights are claimed;
 - (b) Whether the permit application submitted in connection with the vested rights petition is related to and consistent with the original project;
 - (c) The nature and extent of prior development of the property, including any permitting or construction activity that occurred subsequent to the vesting date requested by the applicant;
 - (d) Any prior vested rights determinations made for development of the property; and
 - (e) Whether the project has expired in accordance with Division 3 (*Expirations*) of this article or other applicable regulations.
- (B) The criteria in this section are intended to assist the Town Manager in reviewing petitions for vested rights, but do not limit the Town Manager from considering other factors relevant to the determination of rights for a particular project.

Sec. 78-272 - VESTED RIGHTS DETERMINATION.

- (A) Not later than 10 business days after acceptance of a complete vested rights petition, the Town Manager shall review the petition under Section 78-272 and render a determination consistent with the requirements of this section.
- (B) In acting on a petition, the Town Manager may:
- (1) approve the petition and require the development applications necessary to initiate, continue, or complete the project to be reviewed in accordance with regulations in effect on the vesting date, except for those regulations exempt from vesting under state law;
 - (2) deny the petition and require the development application associated with the project to be reviewed under current regulations of this title; or
 - (3) approve the petition in part, as authorized by Subsection (C) of this section.
- (C) The Town Manager may approve a petition in part if a project is legally entitled to some, but not all, of the rights asserted in the petition, or if a change in the scale or intensity of development is necessary to maintain conformity with the original project. A vested rights determination may not waive or modify applicable regulations or provide relief not required by Chapter 245 of the Texas Local Government Code.
- (D) The Town Manager shall provide a written determination to the applicant, which must state:
- (1) Whether the petition is approved or denied, in whole or in part, and the basis for the decision;

(2) Findings of fact in support of the decision and information sufficient to identify the permit on which the petition is based; and

(3) If the petition is approved:

(a) a description of the project for which vested rights are recognized; and

(b) a vesting date.

(E) A vested rights determination under this section does not affect the availability of a variance or other administrative remedy authorized by this title, but requesting a variance is not required to exhaust administrative remedies for purposes of challenging a determination by the Town Manager that a project is not entitled to vested rights.

Sec. 78-273 - EFFECT OF VESTED RIGHTS DETERMINATION.

If the Town Manager approves a vested rights petition, any permit required to initiate, continue, or complete the project shall be entitled to the development or continuing use rights recognized by the vested rights determination, unless the project expires under Division 3 (*Expirations*) of this article or other applicable regulations.

Division 3. - Expirations.

Sec. 78-281 - EXPIRATION REQUIREMENTS GENERALLY.

- (A) During the timeframes established under this division, a vested rights determination for a project approved under Section 78-272 applies to any permit application required to initiate, continue, or complete the project.
- (B) If all permits for a project expire, the project expires.
- (C) A permit application submitted after a project expires constitutes a new project and is subject to the current regulations of this Code.
- (D) The expiration of a project associated with a final plat does not affect the validity of a platted lot under this Subpart B.

Sec. 78-282 - DORMANT PROJECTS.

- (A) This section is adopted under Section 245.005 of the Local Government Code to provide expiration dates for permits.
- (B) A permit issued prior to the effective date of this ordinance shall expire two years after [effective date of this ordinance] unless the applicant submits evidence sufficient to show that progress towards completion of the project was made prior to that date under Subsection (F) of this section.
- (C) a project initiated prior to the effective date of this ordinance shall expire five years after [effective date of this ordinance] unless the applicant submits evidence sufficient to show that progress towards completion of the project was made prior to that date under Subsection (F) of this section.
- (D) A permit issued after the effective date of this ordinance shall expire two years after the date the permit application was filed unless the applicant submits evidence sufficient to show that progress towards completion of the project was made prior to that date under Subsection (F) of this section.

- (E) A project initiated after the effective date of this ordinance shall expire five years after the first permit application was filed for the project unless the applicant submits evidence sufficient to show that progress towards completion of the project was made prior to that date under Subsection (F) of this section.
- (F) For purposes of this section, progress towards completion of a project includes any one of the following:
- (1) an application for a final plat or plan is submitted to a regulatory agency;
 - (2) a good-faith attempt is made to file with a regulatory agency an application for a permit necessary to begin or continue towards completion of the project;
 - (3) costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located;
 - (4) fiscal security is posted with a regulatory agency to ensure performance of an obligation required by the regulatory agency; or
 - (5) utility connection fees or impact fees for the project have been paid to a regulatory agency.

...

Sec. 90-4 Requirements for Completeness Determination

- (A) Every application for approval of any type of plat or plan for development shall be subject to a determination of completeness by the Town Manager.
- (B) No application shall be deemed complete and accepted for processing unless it is accompanied by all documents required by and prepared in accordance with the requirements of this Chapter or other applicable ordinances.
- (C) The Town Manager may from time to time impose additional requirements for a complete application that are not contained within but are consistent with the application contents and standards set forth in this Chapter.
- (D) A determination of completeness shall not constitute a determination of compliance with the substantive requirements of this Chapter.

Sec. 90-5 Process for Completeness Determination

- (A) Not later than the tenth (10th) business day after the date an application for approval of a plat or plan for development is submitted, the Town Manager shall make a determination whether the application constitutes a complete application and that the developer has submitted the following required information:
- (1) for an application for a development plan, the documents and information specified in Section 90-33;
 - (2) for a record plat application, the documents and information specified in Section 90-93; and
 - (3) for an application of any other type, the documents and information specified in applicable ordinances.
- (B) The Town Manager shall provide written notice to the applicant that the application is incomplete, not later than the 10th business day after the application is submitted. The

determination shall specify the documents or other information needed to complete the application and shall state that the application will expire if the documents or other information is not submitted within forty-five (45) days after the date the application was submitted.

- (C) The processing of an application by any City employee prior to the time the application is determined to be complete shall not be binding on the City as the date of filing. The filing date shall be determined as set forth in Section 90-7. The incompleteness of an application shall be grounds for denial of the application regardless of whether a determination of incompleteness was mailed to the applicant.

Sec. 90-6 Expiration of Incomplete Application

- (A) An application for approval of a plat or plan for development shall be deemed to expire on the forty-fifth (45th) day after the application is submitted to the Town for processing if the applicant fails to provide documents or other information necessary to meet the requirements of this Chapter or such other applicable ordinances as specified in the determination provided to the applicant. Thereafter, a new application must be submitted.
- (B) No vested rights accrue solely from the filing of an application that has expired pursuant to this section.

Sec. 90-7 Application Review

- (A) An applicant for development shall submit a written application for approval of a plat or plan for development to the Development Services Department on forms prepared by the Town, together with all required documents, such as studies, drawing, exhibits, or other ordinance requirements, in sufficient size and number as required by the Town's current submittal policies, and any reasonable information requested by the Development Services Department to assist the Town in its review of the application.
- (B) An application shall not be processed for review until after a determination of completeness has been issued. An application lacking required documentation or information shall be returned to the applicant by the Development Services Department as provided in Section 90-5.
- (C) After the Town Manager has determined that the application is complete, they shall compile a report of written comments regarding the compliance of the application with Town ordinances and provide a copy of the report to the applicant.
- (D) The development plan or plat shall be deemed filed with the Town on the date that the Town Manager determines that the application and all supporting documents meet the requirements of this Chapter and/or other applicable ordinances, where applicable, except for any variances requested in writing by the applicant. This shall constitute the filing date. Thereafter, the plat shall be scheduled for review by the Commission.

Sec. 90-8 Official Filing Date

The time period established by state law for processing or deciding a plat application shall commence on the filing date, as established by Section 90-7(D).

...

Sec. 90-31. - Purpose and applicability of article provisions.

A development plan shall be submitted and ~~must be approved~~ filed pursuant to section 90-7 prior to the ~~submittal-review~~ of a record plat whenever a subdivision of five or more lots is proposed. Notwithstanding the foregoing, a development plan is not required prior to the submittal

of a record plat for a nonresidential subdivision that is either being record platted in conformity to a concept plan previously approved by the town council; or, is in general conformity with the Town's Master Plan and associated development regulations. The development plan is intended to show all the planning factors necessary to enable the proper town approving authorities to determine whether the proposed plan for land development is satisfactory from the standpoint of public health, safety and welfare and is in accordance with the general guidance provided by the comprehensive master plan. The development plan and its review are intended to produce a subdivision design in which all planning factors have been recognized and reconciled, as distinguished from the record plat, in which the engineering factor of dimensional precision is the predominant objective. The record plat is the legal document filed of record with the county.

~~Sec. 90-32. Preapplication conference.~~

~~Prior to the filing of a development plan, the subdivider shall meet with the town manager or his designated agent to acquaint himself with the requirements of the town and the relationship of the proposed subdivision to the comprehensive master plan. At such meeting, the density standards, street requirements, utility service and general character of the development may be discussed. At the preapplication conference, the subdivider may be represented by a land planner, engineer, surveyor or legal counsel.~~

Sec. 90-32. - Submittal requirements.

The subdivider or owner shall ~~file~~submit all necessary documents~~the appropriate number of copies of the development plan,~~ as outlined in the development plan application packet. Each drawing shall measure 24 inches by 36 inches and shall be drawn to a scale of no less than 100 feet to one inch, unless otherwise approved by the town manager. When necessary, the development plan may be on several sheets accompanied by an index sheet showing the entire subdivision. Such development plan shall be accompanied by a completed application and shall contain the following information:

...

(6) *Proposed blocks, lots and zoning building-setback lines.* The subdivision shall show all proposed blocks, lots, front yard zoning building-setback lines, and rear or side yard zoning building-setback lines adjacent to rights-of-way, with principal dimensions.

...

(13) *Preliminary drainage plans.* A preliminary drainage plan shall accompany the development plan. This study shall show contours, acreages, runoff, existing/proposed storm drain lines, pipe sizes, direction of flow, inlet locations, headwalls, points of discharge, detention/retention features, channels, creekways, 100-year floodplain limits, fully developed 100-year floodplain limits, and connections to any existing systems. The engineer shall also analyze any off-site acreage that contributes to the subdivision, as well as any off-site storm drain extensions, grade to drain locations or required easements.

...

(20) *Tree survey.* A tree survey subject to the requirements and conditions enumerated in division 2, article III of chapter 94,~~tree permits~~Preservation.

...

(22) *Comprehensive master plan features.* All applicable features of the comprehensive master plan relative to the proposed subdivision, including land use plan, urban design plan, park

and open space plan, water master plan, wastewater master plan, and drainage/stormwater master plan, ~~and specific area plans~~, if applicable.

Secs. 90-334 – 90-50. – Reserved.

DIVISION 2. - REVIEW PROCEDURES

Sec. 90-51. - Scheduling and consideration.

The appropriate fees and ~~number of copies of the development plan~~ required documentation, as described in section 90-323, shall be submitted to the town manager. ~~The development plan shall be considered administratively complete after it is examined and determined to be in compliance with the general and administrative provisions of this article by the town manager and the director of public works or their designee.~~ The development plan shall be scheduled for consideration within the time period prescribed by law. on the first available planning and zoning commission agenda, as determined by the date of acceptance for review and the calendar schedule ~~as maintained by the town manager.~~

Sec. 90-52. - Distribution of Notation on development plans.

The following notice shall be stamped included on the face of ~~each the~~ development plan: "Development plan - for inspection purposes only; not an official document approved for record purposes." ~~The town manager shall distribute the development plans immediately upon receipt to the development review committee.~~

...

Sec. 90-54. - Comments; written staff report.

Based on the development review committee's review, a written staff report and analysis shall be prepared and submitted to the planning and zoning commission relative to the proposed subdivision's compliance to the regulations of this article, the comprehensive master plan and other master plans such as utility plans.

Sec. 90-55. - Review by planning and zoning commission.

(a) *Items for consideration.* The planning and zoning commission shall, in its action on the development plan, consider the physical arrangement of the subdivision, including the alignment and configuration of street and thoroughfare rights-of-way and determine compliance with the land use plan, thoroughfare plan, and any other applicable provisions of the comprehensive master plan, taking into consideration the recommendations of town staff. The planning and zoning commission shall also review and recommend that appropriate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area comply with the minimum requirements for the type of sanitary sewage disposal proposed. Where connection to an approved sanitary sewage collection and treatment system is not proposed, all lots and building sites shall contain a minimum area of two acres, unless otherwise approved based upon Texas Administrative Code 285.4 or as allowed through cluster or conservation development standards. ~~studies of the particular soil conditions and evaluation of the topographic and geologic character of the area being subdivided.~~

(b) *Action.* Following review of the development plan and other materials submitted for conformity to the regulations of this article, including changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the planning and zoning commission shall act thereon as submitted or modified, and, if approved, the planning and zoning commission shall express its approval as conditional approval and state the conditions of such approval, if

any, or if disapproved, shall express its disapproval and its reasons therefor. The planning and zoning commission shall act on the development plan within 30 days after the date that it is filed or such longer period as permitted by law. For purposes of this Article, the date that the development plan is filed shall be determined in accordance with Section 90-7 hereof.

(c) *Notation of action.* ~~The action of the planning and zoning commission shall be noted on two copies of the development plan, referenced and attached to any conditions relative thereto. One copy shall be returned to the subdivider and the other retained by the town manager.~~ A notation of the action taken and requisite reasons therefor shall be entered in the records of the planning and zoning commission.

Sec. 90-56. - Review by town council.

(a) *Submittal.* The town manager shall, within 30 days following recommendation by the planning and zoning commission at the next available town council meeting following recommendation by the planning and zoning commission, submit the development plan, with the conditions established by the planning and zoning commission, to the town council for their consideration.

(b) *Action.* The town council shall approve or disapprove the development plan, with or without special provisions, within 30 days following recommendation by the planning and zoning commission, or such longer period as permitted by law.

(c) *Conditional Approval or Disapproval.* Development plans that are conditionally approved or disapproved by the town council shall be returned to the subdivider with a written statement that clearly articulates each specific condition for the conditional approval or reason for the disapproval. Each condition or reason specified may not be arbitrary, must be directly related to the requirements under Subchapter A. Regulation of Subdivisions of Chapter 212 of the Texas Local Government Code, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.

(d) *Applicant Response to Conditional Approval or Disapproval.* After the conditional approval or disapproval of a development plan, the subdivider may submit a written response that satisfies each condition for the conditional approval or remedies each reason for the disapproval. The Town Manager shall review any submitted revisions that were required under subsection (d) and schedule the development plan for review by the appropriate governing body, which shall determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved development plan, pursuant to the guidelines set forth in subsection (d). If the revised development plan is still not in compliance with Town standards or requirements, a disapproval of the submittal must be issued no later than the fifteenth (15th) day after the date the response was submitted.

Sec. 90-57. - Effect of development plan approval.

...

(b) *Lapse of approval.* Approval of the development plan shall be valid for a period of 18 months from the date of approval, and the general terms and conditions under which the development plan approval was granted will not be changed. The town council shall withdraw its approval of a development plan unless the record plat is filed-approved by the appropriate governing body within such 18-month period or unless the 18-month period is extended by the town council at the request of the subdivider.

Sec. 90-58. - Preliminary grading release; bonding.

Upon approval of construction plans, but prior to approval of the record plat, right-of-way and lot grading may commence; provided, however, that such grading does not authorize any utility-related construction. Any such right-of-way and/or lot grading conducted prior to the approval of the record plat shall be entirely at the sole option and risk of the owner/developer. Such optional right-of-way or lot grading shall be subject to the following:

- (1) Submission of ~~an Environmental Protection Agency (EPA) Texas Commission on Environmental Quality (TCEQ)~~ stormwater pollution prevention plan (SWPPP);
- (2) Submission of a copy of the application to the ~~EPA-TCEQ~~ of a notice of intent (NOI) to begin lot grading;
- (3) Submission of grading plans to be approved by the ~~director of public works town~~; and
- (4) Submission of a restoration bond to the town in the amount of \$~~120~~,000.00 per acre that is valid for a period of ~~one~~two years. The purpose of such bond is to provide the town with a mechanism to restore proper grading and vegetation to the job site if the developer/owner fails to complete the subdivision improvements after initial clearing has occurred. The town reserves the right to call the bond at any point during the ~~one~~two-year period that it appears the job site has been abandoned, the contractor fails to respond to written notice, and the time limits for maintaining or proceeding with such construction activity are in violation of ~~EPATCEQ~~ requirements. The bond shall be returned subsequent to the filing of a record plat for the subdivision.

...

ARTICLE III. - PLATS

DIVISION 1. - GENERALLY

Sec. 90-91. - Applicability of article provisions.

~~Approval of a development plan by the planning and zoning commission and the town council shall constitute conditional approval of a record plat, subject to a determination of compliance with the provisions of divisions 1 and 2 of this article. After approval of a development plan~~Once town staff has determined a development plan meets all Town standards, the applicant may submit for ~~filing of record review with the county~~ a record plat conforming to the approved development plan that contains all or a portion of the property contained in the approved development plan (see section 90-122, conformance with development plan). Any application for a plat shall include all property under common ownership. Application for record plats for proposed subdivisions containing four or fewer lots and requiring no public improvements may be ~~filed-submitted~~ without an approved development plan.

Sec. 90-92. - Conveyance of land.

Notwithstanding any other provisions of divisions 1 and 2 of this article, record plats for the express purpose of conveying land to the town for municipal purposes and requiring no public improvements are not subject to approval of a development plan, and may be approved by the town manager ~~upon recommendation of the town engineer, director of public works and the executive director of development services~~ without the approval of the planning and zoning commission and town council. The town may waive certain record plat submittal requirements as may be appropriate for such record plats.

Sec. 90-93. - Record plat submittal requirements.

(a) The owner of land on which approval has been obtained for a development plan ~~shall~~ may have prepared and ~~submitted~~ tefor review by the planning and zoning commission. The owner shall submit the appropriate fees and ~~number of copies of the record plat and construction plans required documentation~~, as outlined in the town's record plat application packet. Each drawing shall measure 18 inches by 24 inches and shall be drawn to a scale of 100 feet to one inch, unless otherwise approved by the ~~executive director of development services~~ town manager. When necessary, the record plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the record plat may be submitted for approval progressively in sections satisfactory to the planning and zoning commission.

(b) The completed application for a record plat shall contain or be accompanied by the following information:

...

(7) Zoning Building-Setback lines. Minimum zoning building-setback lines, ~~when required or approved by the planning and zoning commission~~, shall be placed on the record plat.

...

(19) *Mandatory homeowners' association documents.* ~~Two copies of a~~ Any mandatory homeowners' association documents, in accordance with the town's standard format and the requirements of article IV of this chapter, mandatory homeowner's associations, shall be submitted with the record plat for review by the town attorney's office.

...

(21) *Separate conveyance for dedicated public lands and rights-of-way.* Dedicated public lands ~~and rights-of-way~~ shall be separately conveyed to the town by a special warranty deed prior to the ~~record plat being recorded in the deed records of the county~~ issuance of the first building permit within the subdivision.

~~(22) Planned development sunset provision. For subdivisions located within a planned development district, a note shall be included on the face of the record plat indicating that the zoning may be changed by the town council to IH interim holding district if a record plat is not recorded within five years pursuant to chapter 78 of this Code.~~

(23) *Digitized submittal.* A copy of the record plat drawing must be submitted in a digitized format compatible with the town's geographic information system (GIS).

(24) *Tree survey.* If a record plat is submitted, for which the submission of a development plan is not also required, then the record plat shall be submitted with a tree survey prepared in accordance with the requirements of division 2, article III of chapter 94 of this Code.

Sec. 90-94. - Administrative approval of minor plats.

Notwithstanding any other provisions of this article, minor plats or replats involving four or fewer lots and requiring no public improvements may be approved by the town manager, ~~upon recommendation of the town engineer, the director of public works, and the executive director of development services,~~ without the approval of the planning and zoning commission or town council.

...

DIVISION 2. - REVIEW PROCEDURES

Sec. 90-121. - SchedulingFiling.

After approval of the development plan by the planning and zoning commission and town council, or after staff's determination that the development plan is filed in accordance with section 90-7, and within 18 months of the approval date unless extended by action of the town council, the subdivider may submit for approval the record plat. ~~A completed application for a record plat, meeting all the requirements of, section 90-93 shall be submitted to the executive director of development services at least 45 days prior to the meeting at which consideration is desired. The official date of the record plat, and the date on which it shall be considered administratively complete, shall be the date upon which the record plat is determined to be in compliance with the general and administrative provisions of this chapter, by the executive director of development services, or the date upon which the construction plans are found to be in full compliance with this chapter's standards, by the director of public works, whichever occurs later. Once the~~ The record plat is filed, it will then be scheduled for consideration by the on the first available planning and zoning commission within the time period prescribed by law ~~agenda as determined by the date of acceptance for review and the calendar schedule as maintained by the executive director of development services.~~ For purposes of this Article, the date that the record plat is filed shall be determined in accordance with Section 90-7 hereof.

...

Sec. 90-123. - Review of construction plans.

~~The director of public works~~ Town engineering staff shall review the construction plans in relation to the submitted plat, and the record plat shall not be considered filed pursuant to section 90-7 until all comments on the construction plans have been resolved. ~~submit to the planning and zoning commission his report at the record plat presentation. The developer shall pay the reasonable cost of review of the construction plans before the record plat is presented to the planning and zoning commission.~~

Sec. 90-124. - Review by planning and zoning commission.

(a) *Action.* The record plat shall be presented to the planning and zoning commission, along with any appropriate recommendations s by ~~the executive director of development services~~ staff. The planning and zoning commission shall act on the record plat within 30 days after the official filing date. The date that the record plat is filed shall be determined in accordance with Section 90-7 hereof, unless such time is extended by agreement with the subdivider. If no action is taken by the planning and zoning commission within 30 days after the official filing date or such longer period as permitted by law ~~may have been agreed upon~~, the record plat shall be deemed approved. A certificate showing the official date and failure to take action thereon within 30 days of such date shall, on demand, be issued by the planning and zoning commission, and this certificate shall be sufficient in lieu of a written endorsement or other evidence of approval.

...

(d) *Conditional Approval or Disapproval.* Record plats that are conditionally approved or disapproved by the planning and zoning commission shall be returned to the subdivider ~~by the executive director of development services~~ with a written ~~an attached~~ statement that clearly articulates each of the specific conditions for the conditional approval or reasons for the disapproval ~~reasons for such action.~~ Each condition or reason specified may not be arbitrary, must be directly related to the requirements under Subchapter A. Regulation of Subdivisions of Chapter 212 of the Texas Local Government Code, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.

(e) *Applicant Response to Conditional Approval or Disapproval.* After the conditional approval or disapproval of a plat, the subdivider may submit a written response that satisfies

each condition for the conditional approval or remedies each reason for the disapproval. The Town Manager shall review any submitted revisions that were required under subsection (d) and schedule the plat for review by the appropriate governing body, which shall determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved plat, pursuant to the guidelines set forth in subsection (d). If the revised plat is still not in compliance with Town standards or requirements, a disapproval of the submittal must be issued no later than the fifteenth (15th) day after the date the response was submitted.

~~(e) Appeal. Any subdivider aggrieved by any finding or action of the planning and zoning commission that involves the disapproval of a record plat or the jurisdiction of the town council as to dedication or improvements, shall have the right of appeal to the town council within 30 days from the date of such finding or action, but any appeal must be taken within 30 days of such action and not thereafter.~~

...

Sec. 90-126. - Action following approval.

...

(b) *Plats within the town.* The record plat for any subdivision located within the corporate limits of the town shall then be ~~caused to be~~ filed of record ~~by the town~~ in the plat records of the county, but only after the planning and zoning commission and the town council, if required, has officially acted upon the record plat with reference to improvements, dedications and utilities. Filing fees shall be paid by the developer.

...

Sec. 90-127. - Easements after approval filing of record plat.

When new easements are needed or required, or existing easements need to be relocated, after a record plat, replat or amended plat has been approved filed with the County, regardless of whether construction has been completed at the site, the owner or developer of the property burdened by such easements shall ~~file with the executive director of development services a survey showing property boundary lines, location and dimensions of all proposed and existing easements, indicating volume and page numbers, both onsite and offsite, roadways, rail lines and public rights of way crossing and adjacent to the subject property. The survey shall be certified by a registered professional land surveyor and submitted to the town for the review and approval of all separate instrument easements~~ apply for an amended plat or replat, as applicable, noting the new or revised location of the subject easement.

Sec. 90-128. - Vacating plat.

(a) The proprietors of the tract covered by a plat may request to vacate the plat at any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

...

DIVISION 3. - REPLATS AND PLAT AMENDMENTS

Sec. 90-151. - Replats.

(a) *Replating without vacating preceding plat.* A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

- (1) Is signed and acknowledged by only the owners of the property being replatted;

(2) Is approved, ~~after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard,~~ by the municipal authority responsible for approving plats; and

...

(c) *Additional requirements for certain replats.*

...

~~(2) Notice of the hearing required under section 90-151(a) shall be given before the 15th day before the date of the hearing by:~~

~~a. Publication in an official newspaper or a newspaper of general circulation in the county in which the municipality is located; and~~

~~b. By written notice, with a copy of subsection (c)(3) hereof attached, forwarded by the municipal authority responsible for approving plats to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.~~

~~(2) If a proposed replat described by subsection (c)(1) requires an variance or exception, a public hearing must be held by the proper town approving authorities.~~

~~(3) Notice of the hearing required under subsection (c)(2) shall be given before the 15th day before the date of the hearing:~~

~~a. By publication in an official newspaper or a newspaper of general circulation in the county in which the town is located; and~~

~~b. By written notice, with a copy of subsection (c)(4) hereof attached, to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll, or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.~~

~~(43) If the proposed replat requires a variance or exception and is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of the members present of the municipal planning commission or governing body, or both. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area, but within the original subdivision, must be filed with the town in accordance with the provisions of section 78-154(d)(1) planning and zoning commission prior to the close of the public hearing.~~

~~(54) In computing the percentage of land area under subsection (c)(43), the area of streets and alleys shall be included.~~

~~(65) Compliance with subsections (c)(43) and (c)(54) is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.~~

(7) If the proposed replat described by subsection (c)(1) does not require an exception, the Town shall, not later than the 15th day after the date the replat is approved, provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent town or county tax roll. This subsection does not apply to a proposed replat if the planning and zoning commission holds a public hearing and gives notice of the hearing in the manner provided by subsection (c)(3).

(8) The notice of a replat approval required by subsection (c)(7) must include:

a. the zoning designation of the property after the replat; and

b. the telephone number and email address an owner of a lot may use to contact the Town about the replat.

Sec. 90-152. - Plat amendments.

Notwithstanding any other provision of this article, the town manager, upon the recommendation of ~~the town engineer, the director of public works and the executive director of development services staff~~, is authorized to approve and issue an amending plat that is signed by the applicants only, and that is for solely one or more of the following purposes, and such approval and issuance shall not require notice, hearing or approval of other lot owners:

...

ARTICLE V. – IMPROVEMENTS

Sec. 90-211. – Administrative approval.

Subdivision improvements shall be subject to acceptance by the town manager, upon the recommendation of ~~the town engineer~~ ing staff, ~~the director of public works and the town manager.~~

Sec. 90-212. - Time frame for completion.

(a) *Plan resubmittal.* If construction has not commenced within one year after approval of the plans, resubmittal of plans may be required ~~by the town engineer for~~ to meeting current standards and engineering requirements. These plans will be reviewed and comments noted within 30 days. A fee as provided for in the fee schedule found in appendix A of this Code is required upon the resubmittal of plans for review. The term "construction" shall mean the start or commencement of construction of town-maintained facilities.

~~(b) Expiration and extension of approval. If the public improvements for a subdivision have not been constructed and accepted by the town, and the corresponding record plat for such subdivision filed in the map and plat records of the appropriate county within 18 months from the date of record plat approval by the town, such record plat shall be null and void and shall conclusively be deemed to be withdrawn, without further action by the town; provided, however, that this subsection shall not apply to record plats approved by the town prior to September 1, 1992. If the public improvements for a subdivision that was approved prior to September 1, 1992, have not been constructed and accepted by the town, and the corresponding record plat for such subdivision filed in the map and plat records of the appropriate county by February 1, 1994, such record plat shall be null and void and shall conclusively be deemed to be withdrawn, without further action by the town. An approved, unexpired record plat may be extended once for a period not to exceed 12 months, pursuant to the following provisions:~~

~~(1) The town council may extend the approval of the record plat, for good cause shown by the applicant, if there has been no significant change in development conditions affecting the~~

~~subdivision plan and the record plat continues to comply with all applicable standards and ordinances.~~

~~(2) A request for an extension of time to complete final public improvements for a subdivision pursuant to the provisions of this section shall be submitted to the town manager no later than the date the record plat expires. The request shall be in writing, and the application shall state the reason and justification for the requested extension.~~

...

Sec. 90-219. – As-built plans.

Prior to the acceptance of a subdivision by the town, the engineer for the developer shall submit to the town engineering staff ~~two~~ a complete sets of construction drawings of the ~~paving, drainage, water and sewer improvements subdivision~~ showing all changes made in the plans during construction and containing on each sheet an as-built stamp bearing the signature of the engineer and the date. The as-built drawings must be submitted in a digitized format acceptable to the engineering staff and compatible with the town's geographic information system (GIS).

In addition, the engineer for the developer shall submit to the town ~~staff four copies of a revised electronic version of the~~ tree survey prepared in accordance with the requirements of ~~division 2, article III of chapter 94 of this Code, tree permits~~ Preservation. This revised tree survey shall be superimposed upon the record plat to indicate the location of all protected, specimen, ~~majestic~~ and historic trees, as defined in ~~division 4, article III of chapter 94 of this Code, on the tract after completion of construction. One complete set of reproducible drawings of the utility plan sheets, containing the as-built information, shall be submitted. In addition, all of the above-cited drawings must be submitted in a digitized format compatible with the town's geographic information system (GIS).~~

...

Sec. 90-221. – Inspection fee.

Prior to the ~~acceptance~~ issuance of ~~the a subdivision~~ development permit by the town for the construction of a subdivision, the subdivider shall pay a design review and inspection fee equal to three percent of the estimated construction costs of the water and sewer utilities, drainage facilities, fire lanes and streets in each subdivision. If deemed necessary by staff, Tthe subdivider shall file provide certified copies of the executed construction contracts ~~with~~ to the town manager for a determination verification of the actual amount of the fee to be assessed against the subdivider prior to acceptance of the subdivision.

Sec. 90-222. - Cash escrow.

At the discretion of the town ~~engineer~~, if extenuating circumstances exist beyond control of the developer/owner, the town may allow the developer/owner to provide a cash escrow in the amount equal to 125 percent of the cost of the installation of the landscaping. There shall be no interest paid on the cash escrow.

...

Chapter 90 – Subdivisions. Article VI. – Standards.

DIVISION 1. – GENERALLY

~~Sec. 90-251. – Special roadway and area standards.~~

~~New residential subdivisions within a specific plan area or with frontage on principal, country or scenic roadways shall be subject to the following standards:~~

~~(1) Specific plan area. New residential subdivisions within a specific plan area shall conform to the land use and planning guidelines established in the comprehensive master plan for such areas.~~

~~(2) Special roadways. New residential subdivisions with frontage on a principal, country or scenic roadway shall be subject to the following standards:~~

~~a. Landscaped buffer. A landscaped buffer shall be provided adjacent to such roadway as required in section 82-212(2)a, landscaping and screening applicability. Such landscaped buffer shall be located in a dedicated easement or separate parcel, and shall be maintained by the mandatory homeowners' association.~~

~~b. Scenic roadway setback. The scenic roadways designated in the comprehensive master plan, namely FM 1171 from Old Settlers Road west to U.S. 377 and FM 2499 from FM 3040 (Flower Mound Road) south to the town limits, are to have the maximum preservation of existing natural features, trees and views, extensive landscaping of the roadside where it does not currently exist, and limitations on density of new development within 1,000 feet of the roadway centerline. Compliance with this section shall be at the determination of the town council, upon recommendation by the planning and zoning commission.~~

~~(Code 1989, ch. 12, § 4.02)~~

Secs. 90-25~~12~~—90-270. - Reserved.

DIVISION 2. – LOTS AND BLOCKS

...

Sec. 90-272. - Lot depth, lines and frontage.

(a) *Depth.* Lot depth ~~should~~shall not exceed 2½ times the lot width, unless an exception is approved by the Town Council after receiving a recommendation from the planning and zoning commission.

...

Sec. 90-276. — Exception for industrial lots.

~~An industrial subdivision shall be processed for approval in the same manner as provided for a residential subdivision, except that individual lots are not required on such plat, and only streets, blocks, easements and minimum building lines shall be indicated.~~

...

Sec. 90-311. – Street design standards.

...

(c) The spacing of median breaks and drive approaches shall be as set forth in subsection (a) of this section, unless otherwise approved by the town engineering staff. ~~The criteria for the spacing of median breaks shall not apply in specific plan areas of the town's comprehensive master plan, as amended.~~ In addition to the above criteria, no residential drive shall be closer than 35 feet from any intersection.

...

Sec. 90-375. – Streetlights and traffic control devices.

Streetlights comparable with those required on public rights-of-way must be provided. Street lighting design plans shall be approved by the town manager or his designee. Design plans and locations of all traffic control devices shall be approved by the town engineering staff ~~or his designee~~. The design, size, color and construction of all traffic control devices must comply with

those required in public rights-of-way. A sign stating that a street is private shall be provided at the entrance to every private street from a public street.

Sec. 90-376. - Utility connection.

Utilities to any part of the subdivision shall not be connected until the requirements of this chapter are met, and the town ~~engineer~~ has issued a certification of compliance of proper construction of the private streets and private alleys.

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TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 74, "GENERAL PROVISIONS" OF THE TOWN'S CODE OF ORDINANCES, SECTION 74-3, "DEFINITIONS" TO UPDATE THE DEFINITIONS OF LAND USE PLAN AND TOWN MANAGER; AMENDING SECTION 74-5, "CONSISTENCY WITH COMPREHENSIVE MASTER PLAN" TO REMOVE OUTDATED TEXT REFERENCING SPECIFIC PLAN AREAS; AMENDING CHAPTER 78, "ADMINISTRATION" OF THE TOWN'S CODE OF ORDINANCES, TO CREATE ARTICLE VI, "VESTED RIGHTS"; AMENDING CHAPTER 90, "SUBDIVISIONS" OF THE TOWN'S CODE OF ORDINANCES, ARTICLE I, "IN GENERAL," ARTICLE II, "DEVELOPMENT PLAN," ARTICLE III, "PLATS," ARTICLE V, "IMPROVEMENTS," AND ARTICLE VI, "STANDARDS" TO ESTABLISH REQUIREMENTS AND PROCESSES FOR COMPLETENESS DETERMINATIONS, AS WELL AS TO REFLECT CURRENT TOWN PRACTICES AND STATE REQUIREMENTS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 74, General Provisions, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, establishing general definitions used in the Town's land development regulations; and,

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 78, Administration, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, establishing standards and requirements for administering the Town's land development regulations; and,

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 90, Subdivisions, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, establishing rules and regulations for the subdivision of land within the town; and,

WHEREAS, the Town Council finds and determines that platting regulations should be updated to reflect current Town practices and state law; and,

WHEREAS, the Town Council finds and determines that formalizing a vested rights policy will assist in recognizing legitimate claims of vested rights under state law, while ensuring that new development complies with current regulations; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on May 11, 2020, and the Town Council of the Town of Flower Mound,

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Texas, held a public hearing on June 1, 2020, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Land Development Regulations Amendment;

WHEREAS, the Town Council finds that the amendments to Chapters 74, 78, and 90 as outlined herein are in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

Section 74-3, "Definitions," of Chapter 74, "General Provisions," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to update the definitions of "Land use plan" and "Town Manager" to be added and inserted alphabetically to read as follows:

"Sec. 74-3. – Definitions.

Land use plan means the land use plan element of the town's comprehensive master plan, as may be amended, including the future land use map and area plans.

Town manager means the chief administrative officer of the town, or designated representative.

***"

SECTION 2

Section 74-5, "Consistency with comprehensive master plan," of Chapter 74, "General Provisions," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 74-5. - Consistency with comprehensive master plan.

(a) The regulations of subpart B of this Code are intended to implement the town's official comprehensive master plan, as such may be amended from time to time. A copy of the plan shall be kept in the office of the town secretary, and it shall be available for public inspection during regular business hours.

(b) Applications for rezoning shall be consistent with the land use categories designated for the property on the future land use map of the comprehensive master plan."

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SECTION 3

Article VI, "Vested rights," of Chapter 78, "Administration," of Subpart B – "Land Development Regulations," of the code of Ordinances, Town of Flower Mound, Texas, is hereby added to read as follows:

"ARTICLE VI. - VESTED RIGHTS

DIVISION 1. - PETITION SUBMITTAL AND REVIEW PROCEDURES

Sec. 78-261. - Definitions.

- (1) In this article, "permit," "project," and "regulatory agency" have the meanings assigned to them by Chapter 245 of the Texas Local Government Code.
- (2) **Petition** means a vested rights petition that alleges rights under Chapter 245 of the Texas Local Government Code to develop property under ordinances, regulations, or rules other than those in effect on the date the permit application is submitted.
- (3) **Town Manager** means the Town Manager or his designee
- (4) **Vesting Date** means the date on which a project accrued development rights under Chapter 245 of the Texas Local Government Code.
- (5) **Vested Rights** means a right conferred by state law to develop property under ordinances, regulations, or rules other than those in effect on the date a permit application is submitted. The term includes development rights under Chapter 245, but does not include a right existing under common law.

Sec 78-262. - Purpose and applicability.

- (A) This article establishes requirements for determining whether a project is entitled to vested rights under Chapter 245 of the Local Government Code. To the extent a project is entitled to vested rights, as determined under this article, a permit necessary to initiate, continue, or complete the project may be exempt from current regulations.
- (B) The purpose of this article is to:
 - (1) Establish a clear and consistent process for evaluating vested rights claims;
 - (2) Ensure that vested rights determinations are based on accurate and complete information, including the nature and scope of the original project for which vested rights are asserted and actual development, if any, that has occurred over time; and
 - (3) Recognize legitimate claims of vested rights under state law, while ensuring that new development complies to the greatest extent possible with current regulations.

Sec 78-263. - Vested rights petition required.

A petition for vested rights that meets the requirements of Section 78-264 must be submitted by a landowner or a landowner's agent in order to request that an application for a permit be reviewed under ordinances, regulations, or rules other than those in effect on the date the application is filed.

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Sec. 78-264. - Contents of vested rights petition.

- (A) Except as provided in Subsection (B) of this section, a petition for vested rights required by Section 78-263 must be submitted on a form approved by the Town Manager and must include, at a minimum, the following information:
- (1) reference to one of the following applications, which must be submitted concurrently with the vested rights petition:
 - (a) a permit application for development of the property; or
 - (b) a plan for development, on a form provided by the Town Manager, that establishes the nature of the permit sought, including the scope and intensity of proposed development and the type of land use, but need not include construction-level detail;
 - (2) a summary of the basis on which the applicant claims vested rights;
 - (3) the date on which the applicant claims that vested rights accrued and any permit that was submitted on that date; and
 - (4) a complete chronological history of the project for which vested rights are claimed, including:
 - (a) a list of permits for development of the property, along with supporting documents, that were issued or applied for after the date the applicant claims that vested rights accrued;
 - (b) a description of any permitted or unpermitted development that occurred on the property after the date the applicant claims that vested rights accrued;
 - (c) a description of existing development on the property, regardless of whether the development is permitted or unpermitted;
 - (d) a list of all zoning changes affecting the property, if any;
 - (e) any covenants, conditions, or restrictions recorded in the deed records for the property; and
 - (f) if deemed relevant by the Town Manager, evidence regarding progress towards completion of the project under Section 78-282.
- (B) The Town Manager may allow an applicant to omit information required under this section if, in the sole judgment of the Town Manager, an application is associated with a project for which vested rights have been conclusively established by a court order or by a settlement agreement entered into with the Town.

DIVISION 2. - VESTED RIGHTS DETERMINATIONS

Sec. 78-271. - Criteria for approval.

- (A) The Town Manager shall review a petition for vested rights under the criteria described in this subsection.
- (1) General Standard. A permit application is entitled to development rights under Chapter 245 of the Local Government Code if the permit is required to initiate, continue, or complete a project for which a prior application was submitted to the Town. An application is not entitled to development rights if it is unrelated to or

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inconsistent with the original project or if the original project has been completed, changed, or expired.

- (2) Review Criteria. In determining whether a petition meets the standard for approval under this subsection, the Town Manager shall consider the following factors:
 - (a) The nature and extent of proposed development shown on the prior permit or other application that initiated the project for which vested rights are claimed;
 - (b) Whether the permit application submitted in connection with the vested rights petition is related to and consistent with the original project;
 - (c) The nature and extent of prior development of the property, including any permitting or construction activity that occurred subsequent to the vesting date requested by the applicant;
 - (d) Any prior vested rights determinations made for development of the property; and
 - (e) Whether the project has expired in accordance with Division 3 (*Expirations*) of this article or other applicable regulations.

(B) The criteria in this section are intended to assist the Town Manager in reviewing petitions for vested rights, but do not limit the Town Manager from considering other factors relevant to the determination of rights for a particular project.

Sec. 78-272. - Vested rights determination.

- (A) Not later than 10 business days after acceptance of a complete vested rights petition, the Town Manager shall review the petition under Section 78-272 and render a determination consistent with the requirements of this section.
- (B) In acting on a petition, the Town Manager may:
 - (1) approve the petition and require the development applications necessary to initiate, continue, or complete the project to be reviewed in accordance with regulations in effect on the vesting date, except for those regulations exempt from vesting under state law;
 - (2) deny the petition and require the development application associated with the project to be reviewed under current regulations of this title; or
 - (3) approve the petition in part, as authorized by Subsection (C) of this section.
- (C) The Town Manager may approve a petition in part if a project is legally entitled to some, but not all, of the rights asserted in the petition, or if a change in the scale or intensity of development is necessary to maintain conformity with the original project. A vested rights determination may not waive or modify applicable regulations or provide relief not required by Chapter 245 of the Texas Local Government Code.
- (D) The Town Manager shall provide a written determination to the applicant, which must state:
 - (1) Whether the petition is approved or denied, in whole or in part, and the basis for the decision;
 - (2) Findings of fact in support of the decision and information sufficient to identify the permit on which the petition is based; and

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- (3) If the petition is approved:
 - (a) a description of the project for which vested rights are recognized; and
 - (b) a vesting date.

(E) A vested rights determination under this section does not affect the availability of a variance or other administrative remedy authorized by this title, but requesting a variance is not required to exhaust administrative remedies for purposes of challenging a determination by the Town Manager that a project is not entitled to vested rights.

Sec. 78-273. - Effect of vested rights determination.

If the Town Manager approves a vested rights petition, any permit required to initiate, continue, or complete the project shall be entitled to the development or continuing use rights recognized by the vested rights determination, unless the project expires under Division 3 (*Expirations*) of this article or other applicable regulations.

DIVISION 3. - EXPIRATIONS

Sec. 78-281. - Expiration requirements generally.

- (A) During the timeframes established under this division, a vested rights determination for a project approved under Section 78-272 applies to any permit application required to initiate, continue, or complete the project.
- (B) If all permits for a project expire, the project expires.
- (C) A permit application submitted after a project expires constitutes a new project and is subject to the current regulations of this Code.
- (D) The expiration of a project associated with a final plat does not affect the validity of a platted lot under this Subpart B.

Sec. 78-282. - Dormant projects.

- (A) This section is adopted under Section 245.005 of the Local Government Code to provide expiration dates for permits.
- (B) A permit issued prior to the effective date of this ordinance shall expire two years after [effective date of this ordinance] unless the applicant submits evidence sufficient to show that progress towards completion of the project was made prior to that date under Subsection (F) of this section.
- (C) A project initiated prior to the effective date of this ordinance shall expire five years after [effective date of this ordinance] unless the applicant submits evidence sufficient to show that progress towards completion of the project was made prior to that date under Subsection (F) of this section.
- (D) A permit issued after the effective date of this ordinance shall expire two years after the date the permit application was filed unless the applicant submits evidence sufficient to show that progress towards completion of the project was made prior to that date under Subsection (F) of this section.

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- (E) A project initiated after the effective date of this ordinance shall expire five years after the first permit application was filed for the project unless the applicant submits evidence sufficient to show that progress towards completion of the project was made prior to that date under Subsection (F) of this section.
- (F) For purposes of this section, progress towards completion of a project includes any one of the following:
 - (1) an application for a final plat or plan is submitted to a regulatory agency;
 - (2) a good-faith attempt is made to file with a regulatory agency an application for a permit necessary to begin or continue towards completion of the project;
 - (3) costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located;
 - (4) fiscal security is posted with a regulatory agency to ensure performance of an obligation required by the regulatory agency; or
 - (5) utility connection fees or impact fees for the project have been paid to a regulatory agency."

SECTION 4

Article I, "In General," of Chapter 90, "Subdivisions," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add Sections 90-4 through 90-30 to read as follows:

"ARTICLE I. – IN GENERAL

Sec. 90-4. - Requirements for completeness determination.

- (A) Every application for approval of any type of plat or plan for development shall be subject to a determination of completeness by the Town Manager.
- (B) No application shall be deemed complete and accepted for processing unless it is accompanied by all documents required by and prepared in accordance with the requirements of this Chapter or other applicable ordinances.
- (C) The Town Manager may from time to time impose additional requirements for a complete application that are not contained within but are consistent with the application contents and standards set forth in this Chapter.
- (D) A determination of completeness shall not constitute a determination of compliance with the substantive requirements of this Chapter.

Sec. 90-5. - Process for completeness determination.

- (A) Not later than the tenth (10th) business day after the date an application for approval of a plat or plan for development is submitted, the Town Manager shall make a determination

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whether the application constitutes a complete application and that the developer has submitted the following required information:

- (1) for an application for a development plan, the documents and information specified in Section 90-33;
 - (2) for a record plat application, the documents and information specified in Section 90-93; and
 - (3) for an application of any other type, the documents and information specified in applicable ordinances.
- (B) The Town Manager shall provide written notice to the applicant that the application is incomplete, not later than the 10th business day after the application is submitted. The determination shall specify the documents or other information needed to complete the application and shall state that the application will expire if the documents or other information is not submitted within forty-five (45) days after the date the application was submitted.
- (C) The processing of an application by any Town employee prior to the time the application is determined to be complete shall not be binding on the Town as the date of filing. The filing date shall be determined as set forth in Section 90-7. The incompleteness of an application shall be grounds for denial of the application regardless of whether a determination of incompleteness was mailed to the applicant.

Sec. 90-6. - Expiration of incomplete application.

- (A) An application for approval of a plat or plan for development shall be deemed to expire on the forty-fifth (45th) day after the application is submitted to the Town for processing if the applicant fails to provide documents or other information necessary to meet the requirements of this Chapter or such other applicable ordinances as specified in the determination provided to the applicant. Thereafter, a new application must be submitted.
- (B) No vested rights accrue solely from the filing of an application that has expired pursuant to this section.

Sec. 90-7. - Application review.

- (A) An applicant for development shall submit a written application for approval of a plat or plan for development to the Development Services Department on forms prepared by the Town, together with all required documents, such as studies, drawing, exhibits, or other ordinance requirements, in sufficient size and number as required by the Town's current submittal policies, and any reasonable information requested by the Development Services Department to assist the Town in its review of the application.
- (B) An application shall not be processed for review until after a determination of completeness has been issued. An application lacking required documentation or information shall be returned to the applicant by the Development Services Department as provided in Section 90-5.
- (C) After the Town Manager has determined that the application is complete, they shall compile a report of written comments regarding the compliance of the application with Town ordinances and provide a copy of the report to the applicant.
- (D) The development plan or plat shall be deemed filed with the Town on the date that the

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Town Manager determines that the application and all supporting documents meet the requirements of this Chapter and/or other applicable ordinances, where applicable, except for any variances requested in writing by the applicant. This shall constitute the filing date. Thereafter, the plat shall be scheduled for review by the Commission.

Sec. 90-8. - Official filing date.

The time period established by state law for processing or deciding a plat application shall commence on the filing date, as established by Section 90-7(D).

Secs. 90-9–90-30. – Reserved.”

SECTION 5

Portions of Article II, “Development Plan,” of Chapter 90, “Subdivisions,” of Subpart B – “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to read as follows:

“ARTICLE II. – DEVELOPMENT PLAN

DIVISION 1. - GENERALLY

Sec. 90-31. - Purpose and applicability of article provisions.

A development plan shall be submitted and must be filed pursuant to section 90-7 prior to the review of a record plat whenever a subdivision of five or more lots is proposed. Notwithstanding the foregoing, a development plan is not required prior to the submittal of a record plat for a nonresidential subdivision that is either being record platted in conformity to a concept plan previously approved by the town council; or, is in general conformity with the Town’s Master Plan and associated development regulations. The development plan is intended to show all the planning factors necessary to enable the proper town approving authorities to determine whether the proposed plan for land development is satisfactory from the standpoint of public health, safety and welfare and is in accordance with the general guidance provided by the comprehensive master plan. The development plan and its review are intended to produce a subdivision design in which all planning factors have been recognized and reconciled, as distinguished from the record plat, in which the engineering factor of dimensional precision is the predominant objective. The record plat is the legal document filed of record with the county.

Sec. 90-32. - Submittal requirements.

The subdivider or owner shall submit all necessary documents, as outlined in the development plan application packet. Each drawing shall measure 24 inches by 36 inches and shall be drawn to a scale of no less than 100 feet to one inch, unless otherwise approved by the town manager. When necessary, the development plan may be on several sheets accompanied by an index sheet showing the entire subdivision. Such development plan shall be accompanied by a completed application and shall contain the following information:

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(6) *Proposed blocks, lots and zoning setback lines.* The subdivision shall show all proposed blocks, lots, front yard zoning setback lines, and rear or side yard zoning setback lines adjacent to rights-of-way, with principal dimensions.

(13) *Preliminary drainage plans.* A preliminary drainage plan shall accompany the development plan. This study shall show contours, acreages, runoff, existing/proposed storm drain lines, pipe sizes, direction of flow, inlet locations, headwalls, points of discharge, detention/retention features, channels, creekways, 100-year floodplain limits, fully developed 100-year floodplain limits, and connections to any existing systems. The engineer shall also analyze any off-site acreage that contributes to the subdivision, as well as any off-site storm drain extensions, grade to drain locations or required easements.

(20) *Tree survey.* A tree survey subject to the requirements and conditions enumerated in article III of chapter 94, Preservation.

(22) *Comprehensive master plan features.* All applicable features of the comprehensive master plan relative to the proposed subdivision, including land use plan, urban design plan, park and open space plan, water master plan, wastewater master plan, and drainage/stormwater master plan, if applicable.

Secs. 90-33 – 90-50. – Reserved.

DIVISION 2. - REVIEW PROCEDURES

Sec. 90-51. - Scheduling and consideration.

The appropriate fees and required documentation, as described in section 90-32, shall be submitted to the town manager. The development plan shall be scheduled for consideration within the time period prescribed by law.

Sec. 90-52. - Notation on development plans.

The following notice shall be included on the face of the development plan: "Development plan - for inspection purposes only; not an official document approved for record purposes."

Sec. 90-54. - Comments; staff report.

Based on the development review committee's review, a staff report and analysis shall be prepared and submitted to the planning and zoning commission relative to the proposed subdivision's compliance to the regulations of this article, the comprehensive master plan and other master plans such as utility plans.

Sec. 90-55. - Review by planning and zoning commission.

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(a) *Items for consideration.* The planning and zoning commission shall, in its action on the development plan, consider the physical arrangement of the subdivision, including the alignment and configuration of street and thoroughfare rights-of-way and determine compliance with the land use plan, thoroughfare plan, and any other applicable provisions of the comprehensive master plan, taking into consideration the recommendations of town staff. The planning and zoning commission shall also review and recommend that appropriate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area comply with the minimum requirements for the type of sanitary sewage disposal proposed. Where connection to an approved sanitary sewage collection and treatment system is not proposed, all lots and building sites shall contain a minimum area of two acres, unless otherwise approved based upon Texas Administrative Code 285.4 or as allowed through cluster or conservation development standards.

(b) *Action.* Following review of the development plan and other materials submitted for conformity to the regulations of this article, including changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the planning and zoning commission shall act thereon as submitted or modified, and, if approved, the planning and zoning commission shall express its approval as conditional approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons therefor. The planning and zoning commission shall act on the development plan within 30 days after the date that it is filed or such longer period as permitted by law. For purposes of this article, the date that the development plan is filed shall be determined in accordance with Section 90-7 hereof.

(c) *Notation of action.* A notation of the action taken and requisite reasons therefor shall be entered in the records of the planning and zoning commission.

Sec. 90-56. - Review by town council.

(a) *Submittal.* The town manager shall, within 30 days following recommendation by the planning and zoning commission, submit the development plan, with the conditions established by the planning and zoning commission, to the town council for their consideration.

(b) *Action.* The town council shall approve or disapprove the development plan, with or without special provisions, within 30 days following recommendation by the planning and zoning commission, or such longer period as permitted by law.

(c) *Conditional Approval or Disapproval.* Development plans that are conditionally approved or disapproved by the town council shall be returned to the subdivider with a written statement that clearly articulates each specific condition for the conditional approval or reason for the disapproval. Each condition or reason specified may not be arbitrary, must be directly related to the requirements under Subchapter A. Regulation of Subdivisions of Chapter 212 of the Texas Local Government Code, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.

(d) *Applicant Response to Conditional Approval or Disapproval.* After the conditional approval or disapproval of a development plan, the subdivider may submit a written response that satisfies each condition for the conditional approval or remedies each reason for the disapproval. The Town Manager shall review any submitted revisions that were required under subsection (d) and schedule the development plan for review by the appropriate governing body, which shall determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved development plan, pursuant to the guidelines set forth in subsection (d). If the revised development plan is still not in compliance with Town standards

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or requirements, a disapproval of the submittal must be issued no later than the fifteenth (15th) day after the date the response was submitted.

Sec. 90-57. - Effect of development plan approval.

(b) *Lapse of approval.* Approval of the development plan shall be valid for a period of 18 months from the date of approval, and the general terms and conditions under which the development plan approval was granted will not be changed. The town council shall withdraw its approval of a development plan unless the record plat is approved by the appropriate governing body within such 18-month period or unless the 18-month period is extended by the town council at the request of the subdivider.

Sec. 90-58. - Preliminary grading release; bonding.

Upon approval of construction plans, but prior to approval of the record plat, right-of-way and lot grading may commence; provided, however, that such grading does not authorize any utility-related construction. Any such right-of-way and/or lot grading conducted prior to the approval of the record plat shall be entirely at the sole option and risk of the owner/developer. Such optional right-of-way or lot grading shall be subject to the following:

(1) Submission of Texas Commission on Environmental Quality (TCEQ) stormwater pollution prevention plan (SWPPP);

(2) Submission of a copy of the application to the TCEQ of a notice of intent (NOI) to begin lot grading;

(3) Submission of grading plans to be approved by the town; and

(4) Submission of a restoration bond to the town in the amount of \$20,000.00 per acre that is valid for a period of two years. The purpose of such bond is to provide the town with a mechanism to restore proper grading and vegetation to the job site if the developer/owner fails to complete the subdivision improvements after initial clearing has occurred. The town reserves the right to call the bond at any point during the two-year period that it appears the job site has been abandoned, the contractor fails to respond to written notice, and the time limits for maintaining or proceeding with such construction activity are in violation of TCEQ requirements. The bond shall be returned subsequent to the filing of a record plat for the subdivision.

Sec. 90-59-90-90. - Reserved."

SECTION 6

Portions of Article III, "Plats," of Chapter 90, "Subdivisions," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to read as follows:

"ARTICLE III. - PLATS

DIVISION 1. - GENERALLY

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Sec. 90-91. - Applicability of article provisions.

Once town staff has determined a development plan meets all Town standards, the applicant may submit for review a record plat conforming to the approved development plan that contains all or a portion of the property contained in the approved development plan (see section 90-122, conformance with development plan). Any application for a plat shall include all property under common ownership. Application for record plats for proposed subdivisions containing four or fewer lots and requiring no public improvements may be submitted without an approved development plan.

Sec. 90-92. - Conveyance of land.

Notwithstanding any other provisions of divisions 1 and 2 of this article, record plats for the express purpose of conveying land to the town for municipal purposes and requiring no public improvements are not subject to approval of a development plan, and may be approved by the town manager without the approval of the planning and zoning commission and town council. The town may waive certain record plat submittal requirements as may be appropriate for such record plats.

Sec. 90-93. - Record plat submittal requirements.

(a) The owner of land on which approval has been obtained for a development plan may prepare and submit a record plat for review by the planning and zoning commission. The owner shall submit the appropriate fees and required documentation, as outlined in the town's record plat application packet. Each drawing shall measure 18 inches by 24 inches and shall be drawn to a scale of 100 feet to one inch, unless otherwise approved by the town manager. When necessary, the record plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the record plat may be submitted for approval progressively in sections satisfactory to the planning and zoning commission.

(b) The completed application for a record plat shall contain or be accompanied by the following information:

(7) *Zoning Setback lines.* Minimum zoning setback lines shall be placed on the record plat.

(19) *Mandatory homeowners' association documents.* Any mandatory homeowners' association documents, in accordance with the town's standard format and the requirements of article IV of this chapter, mandatory homeowner's associations, shall be submitted with the record plat for review by the town attorney's office.

(21) *Separate conveyance for dedicated public lands.* Dedicated public lands shall be separately conveyed to the town by a special warranty deed prior to the issuance of the first building permit within the subdivision.

(22) *Digitized submittal.* A copy of the record plat drawing must be submitted in a digitized format compatible with the town's geographic information system (GIS).

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(23) *Tree survey.* If a record plat is submitted, for which the submission of a development plan is not also required, then the record plat shall be submitted with a tree survey prepared in accordance with the requirements of article III of chapter 94 of this Code.

Sec. 90-94. - Administrative approval of minor plats.

Notwithstanding any other provisions of this article, minor plats or replats involving four or fewer lots and requiring no public improvements may be approved by the town manager without the approval of the planning and zoning commission or town council.

Sec. 90-95-90-120. - Reserved.

DIVISION 2. - REVIEW PROCEDURES

Sec. 90-121. - Scheduling.

After approval of the development plan by the planning and zoning commission and town council, or after staff's determination that the development plan is filed in accordance with section 90-7, and within 18 months of the approval date unless extended by action of the town council, the subdivider may submit for approval the record plat. Once the record plat is filed, it will be scheduled for consideration by the planning and zoning commission within the time period prescribed by law. For purposes of this article, the date that the record plat is filed shall be determined in accordance with Section 90-7 hereof.

Sec. 90-123. - Review of construction plans.

Town engineering staff shall review the construction plans in relation to the submitted plat, and the record plat shall not be considered filed pursuant to section 90-7 until all comments on the construction plans have been resolved.

Sec. 90-124. - Review by planning and zoning commission.

(a) *Action.* The record plat shall be presented to the planning and zoning commission, along with any appropriate recommendations by staff. The planning and zoning commission shall act on the record plat within 30 days after the filing date. The date that the record plat is filed shall be determined in accordance with Section 90-7 hereof. If no action is taken by the planning and zoning commission within 30 days after the official filing date or such longer period as permitted by law, the record plat shall be deemed approved. A certificate showing the official date and failure to take action thereon within 30 days of such date shall, on demand, be issued by the planning and zoning commission, and this certificate shall be sufficient in lieu of a written endorsement or other evidence of approval.

(d) *Conditional Approval or Disapproval.* Record plats that are conditionally approved or disapproved by the planning and zoning commission shall be returned to the subdivider with a written statement that clearly articulates each specific condition for the conditional approval

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or reason for the disapproval. Each condition or reason specified may not be arbitrary, must be directly related to the requirements under Subchapter A. Regulation of Subdivisions of Chapter 212 of the Texas Local Government Code, and must include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval.

(e) *Applicant Response to Conditional Approval or Disapproval.* After the conditional approval or disapproval of a plat, the subdivider may submit a written response that satisfies each condition for the conditional approval or remedies each reason for the disapproval. The Town Manager shall review any submitted revisions that were required under subsection (d) and schedule the plat for review by the appropriate governing body, which shall determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved plat, pursuant to the guidelines set forth in subsection (d). If the revised plat is still not in compliance with Town standards or requirements, a disapproval of the submittal must be issued no later than the fifteenth (15th) day after the date the response was submitted.

Sec. 90-126. - Action following approval.

(b) *Plats within the town.* The record plat for any subdivision located within the corporate limits of the town shall then be filed of record in the plat records of the county, but only after the planning and zoning commission and the town council, if required, has officially acted upon the record plat with reference to improvements, dedications and utilities. Filing fees shall be paid by the developer.

Sec. 90-127. - Easements after filing of record plat.

When new easements are needed or required, or existing easements need to be relocated, after a record plat, replat or amended plat has been filed with the County, regardless of whether construction has been completed at the site, the owner or developer of the property burdened by such easements shall apply for an amended plat or replat, as applicable, noting the new or revised location of the subject easement.

Sec. 90-128. - Vacating plat.

(a) The proprietors of the tract covered by a plat may request to vacate the plat at any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

Sec. 90-129-90-150. - Reserved.

DIVISION 3. - REPLATS AND PLAT AMENDMENTS

Sec. 90-151. - Replats.

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(a) *Replatting without vacating preceding plat.* A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

- (1) Is signed and acknowledged by only the owners of the property being replatted;
- (2) Is approved by the municipal authority responsible for approving plats; and
- (3) Does not attempt to amend or remove any covenants or restrictions.

(c) *Additional requirements for certain replats.*

(2) If a proposed replat described by subsection (c)(1) requires an exception, a public hearing must be held by the proper town approving authorities.

(3) Notice of the hearing required under subsection (c)(2) shall be given before the 15th day before the date of the hearing:

a. By publication in an official newspaper or a newspaper of general circulation in the county in which the town is located; and

b. By written notice, with a copy of subsection (c)(4) hereof attached, to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll, or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.

(4) If the proposed replat requires an exception and is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of the members present of the municipal planning commission or governing body, or both. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area, but within the original subdivision, must be filed with the planning and zoning commission prior to the close of the public hearing.

(5) In computing the percentage of land area under subsection (c)(4), the area of streets and alleys shall be included.

(6) Compliance with subsections (c)(4) and (c)(5) is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.

(7) If the proposed replat described by subsection (c)(1) does not require an exception, the Town shall, not later than the 15th day after the date the replat is approved, provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent town or county tax roll. This subsection does not apply to a proposed

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replat if the planning and zoning commission holds a public hearing and gives notice of the hearing in the manner provided by subsection (c)(3).

(8) The notice of a replat approval required by subsection (c)(7) must include:

- a. the zoning designation of the property after the replat; and
- b. the telephone number and email address an owner of a lot may use to contact the Town about the replat.

Sec. 90-152. - Plat amendments.

Notwithstanding any other provision of this article, the town manager, upon the recommendation of staff, is authorized to approve and issue an amending plat that is signed by the applicants only, and that is for solely one or more of the following purposes, and such approval and issuance shall not require notice, hearing or approval of other lot owners:

Sec. 90-153-90-180. - Reserved."

SECTION 7

Portions of Article V, "Improvements," of Chapter 90, "Subdivisions," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to read as follows:

"ARTICLE V. - IMPROVEMENTS

Sec. 90-211. – Administrative approval.

Subdivision improvements shall be subject to acceptance by the town manager, upon the recommendation of town engineering staff.

Sec. 90-212. - Time frame for completion.

(a) *Plan resubmittal.* If construction has not commenced within one year after approval of the plans, resubmittal of plans may be required to meet current standards and engineering requirements. These plans will be reviewed and comments noted within 30 days. A fee as provided for in the fee schedule found in appendix A of this Code is required upon the resubmittal of plans for review. The term "construction" shall mean the start or commencement of construction of town-maintained facilities.

Sec. 90-213. – Improvements required.

The improvement of all streets, ways, alleys, drainageways, utility lines and walkways as required in this article shall be in accordance with the standard specifications of the town for installation of such improvements. The town shall withhold all improvements and services of whatsoever nature from all additions that have not been approved in accordance with the regulations contained in this article.

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Sec. 90-219. – As-built plans.

Prior to the acceptance of a subdivision by the town, the engineer for the developer shall submit to the town engineering staff a complete set of construction drawings of the subdivision showing all changes made in the plans during construction and containing on each sheet an as-built stamp bearing the signature of the engineer and the date. The as-built drawings must be submitted in a digitized format acceptable to the engineering staff and compatible with the town's geographic information system (GIS).

In addition, the engineer for the developer shall submit to the town a revised electronic version of the tree survey prepared in accordance with the requirements of article III of chapter 94 of this Code, Preservation. This revised tree survey shall be superimposed upon the record plat to indicate the location of all protected, specimen, and historic trees, as defined in article III of chapter 94 of this Code, on the tract after completion of construction.

Sec. 90-221. – Inspection fee.

Prior to the issuance of the development permit by the town for the construction of a subdivision, the subdivider shall pay a design review and inspection fee equal to three percent of the estimated construction costs of the water and sewer utilities, drainage facilities, fire lanes and streets in each subdivision. If deemed necessary by staff, the subdivider shall provide certified copies of the executed construction contracts to the town manager for verification of the actual amount of the fee to be assessed against the subdivider prior to acceptance of the subdivision.

Sec. 90-222. - Cash escrow.

At the discretion of the town, if extenuating circumstances exist beyond control of the developer/owner, the town may allow the developer/owner to provide a cash escrow in the amount equal to 125 percent of the cost of the installation of the landscaping. There shall be no interest paid on the cash escrow.

***"

SECTION 8

Portions of Article VI, "Standards," of Chapter 90, "Subdivisions," of Subpart B – "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended to read as follows:

"ARTICLE VI. - STANDARDS

DIVISION 1. – GENERALLY

Secs. 90-251 – 90-270. – Reserved.

DIVISION 2. – LOTS AND BLOCKS

Sec. 90-272. - Lot depth, lines and frontage.

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(a) *Depth*. Lot depth shall not exceed 2½ times the lot width, unless an exception is approved by the Town Council after receiving a recommendation from the planning and zoning commission.

Secs. 90-276 – 90-300. – Reserved.

DIVISION 3. – STREETS

Sec. 90-311. – Street design standards.

(c) The spacing of median breaks and drive approaches shall be as set forth in subsection (a) of this section, unless otherwise approved by the town engineering staff. In addition to the above criteria, no residential drive shall be closer than 35 feet from any intersection.

DIVISION 5. – PRIVATE STREETS AND ALLEYS

Sec. 90-375. – Streetlights and traffic control devices.

Streetlights comparable with those required on public rights-of-way must be provided. Street lighting design plans shall be approved by the town manager or his designee. Design plans and locations of all traffic control devices shall be approved by the town engineering staff. The design, size, color and construction of all traffic control devices must comply with those required in public rights-of-way. A sign stating that a street is private shall be provided at the entrance to every private street from a public street.

Sec. 90-376. - Utility connection.

Utilities to any part of the subdivision shall not be connected until the requirements of this chapter are met, and the town has issued a certification of compliance of proper construction of the private streets and private alleys.

***"

SECTION 9

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

SECTION 10

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such

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unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 11

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

SECTION 12

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 13

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

SECTION 14

This Ordinance shall be in full force and effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 1ST DAY OF JUNE 2020.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: June 1, 2020

FROM: Andrea Roy, Economic Development Director

ITEM: **Public Hearing to consider approval of Chapter 380 Agreement between the Town of Flower Mound and Gerault Office Warehouse I, LP**

BACKGROUND INFORMATION: The subject request relates to the proposed Chapter 380 Agreement between the Town and Gerault Office Warehouse I, LP, developer and owner of the recently constructed two, 24,480 sq. ft. flex-office buildings, located at 400 & 450 Gerault Road, within the Lakeside Business District.

The site on which these buildings were constructed is included in the land area covered by an existing Chapter 380 Agreement, known as LNR Lakeside Business Park LP Ch 380 Agreement, which provides for a 5-year, 50% real property tax rebate or abatement, building permit fee waiver, expedited permit processing, and a 75% impact fee reduction. Since the LNR incentive was approved in 2004, certain legislative changes have occurred regarding incentives and the Town has modified the manner in which incentives are provided. As a result, the Town wishes to enter into a new Chapter 380 incentive agreement, providing a more current and project-specific incentive.

As the developer pursued construction of these two buildings at this location, it was discovered that additional right-of-way would be needed for Old Gerault Rd. (the Town purchased this land last year) and that the construction of the required sidewalk along the southern edge of the project would not be advisable, given that this intersection (Gerault Rd. and Old Gerault Rd.) is to be reconstructed and signalized, as part of the Old Gerault Rd. Reconstruction project. To address the sidewalk matter, the proposed Chapter 380 Agreement contains language allowing the developer to forgo construction of the sidewalk, but instead pay \$2,000 to the Town toward the eventual construction of the sidewalk.

The proposed assignment language contained within the agreement was drafted knowing that the developer is currently under contract to sell one of the buildings to an owner-operator business that will locate within the development. As such, the assignment language provides the Town Manager the authority to assign this agreement to a new owner, in lieu of bringing the assignment request forward for full Town Council approval. In this instance, the project is completed, not conceptual, and the Town is aware of, and supports, the new owner. If the Town Manager is not comfortable assigning the agreement to a potential future owner, the request would then be brought forward for full Town Council consideration.

The proposed Chapter 380 Agreement provides for a 5-year, 50% real property tax rebate (\$80,000 total estimated savings), building permit fee waiver (\$7,650 savings), a 75% impact fee rebate (\$48,441), and release from the requirement to construct the southern sidewalk. A 10-year cost-benefit analysis indicates a total cost to the Town of \$137,200, providing a minimum net benefit of over \$330,600.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: One time grant equal to 75% of impact fees, a cost of \$48,440.69.

Proposed Expenditure:

\$48,440.69

Account Number:

100-600-57000-5320

Finance Review by: Tammy Wilson, Executive Director of Financial Services

tw

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Chapter 380 Agreement, as to form and legality.

ATTACHMENTS:

1. Chapter 380 Agreement (w/ original LNR Chapter 380 Agreement & site plan)
2. Cost-Benefit Analysis

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

**CHAPTER 380 AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND &
GERAULT OFFICE WAREHOUSE I, LP**

This Chapter 380 Agreement ("**Agreement**") is made and entered into by and between the Town of Flower Mound, Texas ("**Town**") and Gerault Office Warehouse I, LP, a Texas limited partnership ("**Company**"). Town and Company may sometimes hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, the Town and LNR Lakeside Business Park Limited Partnership, a Texas limited partnership, originally executed that Town of Flower Mound and LNR Lakeside Business Park Limited Partnership Chapter 380 Partnership Agreement filed for record December 22, 2004, recorded under Instrument No. 2004-163777 in the Official Records of Denton County, Texas, as amended and supplemented by Town of Flower Mound and LNR Lakeside Business Park Limited Partnership Supplemental Chapter 380 Partnership Agreement filed for record April 20, 2006, recorded under Instrument No. 2006-46298 in the Official Records of Denton County, Texas (collectively the "**LNR Agreement**" and attached hereto as Exhibit "A"); and

WHEREAS, Company owns the real property described as Lots 4R4 and 4R5, Block A, Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document No. 2019-330 of the Official Records of Denton County, Texas, commonly known as 400 and 450 Gerault Road, and depicted on the attached Exhibit "B" (the "**Property**"); and

WHEREAS, the Property is known as Site 02 within Lakeside Ranch Business Park as described in the LNR Agreement; and

WHEREAS, the Town also desires to provide incentives to the Company pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State and Town, by eliminating unemployment or underemployment in the State and Town, and enhancing business and commercial activity within the State and Town.

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

1. **Company Obligations**. In consideration of receiving the incentives described in Section 2 below, Company agrees to (a) operate and maintain all site improvements in good condition throughout the Term of this Agreement; and (b) within three (3) business days of the Effective Date, pay Town two thousand dollars (\$2,000).
2. **Town Incentives**. In consideration of constructing improvements on the Property and fulfilling its obligations in Section 1 above, Town will provide incentives to Company as follows:

- (a) Property Tax Rebate. Town agrees to pay Company five annual grants, each grant equal to fifty percent (50%) of the ad valorem taxes assessed by the Town on the two buildings constructed on the Property ("**Improvements**"), commencing on January 1 of the first calendar year following the date the Improvements receive a Building Final from Town and continuing thereafter for a period of five (5) years. Each annual grant is due and payable by the Town forty-five (45) days after the Town receives the latter of (i) payment of all of the ad valorem taxes assessed and due against the Property; and (ii) a payment request from Company. For purposes of this Agreement, "Building Final" means the approval of the final inspection issued by the Town certifying a building's compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant.
- (b) Impact Fee Rebate. Town will pay Company a grant in an amount equal to seventy-five percent (75%) of the Town impact fees (water, wastewater, and road, but no impact fees will be charged for Lakeside Parkway and Gerault Road) paid by Company and received by Town, which are attributable to the construction of the Improvements on the Property. The grant is due and payable within forty-five (45) days after: (i) the Improvements receive a Building Final; and (ii) the Town's receipt of a Payment Request.
- (c) Sidewalk Construction. Provided Company has paid Town two thousand dollars (\$2,000) in accordance with Section 1(b) above, Company will not be required to construct a sidewalk along the southern edge of the Property ("**Sidewalk**"). Town will construct, or cause to be constructed, the Sidewalk at the time the traffic signal is installed at the intersection of Old Gerault Road and Gerault Road. The Sidewalk will be constructed in accordance with all applicable laws and regulations and will connect to the existing sidewalks immediately to the east and to the west of the Property. Company agrees to provide and grants Town, its authorized representatives, and contractors access to the Property in order to construct the Sidewalk and agrees to cooperate with Town in good faith so that Town may complete construction. Company's payment of the two thousand dollars (\$2,000) and continued fulfillment of its agreements in this Section 2(c) are conditions precedent to the release of Company's obligation and Town's agreement to construct the Sidewalk.
3. LNR Agreement. By executing this Agreement, Company agrees that it will no longer be entitled to receive any incentives under the LNR Agreement, and any future incentives will be paid and received pursuant to the terms of this Agreement.
4. Term. The **Term** (herein so called) of this Agreement will begin on the Effective Date and continue until both Parties have fulfilled their obligations under this Agreement.
5. Miscellaneous.
- (a) Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.
- (b) Limitation on Liability. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, are deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.
- (c) No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

(d) Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

(e) Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Town, to: Town of Flower Mound, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Flower Mound, TX 75028

With a copy to: Flower Mound Town Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for Company, to: Gerault Office Warehouse I, LP
c/o Longbow Interests
Attn: Reid Caldwell
13150 Coit Road, Suite 205
Dallas, Texas 75240
E-mail: reid@longbowinterests.com

(f) Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

(g) Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement must be in a court of competent jurisdiction in Denton County, Texas

(h) Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

(i) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the balance of this Agreement will be deemed enforceable and must be read as if the Parties intended at all times to delete said invalid, illegal, or unenforceable provisions.

(j) Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

(k) Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

(l) Successors and Assigns. This Agreement may not be assigned by Company without the prior written consent of the Town's Town Manager, which consent will not be unreasonably withheld in connection with an assignment of this Agreement to any subsequent owner of the Property, or a portion thereof.

(m) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

(n) Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for indirect, special, consequential damages (including lost profits), or exemplary damages.

(o) Undocumented Workers. Company certifies that Company and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company or any of their branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Company of the violation.

(p) Attorney's Fees. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

(q) Effective Date. For the purposes of this Agreement, "**Effective Date**" means the date both Parties have executed this Agreement.

TOWN OF FLOWER MOUND, TEXAS

By: _____
Steve Dixon, Mayor

Date: _____

ATTEST:

Theresa Scott, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The foregoing instrument was ACKNOWLEDGED before me on _____,
2020, by Steve Dixon, the Mayor of the Town of Flower Mound, Texas, on behalf of said Town.

[S E A L]

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary Public

COMPANY:

GERAULT OFFICE WAREHOUSE I, LP
a Texas limited partnership

By: Gerault Business Center I, LLC, a Texas limited liability
company, its general partner

By: _____
Reid Caldwell, Manager Date:

STATE OF TEXAS §
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on _____,
2020, by Reid Caldwell, Manager of Gerault Business Center I, LLC, a Texas limited liability company,
on behalf of said limited liability company as the general partner of Gerault Office Warehouse I, LP, a
Texas limited partnership, on behalf of said limited partnership.

[S E A L]

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary Public

EXHIBIT A

LNK Agreement

Please return to:
Town of Flower Mound
Town Secretary's Office
2121 Cross Timbers Rd.
Flower Mound, TX 75028

TOWN OF FLOWER MOUND AND LNR LAKESIDE BUSINESS PARK LIMITED
PARTNERSHIP
CHAPTER 380 PARTNERSHIP AGREEMENT

WHEREAS, the Town of Flower Mound, Texas ("Town"), by entering into previously executed Lakeside Parkway/Gerault Road Partnership Agreements with various landowners in the Lakeside Business District located in the Town, has constructed Lakeside Parkway and has improved Gerault Road, as generally depicted on attached Exhibit 1; and

WHEREAS, LNR Lakeside Business Park Limited Partnership, a Texas limited partnership, its successors and/or assigns to the hereinafter described Property ("Owner"), is the owner of certain property being more particularly described in attached Exhibit 2 (the "Property") and

WHEREAS, the Town and Owner acknowledge that the construction of Lakeside Parkway and improvements to Gerault Road and the \$1,800,000 portion of the Garden Ridge Connector, including roadway and utilities construction ("Program"), has resulted in and will continue to promote economic development along Lakeside Parkway and Gerault Road and in the Lakeside Business District, thereby increasing property values; and

WHEREAS, the proposed development of the Property is consistent with the adopted Master Plan 2001 of the Town of Flower Mound; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

WHEREAS, the Town wishes to partner with Owner and provide various incentives to Owner, as referenced in this Town of Flower Mound and LNR Lakeside Business Park L.P. Chapter 380 Partnership Agreement ("Agreement"), to assist in the economic development of the property in the Town's Lakeside Business District; and

WHEREAS, the Town has concluded and hereby finds that this Agreement in its entirety clearly promotes economic development in Flower Mound and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the Town and Owner; and

WHEREAS, Owner has applied to the Town for financial accommodations, including those which are described in this Agreement and those which may be described in any exhibit or schedule attached to this Agreement; and

WHEREAS, Owner understands and agrees that: (a) in granting, renewing or extending the Infrastructure Investment Program ("IIP"), the Town is relying upon Owner's representations, warranties and agreements, as set forth and provided for in this Agreement; (b) renewing or extending of the Program by the Town at all times shall be subject to Town's sole judgment and discretion; and (c) the IIP shall be and shall remain subject to the following terms and conditions of this Agreement; and

WHEREAS, Owner will construct that portion of Garden Ridge Boulevard on the Property to its point of ending, up to and connecting with Lakeside Parkway ("Garden Ridge Connector"), as estimated on attached Exhibit 3 and generally depicted on attached Exhibit 4, and that the Town will advance Owner One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00) for construction and completion of the Garden Ridge Connector; and

WHEREAS, this Agreement, for purposes of clarity, contains three (3) component parts: (i) the terms and conditions of the Lakeside Parkway/Gerault Road Partnership Agreement; (ii) the Infrastructure Investment Program relative to the Garden Ridge Connector; and (iii) economic incentives by the Town to Owner, premised upon the attainment of certain economic development objectives, as more fully discussed herein; and

WHEREAS, Owner understands and agrees to deed restrict that portion of the Property on the east side of Gerault Road and designated in Planned Development 83 ("PD 83") as Sites 02, 03, 04, and 14 to restrict buildings to a foot print of no greater than 50,000 square feet.

NOW, THEREFORE, THE TOWN AND OWNER AGREE AS FOLLOWS:

Lakeside Parkway/Gerault Road Partnership Agreement

1. The Town has constructed those roadways and utilities related to Lakeside Parkway and Gerault Road, as generally depicted in Exhibit 1. All construction is substantially completed at the time that this Agreement is executed.
2. The Town has provided for water and sewer assessments incident to the Program, in accordance with Chapter 402 of the Texas Local Government Code, as amended. The Town specifically has followed all procedures contained therein for such water and sewer assessments. By executing this Agreement, Owner agrees not to contest the aforementioned assessments.
3. The Town also has provided for street assessments incident to the Program, in accordance with Chapter 313 of the Texas Transportation Code, as amended. The Town specifically has followed all procedures contained therein for such street assessments. By executing this Agreement, Owner agrees not to contest the aforementioned assessments.
4. Upon execution and performance of Paragraphs 4 through 9 of this Agreement, Owner shall be relieved of any obligation or requirement to pay any of the aforementioned assessment liens upon the Owner's Property. Upon execution of this Agreement, Owner shall pay to the Town the amount of land acquisition costs and related costs incurred by the Town related to the assessments conducted by the Town as set forth in paragraphs 2 and 3, above, and the amount Owner agrees to pay hereunder is One Million One Hundred Seventy Two Thousand One Hundred Fifty One and 63/100 Dollars (\$1,172,151.63), which includes land costs, condemnation costs, appraiser costs, legal fees and interest from July 5, 2001, through December 15, 2004. Assessment liens that were filed by the Town as a result of the assessments conducted by the Town, as set forth in paragraphs 2 and 3, above, will be released by the Town upon execution of this Agreement and payment of the amount specified herein, and appropriate release documentation will be filed by the Town in the deed records of Denton County, Texas.

5. For seven (7) years following December 15, 2004, Owner is exempt and is hereby relieved from paying any pro rata portion of the Town's debt service on the Program. At the conclusion of this seven (7) year period on December 15, 2011, however, should there be no development on the Property, Owner shall begin making annual payments to the Town equal to the sum of (i) one hundred and ten percent (110%) of the pro rata share of the annual debt service on the Program and (ii) one-thirteenth (1/13) of the total debt service that accrued during the aforementioned seven (7) year period. Such payments shall be made (i) until such time as the Property pays off its share of the debt service remaining on the Program, or (ii) for a subsequent period of thirteen (13) years. Such annual payment shall be due on or before January 31 of each calendar year. "Debt service" shall include, but shall not be limited to, debt service on bonded debt issued by the Town for the purpose of constructing paving, drainage, water and wastewater utility improvements for Lakeside Parkway and Gerault Road exclusive of debt authorized in an election held in March 1997, and shall also include the debt service (both principal and interest) on the IIP granted by the Town for the purpose of constructing public improvements for the Garden Ridge Connector. For purposes of this Paragraph, "interest" shall be the rate of interest the Town pays for the bonds it sells for this Program. For purposes of this Agreement, "development" shall mean new private development, exclusive of land value, generating ad valorem property tax revenue to the Town equal to one hundred and ten percent (110%) of the Property's pro rata debt service for the Program. All such annual payments to the Town, as referenced herein, shall constitute contractual liens upon the Property if not timely paid, upon reasonable notice to Owner. The Town may file in the deed records of Denton County, Texas, written evidence of such contractual liens as they accrue. Attached hereto as Exhibit 5 is a worksheet pertaining to the Lakeside Parkway/Gerault Road portion of the Program and reflecting the final construction and related costs, Owner's pro rata debt service, and Owner's front footage relative to the assessments referenced in Paragraphs 2 and 3, above. Also attached hereto as Exhibit 6 is a worksheet reflecting the Owner's estimated debt service relative to the Garden Ridge IIP.

6. In the event of partial development, any payments due under Paragraph 5 shall be reduced by the amount of Town ad valorem property tax revenue referenced therein that the new private development generates.

7. In the event that development (as defined in Paragraph 5, above) of the Property occurs after the seven (7) year period referenced in Paragraph 5, then Owner shall be relieved of all obligations under this Agreement relative to Owner's pro rata share of repayment of debt service, as referenced in Paragraph 5 and all such obligations will be released. Owner shall provide written certification to the Town of development as a condition to the release.

8. All development shall be consistent with all Town codes and ordinances as well as any other regulations or plans relative to the Property, including the Lakeside Business District Area Plan and the Town's Master Plan 2001. This Agreement does not constitute a waiver by the Town of any development ordinances or conditions. Further, Owner acknowledges that by executing this Agreement, no entitlement or agreements concerning zoning or land use shall arise, either implied or otherwise.

9. (a) Should Owner convey or otherwise transfer title to the Property during the initial seven (7) year period referenced in Paragraph 5, above, in conjunction therewith Owner shall pay the Town a Conveyance Fee according to the following schedule:

Conveyance of Property Within 7 Years After December 15, 2004	Amount of Conveyance Fee (Annual Debt Service)
First Conveyance	No Conveyance Fee
Second Conveyance	1 times Annual Debt Service
Third Conveyance	2 times Annual Debt Service
Fourth Conveyance	3 times Annual Debt Service
All Subsequent Conveyances	3 times Annual Debt Service

(b) At the time of conveyance or other transfer of title to the Property, the Conveyance Fee referenced in this Paragraph shall be placed in an escrow account with the applicable title company or other Town-approved agent.

(c) Within eighteen (18) months following the conveyance or transfer of title to the Property, if a building permit is issued by the Town for such Property, then the Conveyance Fee shall be refunded, with interest, to the landowner.

(d) Within eighteen (18) months following the conveyance or transfer of title to the Property, if no building permit has been issued by the Town for such Property, then the Conveyance Fee, with interest, shall be paid to the Town.

(e) The signatories hereto, and all heirs, successors and assigns, agree that if any Conveyance Fees are not placed in escrow pursuant to the terms of this Paragraph, the Town may withhold the issuance of any building permit for the Property, or any portion or subdivision thereof, until such time as all Conveyance Fees due the Town have been paid in full.

(f) As a material term of this Agreement, any subsequent seller or purchaser of Property shall notify the Town within thirty (30) days thereafter of any conveyance or other transfer of title of the Property or any portion or subdivision thereof. Such notice shall be sent by certified mail to the Town to the following:

Town Manager
2121 Cross Timbers Road
Flower Mound, Texas 75028

Town Attorney
2121 Cross Timbers Road
Flower Mound, Texas 75028

For purposes of this Agreement, the term "conveyance or other transfer of title" shall not include any change in the title to the Property resulting from the death of Owner.

(g) The signatories hereto, and all heirs, successors and assigns, agree that failure to notify the Town shall constitute a breach of a material term of this Agreement and that all pro rata debt service over the term of this Agreement shall be due and payable on demand and, if not paid upon demand, the Town may file a lien for same and initiate foreclosure proceedings.

(h) All Conveyance Fees shall cease upon completion of the initial seven (7) year period referenced in Paragraph 5 of this Agreement; however, any obligation for payment of any unpaid Conveyance Fees thereof shall not cease on said date. Any Conveyance Fees not timely remitted to the Town pursuant to the terms of this Agreement shall constitute a lien upon the Property.

(i) In the event the Property is subdivided or otherwise partitioned, all obligations created by this Paragraph, as well as all obligations relative to debt service as referenced herein, shall apply to such subdivided or partitioned portion of the Property on a pro rata basis, based upon the square footage of the Property as a whole in comparison to the square footage of the subdivided or partitioned portion thereof, less any right-of-way necessary for the Program. Notwithstanding the foregoing, for debt service purposes, if and once the subdivided or partitioned portion of the Property meets or exceeds its pro rata share of the debt service amount referenced in Paragraph 5, above, any proceeds in excess of the debt service for the subdivided or partitioned portion shall be applied on a pro rata square footage basis to the debt service on the remaining undeveloped portion of the Property.

Garden Ridge Connector Infrastructure Investment Program

10. This portion of the Agreement, hereinafter referred to as the "Garden Ridge IIP Agreement," shall be effective upon execution of all signatories hereto (the "IIP Effective Date") and shall continue thereafter until all obligations of the parties to each other under this Garden Ridge IIP Agreement have been performed in full, unless terminated sooner under the provisions hereof. Upon any such termination, neither party shall have any further obligation or liability under this Garden Ridge IIP Agreement, and this Garden Ridge IIP Agreement shall have no applicability to the Property following such termination.

11. Owner and Town covenant and agree that, while this Garden Ridge IIP Agreement is in effect, Owner and Town shall comply with the following terms and conditions:

(a) **Garden Ridge Connector Construction.** Owner will construct, and all IIP proceeds from the Town shall be for the construction of, the aforementioned Garden Ridge Connector, pursuant to Town specifications, as referenced and depicted in Exhibits 3 and 4. Owner also agrees to install and thereafter maintain (as provided by separate agreement) (i) all landscaping in the median and 13 foot parkways on Lakeside Boulevard and Gerault Road adjacent to the Property, and (ii) entryway monument signs on Garden Ridge Road at its intersection with Lakeside Parkway, and Lakeside Parkway at its intersection with Gerault Road, as shown on Exhibit 4, within the same timeframe as the construction of the Garden Ridge Connector. In no event shall a building permit be issued for Site 1 or Site 10 (as referenced in PD 83) prior to the commencement of the installation of the aforementioned landscaping depicted in Exhibit 4 and a certificate of occupancy will not be issued for either building until the

completion of the installation of the landscaping. All construction of the Garden Ridge Connector shall be completed on or before December 15, 2007. All public improvements contemplated by this Garden Ridge IIP Agreement shall be subject to the Town's inspection and approval upon completion, such approval not to be unreasonably withheld or delayed.

(b) The Town agrees to provide an economic development grant to Owner in the amount of \$1,800,000.00 to offset the cost of the construction of Garden Ridge Connector, the cost of the design and construction of roadway improvement, water, sanitary sewer, storm sewer and other utilities, landscaping, lighting, signalization and signage, pursuant to Town specifications as estimated in Exhibit 3 and depicted in Exhibit 4. Owner shall be responsible for any costs for the Garden Ridge Connector that exceeds \$1,800,000.00. Owner shall be entitled to progress payments out of the IIP proceeds during the course of construction of the Garden Ridge Connector. To obtain a progress payment, Owner shall submit to the Town, not more frequently than monthly, a written draw request from Owner's general contractor, accompanied by a schedule of values and certificate of work completed, along with lien waivers with respect to the work to which the payment pertains. The amount of each payment shall be in the amount necessary to compensate for work certified by Owner's general contractor as having been completed since the date of the immediately previous draw request. The Town shall advance the requested amount of each draw request within thirty (30) days after its receipt of the specified submittals with respect thereto. Owner's obligation to construct the Garden Ridge Connector is contingent upon the Town providing the \$1,800,000 economic development grant.

(c) Upon payment of the \$1,800,000 economic development grant by the Town and the construction of the Garden Ridge Connector by Owner, Owner agrees to and shall provide and grant, or cause to be provided and granted, to the Town at no cost all necessary easements and rights-of-way for the public improvements contemplated by this Garden Ridge IIP Agreement. Owner shall submit to the Town all filings required by Town ordinances relative to the construction of the public improvements and the provision of any and all necessary easements and rights-of-way. The Town will provide Owner with correspondence reflecting that any right-of-way was conveyed to the Town under threat of condemnation.

(d) Owner agrees to make, execute and deliver to the Town such other promissory notes, instruments, documents and other agreements as the Town or its attorneys may reasonably request to evidence the IIP.

(e) As a further condition to the final advance hereunder, Owner shall provide the following compliance certificates: Owner shall submit compliance certificates specifying that construction of the aforementioned public improvements has been completed and accepted by the Town in accordance with the terms and conditions of this Garden Ridge IIP Agreement and all Town codes, ordinances and regulations, as verified by the Town, such verification not to be unreasonably withheld or delayed.

(f) Owner agrees to perform and comply in all material respects with all terms, conditions, and provisions set forth in this Garden Ridge IIP Agreement and in all other instruments and agreements between Owner and the Town with respect to the IIP.

Economic Development Incentives for Private Development

12. The word "Private Development" for purposes of this Agreement means construction consisting of office/warehouse/distribution or other structures, whether one or more, as depicted in PD 83. "Private Development" shall include only the increased value of such Property after December 31, 2004. The parties hereto acknowledge and agree that as of the date of this Agreement, the current taxable value of the Property is \$5,685,691.00.

13. The Private Development referenced in Paragraph 12 shall consist of multiple buildings, with individual buildings to be constructed from time to time as market conditions warrant in the opinion of an Owner, subject, however, to that Owner's obligation to complete the Private Development within eight years from the execution date of this Agreement. Each building of the Private Development referenced herein that is constructed and for which a certificate of occupancy is issued by the Town shall receive economic development incentives equal to a flat fifty percent (50%) ad valorem property tax abatement or rebate (exclusive of the value of land or any increase in taxable value attributable to land) and fifty percent (50%) personal property tax abatement or rebate, to be accounted for separately for each particular building, commencing on January 1 of the first calendar year following the date of issuance of a certificate of occupancy for the first occupant for the particular building, and applicable to the five (5) year period commencing on such January 1 date. Such economic development incentives shall be paid by the Town to Owner on or before ninety (90) days following the date Owner pays its ad valorem property taxes and personal property taxes, as applicable.

(a) With respect to those buildings on the east side of Gerault Road (designated in PD 83 as Sites 02, 03, 04 and 14, and containing a building foot print of no greater than 50,000 square feet), an Owner shall be entitled to a seventy percent (70%) tax abatement for a five (5) year period for those buildings in accordance with the terms described above; however, for any building of Sites 02, 03, 04 and 14 for which a building permit has not been issued during eight (8) years following the execution of this Agreement, all incentives for such building(s), whenever built after the expiration of said eight (8) year period, shall revert to a flat fifty percent (50%) tax abatement for a five year period.

(b) Owner understands and agrees that this Agreement in its entirety and all incentives and infrastructure assistance provided herein are conditioned upon the Owner deed restricting that portion of the Property on the east side of Gerault Road and designated in PD 83 as Sites 02, 03, 04, and 14 as provided in subsection (c) below, and that the failure to do so will result in the then Owner of that portion of the Property along the east side of Gerault Road repaying all incentives and infrastructure assistance granted for any portion of the entire Property.

(c) The deed restrictions shall restrict buildings to a foot print of no greater than 50,000 square feet, and the failure of Owner to deed restrict Sites 02, 03, 04 and 14 shall constitute a material breach of this Agreement.

14. In addition to the foregoing abatements or rebates, as referenced in Paragraph 13, above, in the construction of the Private Development, as generally depicted in PD 83, an Owner shall receive (i) permit fee waivers, including all construction-related permits, and (ii) the

expedited processing of site plans, plats and other filings required by the Town, and (iii) impact fees shall be assessed at twenty-five percent (25%) of the applicable impact fees (no impact fees will be charged for Lakeside Parkway and Gerault Road), and such other consideration as may be approved by the Town pursuant to its economic development incentives policies.

15. In the event an Owner is required to pay any agricultural rollback taxes, the Town shall rebate to that Owner in a timely manner (but not later than thirty days following the payment thereof to the Town) an amount identical to the agricultural rollback taxes paid to the Town by that Owner.

16. Notwithstanding any provision in this Agreement to the contrary, once the Owner of any portion of the Property constructs one or more buildings on its portion of the Property meeting the minimum valuation set forth below, such Owner shall be entitled to the incentives set forth below, there will be no recapture of those incentives, and the Owner and its Property shall be released from any obligation whatsoever contained in this Agreement:

(a) In the event that on or before January 1, 2013, the Owner of any portion of the Property constructs one or more buildings that result in the cumulative total assessed taxable value of all land and improvements to be less than \$6.81 per square foot of land on that Owner's portion of the Property ($\$55,685,691 \div 8,175,111$ square feet), that Owner is entitled to no economic development incentives and shall refund to the Town One Hundred Percent (100%) of (i) all agricultural rollback taxes rebated by the Town for that portion of the Property; (ii) the full amount of all impact fees waived by the Town on that portion of the Property; (iii) the full amount of all ad valorem property taxes rebated or abated by the Town on that portion of the Property; and (iv) the amount of all permit fees waived by the Town on that portion of the Property (items (i) through (iv), above, are collectively referred to as the "Economic Development Incentives"). Such payments by Owner to the Town shall be made on or before March 31, 2013, and the failure to do so shall result in a lien being placed on that portion of the Property, pursuant to Paragraph 29 herein.

(b) In the event that on or before January 1, 2013, the Owner of any portion of the Property constructs one or more buildings that result in the cumulative total assessed taxable value of all land and improvements of \$6.81 per square foot of land but less than \$9.87 per square foot of land on that Owner's portion of the Property ($\$80,685,691 \div 8,175,111$ square feet), the Owner of such portion of the Property shall be entitled to the Economic Development Incentives except that the Owner shall refund to the Town Fifty Percent (50%) of the full amount of all ad valorem property taxes rebated or abated by the Town on that portion of the Property. Such payment to the Town shall be made on or before March 31, 2013, and the failure to do so shall result in a lien being placed on that portion of the Property, pursuant to Paragraph 29 herein.

(c) In the event that on or before January 1, 2013, the Owner of any portion of the Property constructs one or more buildings that result in the cumulative total assessed taxable value of all land and improvements of \$9.87 per square foot of land but less than \$13.54 per square foot of land on that Owner's portion of the Property ($\$110,685,691 \div 8,175,111$ square feet), the Owner of such portion of the Property shall be entitled to the Economic Development

Incentives except that the Owner shall refund to the Town Twenty-Five Percent (25%) of the full amount of all ad valorem property taxes rebated or abated by the Town on that portion of the Property. Such payment to the Town shall be made on or before March 31, 2013, and the failure to do so shall result in a lien being placed on that portion of the Property, pursuant to Paragraph 29 herein.

(d) In the event that on or before January 1, 2013, the Owner of any portion of the Property constructs one or more buildings that result in the cumulative total assessed taxable value of all land and improvements of \$13.54 per square foot of land or more on that Owner's portion of the Property, the Owner of such Property shall be entitled to the Economic Development Incentives.

(e) In the event that as of January 1 of any year up to and including January 1, 2013, the assessed taxable value of land and improvements for the total Property is \$110,685,691 or more, then any Owner of an undeveloped portion of the Property that constructs one or more buildings and obtains a certificate of occupancy on or before January 1, 2013, shall be entitled to the Economic Development Incentives.

17. In the event a major national tenant for the Project is secured by Owner, and said major national tenant's proposed operations are consistent with the Town's vision for the Lakeside Business District, as expressed in the Town's Master Plan, as amended, Owner may approach the Town for consideration of additional incentives.

General Terms Applicable to this Agreement in its Entirety

18. In the event the Property, or a portion thereof, is conveyed, such conveyed portion shall remain subject to this Agreement. Upon the conveyance of all or a portion of the Property, the then Owner shall assume all rights and obligations then existing for the Property so acquired and the grantor shall have no further rights or obligations. The action or inaction of one Owner shall not affect the rights and obligations of other Owners.

19. All Private Development shall be consistent with all Town codes and ordinances as well as any other regulations or plans relative to the Property, including the Lakeside Business District Area Plan and the Town's Master Plan 2001. This Agreement does not constitute a waiver by the Town of any development ordinances or conditions. Further, Owner acknowledges that by executing this Agreement, no entitlement or agreements concerning zoning or land use shall arise, either implied or otherwise.

20. As consideration for the agreements of the Town as contained herein, Owner agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Private Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

21. Each of the following shall constitute an Event of Default under this Agreement:

(a) Failure of an Owner to continuously maintain and operate the Private Development on that Owner's portion of the Property for the term of the real property tax

abatement for that portion of the Property hereof, and Owner fails to cure such failure within thirty (30) days after written notice from the Town describing such failure, or if such failure cannot be cured within such 30-day period in the exercise of all due diligence, then if Owner fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such failure.

(b) False Statements. Any warranty, representation or statement made or furnished to the Town by or on behalf of Owner under this Agreement or any document(s) related hereto is/are false or misleading in any material respect, either now or at the time made or furnished, and Owner fails to cure same within thirty (30) days after written notice from the Town describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if Owner fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if Owner learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and Owner fails to provide written notice to the Town of the false and misleading nature of such warranty, representation or statement within ten (10) days after Owner learns of its false or misleading nature.

(c) Insolvency. The dissolution or termination of an Owner's existence as a going business, an Owner's insolvency, appointment of receiver for any part of that Owner's portion of the Property, any assignment of all or substantially all of the assets of Owner for the benefit of creditors of an Owner, any type of creditor workout for Owner, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against an Owner unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

(d) Construction of Garden Ridge Connector. Owner's failure to complete the construction of the Garden Ridge Connector and all associated public improvements by December 15, 2007, except to the extent such failure is caused by any act or failure to act on the part of the Town.

(e) Property Taxes. An Owner allows its property taxes owed to the Town to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from the Town and/or Denton Central Appraisal District.

(f) Other Defaults. Failure of Owner or Town to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, or failure of Owner or Town to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the Town and Owner, and Owner or Town fails to cure such failure within thirty (30) days after written notice from the Town or Owner, as the case may be, describing such failure, or if such failure cannot be cured within such 30-day period in the exercise of all due diligence, then if Owner or Town fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such failure.

22. If any Event of Default by an Owner shall occur, and after Owner fails to cure same in accordance herewith, all Economic Development Incentives and the pro rata portion of the infrastructure assistance that have accrued to the benefit of the Owner and/or its successors on that Owner's portion of the Property under this Agreement shall be due and owing to the Town subject to any and all lawful offsets, settlements, deductions or credits to which Owner and/or its successors may be entitled. The default of one Owner of a portion of the Property shall have no effect on the rights of the Owners of the remainder of the Property. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

23. No modifications or amendments to this Agreement shall be valid unless in writing and signed by the Town and the Owner of the portion of the Property that is subject to the modification or amendment.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

25. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

26. The signatories hereto shall be subject to all ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein.

27. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on Owner's behalf has full authority to execute this Agreement and bind Owner to the same.

28. The Town's obligations hereunder are expressly conditioned upon Owner's obtaining satisfactory subordination of the interests of prior lienholders on the Property or other terms acceptable to the Town that protect the Town's interests. Any limitations on such subordination shall be approved in writing by the Town.

29. All liens or encumbrances upon Property created by this Agreement (other than the assessments referenced in Paragraphs 2 and 3, above) shall be governed by the same provisions as for water and sewer assessments, in accordance with Chapter 402 of the Texas Local Government Code, as amended. The rights of the parties hereto shall be governed in accordance with those provisions of Chapter 402 of the Texas Local Government Code.

30. The Town Council shall authorize the Mayor of the Town to execute this Agreement on behalf of the Town.

31. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

32. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

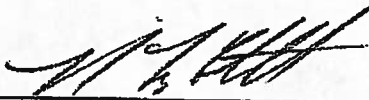
33. This Agreement shall be filed in the deed records of Denton County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of Owner. Upon any sale or other transfer of ownership rights in the Property, Owner shall notify the Town in writing of such sale or transfer within forty-five (45) business days of such sale or transfer. Such provision is a material term of this Agreement and the failure to notify the Town of such sale or transfer within the applicable period shall constitute a default and result in all assessments and/or liens being due and payable upon demand by the Town.

34. Owner hereby agrees that any land or property it donates to the Town is roughly proportional to the need for such land and Owner hereby waives any claim therefor that it may have. Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Lakeside Parkway/Gerault Road Program and the Garden Ridge Connector. Both Owner and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the Lakeside Parkway/Gerault Road Program and the Garden Ridge Connector.

OWNER:

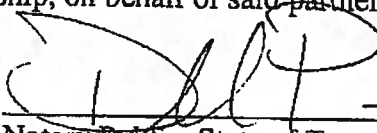
**LNR LAKESIDE BUSINESS PARK LIMITED
PARTNERSHIP**
a Texas limited partnership

By: LNR Lakeside, Inc., a Texas corporation, its
General Partner

By: 
Name: R. LANG COTTRELL
Title: VICE PRESIDENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 15TH day of DECEMBER,
2004, by R. LANG COTTRELL, VICE PRESIDENT
of LNR Lakeside, Inc., a Texas corporation, General Partner of LNR Lakeside Business Park
Limited Partnership, a Texas limited partnership, on behalf of said partnership.


Notary Public, State of Texas

TOWN OF FLOWER MOUND, TEXAS

By: Jody A. Smith
Jody A. Smith, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the 6th day of December, 2004, by Jody A. Smith, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Tammy Follett
Notary Public, State of Texas
JULY 10, 2006
My Commission Expires
Notary Public, State of Texas
TAMMY FOLLETT

ATTEST:

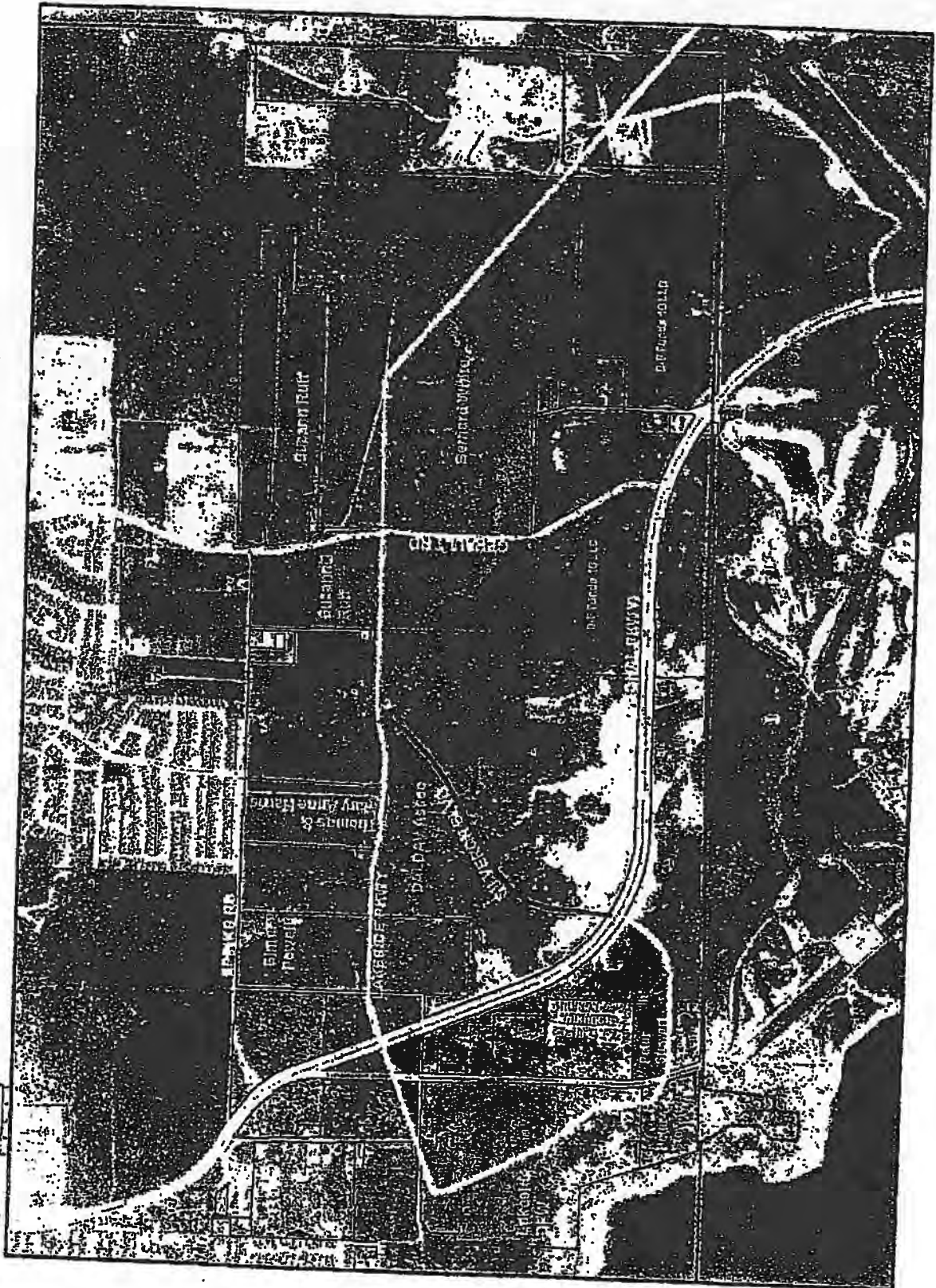
Paula Lawrence
Paula Lawrence, CMC, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch
Terrence S. Welch, Town Attorney

*We know this is not copy.
Judy Rogers*

Exhibit 1 Lakeside Business District



Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

TRACT I

Northern Tract

**J. Turner Survey, Abstract No. 1251, and
J. Knight Survey, Abstract No. 722
Town of Flower Mound, Denton County, Texas**

DESCRIPTION, of a 106.010 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, and J. Knight Survey, Abstract No. 722, Town of Flower Mound, Denton County, Texas; said tract being part of the same tract described in Warranty Deed to Bernard and Mary White Lifetime Trust as recorded in Volume 5159, Page 182 of the Real Property Records of Denton County, Texas; said 106.010 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch Iron rod with "Pacheco Koch" cap set for corner at the intersection of the east right-of-way line of Gerault Road (a variable width right-of-way) with the north right-of-way line of Lakeside Parkway (a 120' right-of-way);

THENCE, along the east right-of-way line of said Gerault Road the following three (3) calls:

North 01 degrees, 36 minutes, 24 seconds, West, a distance of 29.58 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point being the beginning of a tangent curve to the left;

Northwesterly along said tangent curve to the left through a central angle of 16 degrees, 31 minutes, 14 seconds, a radius of 1060.00 feet, an arc distance of 305.64 feet, on a chord bearing and distance of North 09 degrees, 52 minutes, 01 seconds West, 304.58 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

North 18 degrees, 07 minutes, 38 seconds West, a distance of 232.89 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point being the southwest corner of a tract of land described in deed to Harvey D. Miller as recorded in Volume 4958, Page 5185, Real Property Records of Denton County, Texas;

THENCE, North 86 degrees, 53 minutes, 07 seconds East, departing said Gerault Road and along the south line of said Miller tract, a distance of 49.03 feet to a 1/2-inch Iron rod found for an angle point;

THENCE, North 86 degrees, 07 minutes, 01 seconds East, along the south line of said Miller tract, a distance of 186.13 feet to a 60d nail in a fence post found for the southeast corner of said Miller tract; said point being in the south line of a tract of land described in deed to Suzann Ruff as recorded in Volume 2162, Page 243, Real Property Records of Denton County, Texas;

THENCE, along the south line of said Ruff tract the following three (3) calls:

North 87 degrees, 47 minutes, 54 seconds East, a distance of 2395.85 feet to a fence post found for corner;

North 02 degrees, 22 minutes, 26 seconds West, a distance of 334.85 feet to a 1/2-inch iron rod found for corner;

North 88 degrees, 27 minutes, 32 seconds East, a distance of 786.48 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being the northwest corner of a tract of land described in deed to the Town of Flower Mound as recorded in County Clerk's File No. 96-R0049273, Official Public Records of Real Property, Denton County, Texas;

THENCE, along the west and south lines of said Town of Flower Mound tract the following four (4) calls:

South 02 degrees, 16 minutes, 59 seconds East, a distance of 254.41 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

North 87 degrees, 43 minutes, 01 seconds East, a distance of 450.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

South 02 degrees, 16 minutes, 59 seconds East, a distance of 168.95 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

North 87 degrees, 43 minutes, 01 seconds East, a distance of 143.29 feet to a 1/2-inch iron rod found for corner; said point being in the west line of a tract of land described in deed to Robert S. Beall as recorded in Volume 96103, Page 2465, Real Property Records of Denton County, Texas;

THENCE, South 01 degrees, 32 minutes, 30 seconds East, along the west line of said Beall tract, a distance of 2385.33 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point being in the northeasterly right-of-way line of said Lakeside Parkway;

THENCE, along the northerly right-of-way line of said Lakeside Parkway the following three (3) calls:

North 50 degrees, 58 minutes, 01 seconds West, a distance of 2587.30 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point being the beginning of a tangent curve to the left;

Northwesterly, along said tangent curve to the left through a central angle of 41 degrees, 41 minutes, 49 seconds, a radius of 910.00 feet, an arc distance of 662.25 feet, on a chord bearing and distance of North 71 degrees, 48 minutes, 57 seconds West, 647.73 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

South 87 degrees, 20 minutes, 08 seconds West, a distance of 1325.71 feet to the POINT OF BEGINNING;

CONTAINING: 4,617,775 square feet or 106.010 acres of land, more or less.

TRACT II**Southern Tract**

J. Turner Survey, Abstract No. 1251, and
 J. Knight Survey, Abstract No. 722
Town of Flower Mound, Denton County, Texas

DESCRIPTION, of a 123.535 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, and J. Knight Survey, Abstract No. 722, Town of Flower Mound, Denton County, Texas; said tract being part of the same tract described in Warranty Deed to Bernard and Mary White Lifetime Trust as recorded in Volume 5159, Page 182 of the Real Property Records of Denton County, Texas; said 123.535 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of the east right-of-way line of Gerault Road (a variable width right-of-way) with the south right-of-way line of Lakeside Parkway (a 120' right-of-way);

THENCE, along the south right-of-way line of said Lakeside Parkway the following three (3) calls:

North 87 degrees, 20 minutes, 08 seconds East, a distance of 1315.43 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point being the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the right through a central angle of 41 degrees, 41 minutes, 49 seconds, having a radius of 790.00 feet, an arc distance of 574.92 feet, on a chord bearing and distance of South 71 degrees, 48 minutes, 57 seconds East, 562.32 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

South 50 degrees, 58 minutes, 01 seconds East, a distance of 2690.05 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point being in the west line of a tract of a tract of land described in deed to Robert S. Beall as recorded in Volume 96103, Page 2465, Real Property Records of Denton County, Texas;

THENCE, South 01 degrees, 32 minutes, 30 seconds East, along the west line of said Beall tract, a distance of 161.05 feet an aluminum disk found for corner; said point being the northeast corner of Lot 1B, Block A, Lakeside Trade Center, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet U, Page 554, Plat Records of Denton County, Texas;

THENCE, South 87 degrees, 13 minutes, 44 seconds West, along the north line of said Lot 1B, Block A, passing at a distance of 1086.75 feet, the northeast corner of Lot 1A, Block A, said Lakeside Trade Center Addition, and continuing along the north line of said Lot 1A, Block A, in all a total distance of 1974.14 feet a 1-inch iron pipe found for the northwest corner of said Lot 1A, Block A; said point being the northeast corner of a tract of land described in deed to Robert C. Douglas as recorded in Volume 456, Page 343, Real Property Records of Denton County, Texas;

THENCE, South 86 degrees, 37 minutes, 01 seconds West, a distance of 276.81 feet, along the north line of said Douglas tract, to a 5/8-inch iron rod found for corner;

THENCE, North 03 degrees, 06 minutes, 03 seconds West, along the northerly line of said Douglas tract, passing at a distance of 172.10 feet, a 1/2-inch iron rod found for the southeast corner of a tract of land described in deed to Eugene W. Bippert, Jr., as recorded in Volume 760, Page 932, Real Property Records of Denton County, Texas, and continuing along the east line of

said Bippert tract, passing at a distance of 308.82 feet, a 1/2-inch iron rod found for the southeast corner of a tract of land described in deed to Lee Price as recorded in Volume 5250, Page 3675, Real Property Records of Denton County, Texas, and continuing along the east line of said Price tract, in all a total distance of 445.92 feet to a 3/8-inch iron rod found for the northeast corner of said Price tract;

THENCE, South 88 degrees, 00 minutes, 13 seconds West, along the north line of said Price tract, a distance of 340.62 feet to a 3/8-inch iron rod found for the northwest corner of said Price tract; said point being the northeast corner of said D-F Fund 18, L.L.C., tract;

THENCE, South 87 degrees, 37 minutes, 32 seconds West, along the north line of said D-F Fund 18, L.L.C., tract, a distance of 1236.29 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner in the east right-of-way line of said Gerault Road; said point being the beginning of a non-tangent curve to the right whose center bears North 66 degrees, 14 minutes, 10 seconds East, 800.00 feet from this point;

THENCE, along the east right-of-way line of said Gerault Road the following four (4) calls:

Northwesterly, along said non-tangent curve to the right through a central angle of 22 degrees, 09 minutes, 26 seconds, an arc distance of 309.37 feet, on a chord bearing and distance of North 12 degrees, 41 minutes, 07 seconds West, 307.45 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

North 01 degrees, 36 minutes, 24 seconds West, a distance of 1014.50 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for an angle point;

North 01 degrees, 39 minutes, 49 seconds East, a distance of 219.13 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for an angle point;

North 01 degrees, 36 minutes, 24 seconds West, a distance of 166.02 feet to the POINT OF BEGINNING;

CONTAINING: 5,381,187 square feet or 123.535 acres of land, more or less.



HILL & WILKINSON, LTD.
General Contractors

GARDEN RIDGE

LAKESIDE RANCH BUSINESS PARK
FLOWER MOUND, TEXAS

11/03/04

<u>DESCRIPTION</u>	<u>GARDEN RIDGE</u> <u>TOTAL</u>
1 EARTHWORK	179,482
2 LANDSCAPE AND IRRIGATION	0
3 SITE UTILITY	337,864
4 TURNKEY CONCRETE	469,539
5 MISCELLANEOUS CONCRETE	10,860
6 SITE SPECIALTIES	4,019
7 MASONRY	0
8 STRUCTURAL & MISC. STEEL	0
9 CARPENTRY	0
10 MILLWORK	0
11 ROOFING	0
12 CAULKING & SEALANTS	7,827
13 DOORS, FRAMES & HARDWARE	0
14 GLASS & GLAZING	0
15 DRYWALL & ACOUSTICAL	0
16 EIFS	0
17 FLOORING	0
18 PAINT	0
19 MISC. SPECIALTIES	0
20 EQUIPMENT	0
21 ELEVATORS	0
22 FIRE PROTECTION	0
23 PLUMBING	0
24 HVAC	0
25 ELECTRICAL	17,763
26 ALLOWANCE	150,000
27	
28 SUBTOTAL	1,177,154
29 GENERAL CONDITIONS	175,089
30 SUBTOTAL	1,352,243
31 LABOR FRINGES	INCL.
32 SALES TAX	INCL.
33 BUILDERS RISK	1,886
34 GENERAL LIABILITY/UMBRELLA	10,660
35 BUILDING PERMIT	BY OTHERS
36 PLAN REVIEW FEE	BY OTHERS
37 ASSOCIATION FEES	2,212
38 PAYMENT & PERFORMANCE BOND	N.I.C.
39 SUBTOTAL	1,367,000
40 CONTRACTOR'S FEE	110,000
41 DESIGN FEES	N.I.C.
42 TOTAL:	1,477,000
43 COST PER PAVING SQUARE FOOT	15.28
44 COST PER PAVING LINER FOOT / EACH	985

EXHIBIT 3

QUALIFICATIONS:

- 1 Proposal is based on a typical 8" 3500 psi concrete city street as shown on Sheets C1.1 and C1.2
- 0 prepared by Pacheco Koch dated August 2004
- 2 Earthwork based on a cut and fill average of 6"
- 3 Lime stabilization is included beneath the paving, turn lanes and decel lanes.
- 4 No new and /or modifications to existing site utilities are included at the turn and decel lanes
- 5 Caulking at paving joints included as hot poured rubber.
- 6 Design fees, Geotechnical soil report and construction material testing are by others.
- 7 Building permits are by others and are not included.
- 8 Construction schedule is based on five (5) month duration from receipt of building permit.
- 9 Payment and Performance Bond for this budget amount would add \$35,000.

<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>TOTAL</u>
EARTHWORK		
strip top soil	4,568 cy	9,258
cut, fill & scarify existing	31,143 cy	124,571
lime stabilize paving subgrade	96,650 sf	34,794
silt fence	4,000 lf	7,000
sawcut curb	230 lf	485
barricades	1 ls	750
clean street	1 ls	250
layout / verify	5 day	1,500
Turnlanes		
remove existing concrete & dirt	96,000 sf	96,000
lime stabilize paving subgrade	96,000 sf	34,560
silt fence	6,600 lf	11,550
sawcut curb	6,600 lf	13,345
barricades	17 ea	12,750
clean street	17 ls	4,250
layout / verify	51 day	15,300
Decel lanes		
remove existing concrete & dirt	81,600 sf	81,600
lime stabilize paving subgrade	81,600 sf	29,376
silt fence	6,800 lf	11,900
sawcut curb	6,800 lf	13,750
barricades	16 ea	12,000
clean street	16 ls	4,000
layout / verify	48 day	14,400
SubGuard	1 ls	2,679
SUBTOTAL		536,048
LANDSCAPE AND IRRIGATION		
hydromulch disturbed areas	73,450 sf	0
temporary irrigation	73,450 sf	0
Turnlanes		
landscape & irrigation	1 ls	0
Decel lanes		
landscape & irrigation	1 ls	0
SubGuard	n/a ls	0
SUBTOTAL		0
SITE UTILITY		
DOMESTIC WATER 12"	1,500 lf	45,000
FIRE HYDRANTS	5 ea	10,000

STORM SEWER & INLETS		
18" RCP laterals	313 lf	11,263
42" RCP - on site	918 lf	77,096
42" RCP - off site	455 lf	38,212
48" RCP - off site	17 lf	1,584
60" RCP - off site	821 lf	74,518
60" Headwall - off site	1 ea	5,000
10' curb inlets	4 lf	10,000
SANITARY SEWER 8"	1,500 lf	62,500
SANITARY SEWER MANHOLE	3 ea	7,500
Turnlanes		
Turnlane utility modifications	n/a ea	0
Decel lanes		
Decel lane utility modifications	n/a ea	0
SubGuard	1 ls	4,990
SUBTOTAL		337,664
TURNKEY CONCRETE		
light pole bases	4 ea	2,780
walks	0 sf	0
paving	96,650 sf	449,150
pump paving concrete	2,771 cy	11,085
forming material & labor	1 ls	incl.
concrete material & labor	2,771 cy	incl.
reinforcing material & labor	31 tns	incl.
Turnlanes		
Turnlanes	96,000 sf	444,805
forming material & labor	1 ls	incl.
concrete material & labor	2,501 cy	incl.
reinforcing material & labor	30 tns	incl.
Turnlane sidewalks	0 sf	0
Decel lanes		
Decel lanes	81,600 sf	396,987
forming material & labor	1 ls	incl.
concrete material & labor	2,126 cy	incl.
reinforcing material & labor	26 tns	incl.
Decel lane sidewalks	0 sf	0
SubGuard	1 ls	19,572
SUBTOTAL		1,324,379
MISCELLANEOUS CONCRETE		
backfill curb & gutter	4,970 lf	7,448
clean paving	96,650 sf	2,897
Turnlanes		
backfill curb & gutter	6,600 lf	9,890
clean paving	96,000 sf	2,877
Decel lanes		
backfill curb & gutter	6,800 lf	10,190
clean paving	81,600 sf	2,446
consumables	1 ls	1,549
SUBTOTAL		37,296
SITE SPECIALTIES		
parking striping & buttons	96,650 sf	3,866
stop signs	1 ls	incl.
wheel stops	n/a ls	0

Turnlanes			
parking striping & buttons	96,000	sf	14,400
Decel lanes			
parking striping & buttons	81,600	sf	12,240
SubGuard	1	ls	458
SUBTOTAL			30,964
MASONRY			
masonry work	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
STRUCTURAL & MISC. STEEL			
structural & misc. steel	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
CARPENTRY			
carpentry work	n/a	ls	0
SUBTOTAL			0
MILLWORK			
millwork	n/a	lf	0
SubGuard	n/a	ls	0
SUBTOTAL			0
ROOFING			
roofing	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
CAULKING & SEALANTS			
caulk paving joints	5,451	lf	6,814
caulk paving saw joints	1,667	lf	750
Turnlanes			
caulk paving joints	19,400	lf	24,250
caulk paving saw joints	9,603	lf	4,321
Decel lanes			
caulk paving joints	10,197	lf	12,746
caulk paving saw joints	8,163	lf	3,673
SubGuard	1	ls	788
SUBTOTAL			53,342
DOORS, FRAMES & HARDWARE			
doors, frames & hardware	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
GLASS & GLAZING			
glass & glazing	n/a	ls	0
SubGuard	n/a	ls	0

SUBTOTAL			0
DRYWALL & ACOUSTICAL			
drywall & acoustical work	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
EIFS			
EIFS work	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
FLOORING			
flooring	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
PAINT			
paint	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
MISC. SPECIALTIES			
Misc specialties	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
EQUIPMENT			
equipment	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
ELEVATORS			
elevator	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
FIRE PROTECTION			
sprinkler system	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
PLUMBING			
plumbing	n/a	ls	0
SubGuard	n/a	ls	0
SUBTOTAL			0
HVAC			
HVAC	n/a	ls	0

SubGuard	n/a	ls	0
SUBTOTAL			0
ELECTRICAL			
street lights	5	ea	17,500
light pole bases	with conc.	ea	0
SubGuard	1	ls	263
SUBTOTAL			17,763
ALLOWANCE			
traffic signal	1	ls	150,000
SubGuard	1	ls	incl.
SUBTOTAL			150,000
TOTAL	EST		2,487,456
TOP SHEET			2,487,456

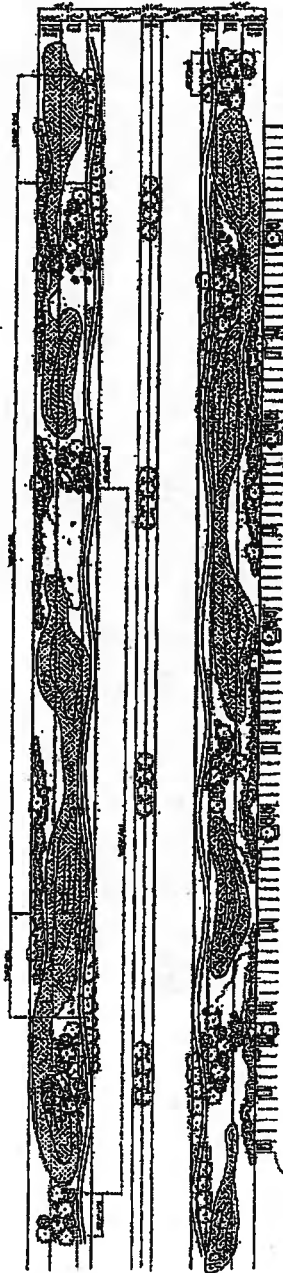
• The Right of Way Zone:

o **Trees:** Trees shall be planted in "informal" drifts no less than 100 feet in length and no more than 700 feet apart with an alternating pattern across the street. Trees shall be of the same species along any common street Right of Way. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment with the minimum number of trees in such drifts (along Lakeside Blvd.) equaling one tree for every 70 feet of property frontage along Lakeside Blvd.

Grasses and Ground Cover: Grasses and ground cover shall comprise the remaining unplanted area of the Right of Way zone (including the median). A native grass mix shall be "mulched/seeded" in a natural configuration that has a curvilinear edge. The area of such Native Grass "Seed" mix shall cover no less than 20% of the total area of the Right of Way Zone. Remaining unplanted portions shall be planted with a irrigated Buffalo Grass or Bermuda Grass. Maintenance edges shall be provided where the irrigated grasses and the native grasses come together. Any portion of the irrigated grass may be planted in a ground cover. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade tolerant ground cover.

• Note:

Schematic landscape plan shows required F.O.W. and median plantings only. Refer to PD #83 for approved plant list and complimentary landscape standards in the streetscape buffer and landscape setback buffer.



Report Bench, CA | Dallas, TX | Atlanta, GA | Miami Beach, FL | Quincy, MA
 Jeff Gustafson • 972.392.0707
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01

LAKESIDE RANCH BUSINESS PARK
SCHEMATIC LANDSCAPE PLAN



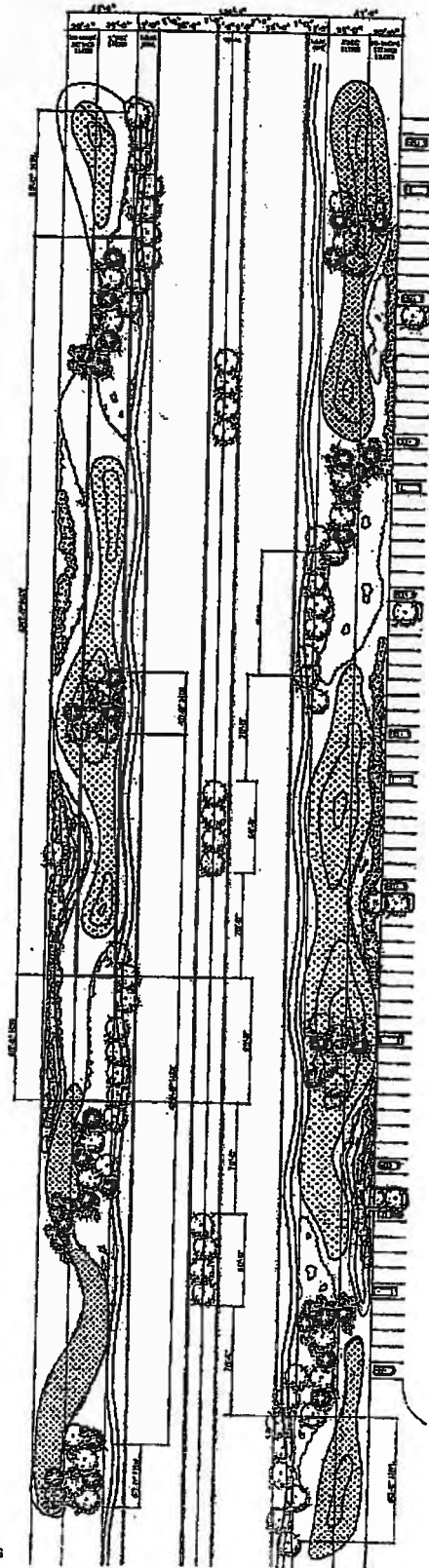
The Right of Way Zone

Trees: Trees shall be planted in "informal" drifts no less than 80 feet in length and no more than 480 feet apart. Trees shall be of the same species along any common street Right of Way. Trees in such drifts shall be planted at a maximum of 15 feet on center in a staggered alignment with the minimum number of trees in such drifts (along Garden Ridge Rd.) equating one tree for every 60 feet of property frontage along Garden Ridge Blvd.

○ **Grasses and Ground Cover:** Grasses and ground covers shall comprise the remaining unplanted area of the Right of Way zone (including the median). A native grass mix shall be "mulched seeded" in a natural configuration that has a curvilinear edge. The area of such "Native Grass Seed" mix shall cover no less than 20 % of the total area of the Right of Way Zone. Remaining unplanted portions shall be planted with a irrigated Buffalo Grass or Bermuda Grass. Maintenance edges shall be provided where the irrigated grasses and the native grasses come together. Any portion of the irrigated grass may be planted in a ground cover. Shaded ground areas beneath canopy trees shall be maintained as a mulch bed or be planted with a shade-tolerant ground cover.

• Note:

Schematic landscape plan shows required R.O.W. and median plantings only. Refer to PD #83 for approved plant list and complimentary landscape standards in the streetscape buffer and landscape setback buffer.



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01

LAKE SIDE RANCH BUSINESS PARK
SCHEMATIC LANDSCAPE PLAN

EXHIBIT 5
380 PARTNERSHIP AGREEMENT COST AS OF DECEMBER 2003
White Property

Total Project Costs*:		\$18,381,600.12
Less Costs Funded by 1997 Town Debt:	\$	6,200,000.00
Less cost Funded by Denton County:	\$	1,000,000.00
380 Agreement Eligible Project Costs:	\$	11,181,600.12
Total Frontage (feet):	\$	49,396.00
380 Agreement Cost Per Front Foot:	\$	226.37
Plus Interest Per Front Foot**:		\$119.64
Base 380 Agreement Cost Per Front Foot:	\$	346.01
Annual 380 Agreement Debt Service Per Front Foot:		
For First Seven Years:		N/A
Adjusted For Next 13 Years***:	\$	19.03
White Property:		
Size of Tract (acres):		241.94
Size of Tract (square feet):		10,538,906.40
Frontage (feet):		11445.16
Value of Improvements:	\$	2,580,800.92
380 Partnership Agreement (No Development/Worst-case Scenario):		
Total Debt Service:	\$	2,831,510.93
Annual Debt Service:	\$	217,808.53
Debt Service Per Square Foot:	\$	0.27

* Project cost consist of: Engineering, Right-of-Way Acquisition, Construction, Testing, Construction Management.

** Interest is projected at 5.5% over a twenty-year period.

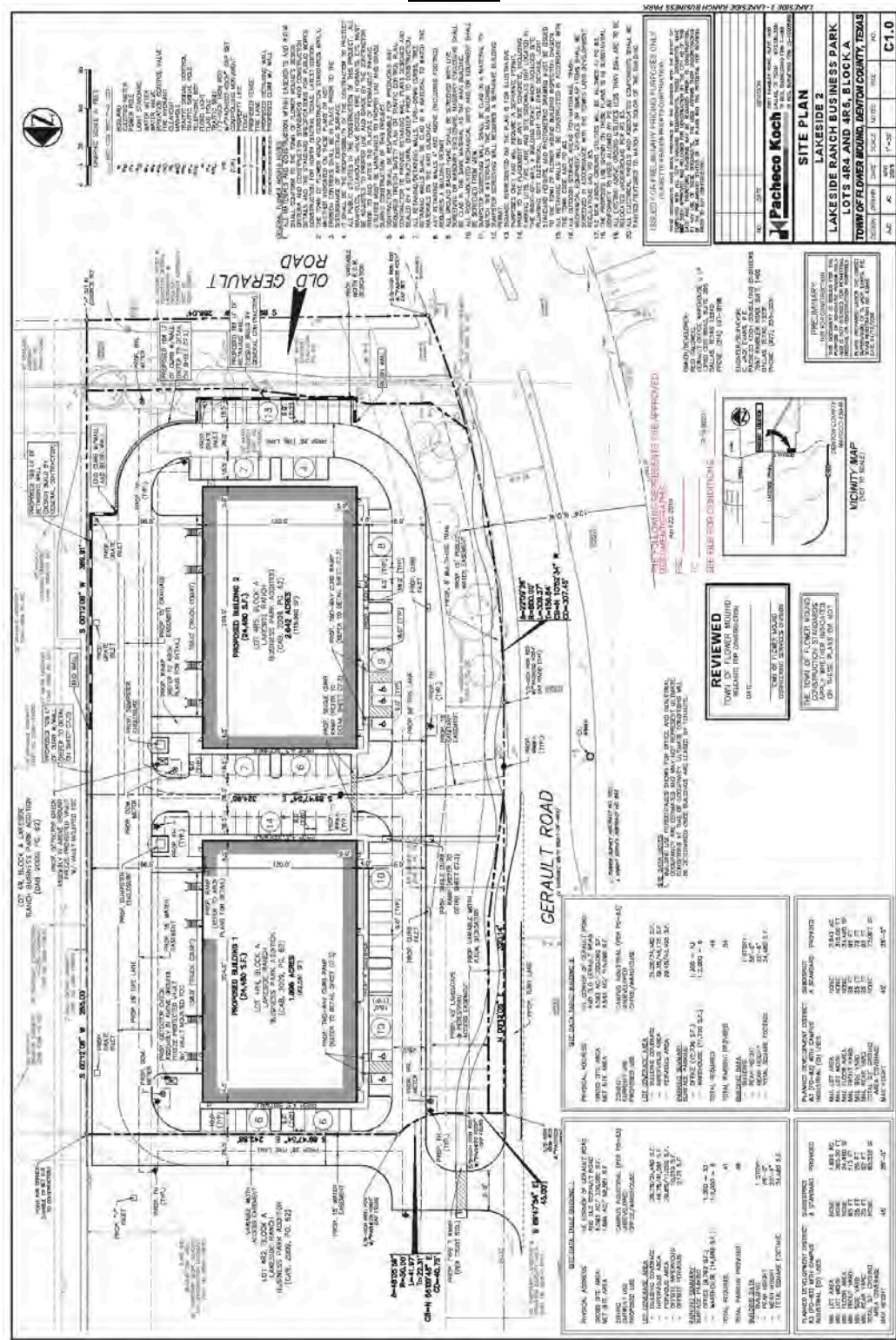
Exhibit 6

<u>FYE</u> <u>9/30</u>	Certificates of Obligation Series 2005	
	5.25%	
2006	\$	147,571
2007		146,897
2008		147,492
2009		147,197
2010		147,452
2011		147,517
2012		147,394
2013		147,082
2014		147,281
2015		147,254
2016		147,001
2017		147,221
2018		147,177
2019		146,868
2020		146,996
2021		146,822
2022		147,046
2023		146,930
2024		147,174
2025		147,041
2026		
2027		
2028		
2029		
Totals	\$	2,943,412

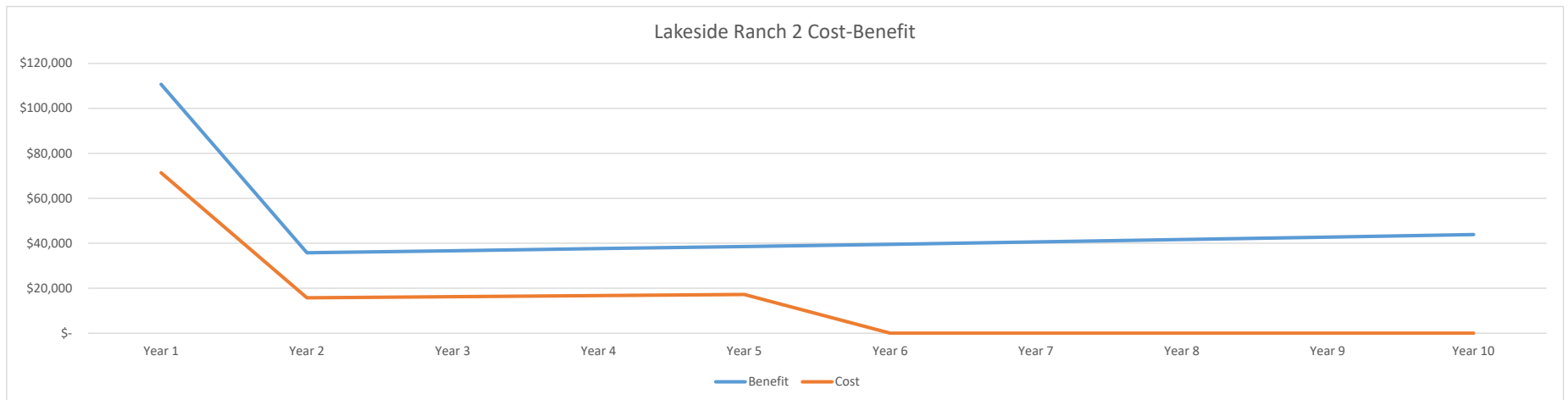
Estimated Average
Annual Debt Service:

\$ 147,171

Site Plan



Gerault Office Warehouse I, LP (400 & 450 Gerault)												
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
Benefit		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
+3% rate	Real Property Value	\$ 7,000,000	\$ 7,210,000	\$ 7,426,300	\$ 7,649,089	\$ 7,878,562	\$ 8,114,919	\$ 8,358,366	\$ 8,609,117	\$ 8,867,391	\$ 9,133,412	
	Real Property Tax Revenue	\$ 30,555	\$ 31,472	\$ 32,416	\$ 33,388	\$ 34,390	\$ 35,422	\$ 36,484	\$ 37,579	\$ 38,706	\$ 39,867	\$ 350,279
w/ depreciation	Business Personal Property	\$ 1,000,000	\$ 990,000	\$ 980,100	\$ 970,299	\$ 960,596	\$ 950,990	\$ 941,480	\$ 932,065	\$ 922,745	\$ 913,517	
		\$ 4,365	\$ 4,321	\$ 4,278	\$ 4,235	\$ 4,193	\$ 4,151	\$ 4,110	\$ 4,068	\$ 4,028	\$ 3,988	\$ 41,737
	Building Permit Fees	\$ 7,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,650
	Drainage Inspection Fee	\$ 3,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,556
	Impact Fees	\$ 64,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,588
Cost		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
75%	Impact Fee Rebate	\$ 48,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,441
100%	Building Permit Fee Waiver	\$ 7,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,650
50%	Real Property Abatement (5-years)	\$ 15,278	\$ 15,736	\$ 16,208	\$ 16,694	\$ 17,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,110
Analysis		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	Benefit	\$ 110,714	\$ 35,793	\$ 36,694	\$ 37,624	\$ 38,583	\$ 39,573	\$ 40,594	\$ 41,647	\$ 42,734	\$ 43,855	\$ 467,810
	Cost	\$ 71,368	\$ 15,736	\$ 16,208	\$ 16,694	\$ 17,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137,201
	Net Benefit	\$ 39,345	\$ 20,057	\$ 20,486	\$ 20,929	\$ 21,388	\$ 39,573	\$ 40,594	\$ 41,647	\$ 42,734	\$ 43,855	\$ 330,609



Town Council Future Agenda Items



SCHEDULED	6/15/2020	Consent	Consider approval of Change Order No. 1 for the construction of the Morriss Road 20-inch Water Line (Forest Vista To Lake Bluff) project, amending the contract with Western Municipal Construction of Texas, LLC, to provide for an increase to the contract in the amount of \$51,861.34; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase of Monoclor RCS Disinfectant Residual Management services from UGSI Solutions, Inc., a sole source provider, for work associated with the Bruton-Orand Chlorination System project, in the amount of \$173,200.00; and authorization for the Mayor to execute on behalf of the Town.
		Consent	Consider approval of a Contract for Services with Path Studio, to paint a mural at the Gerault Park playground, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of XXX professional engineering firms to provide professional engineering services, XXX geotechnical engineering firms to provide material testing services, XXX independent property appraisal firms to provide real property appraisals, and XXX subsurface utility engineering firms to provide subsurface utility engineering for the Town, for a two-year term ending June 1, 2022.
		Consent	Consider approval of the purchase of new patrol rifles utilizing available seizure funds.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 1, 2020.
		Regular	Consider approval of a Construction Agreement with Muniz Construction Inc., for the High Road Water Line Replacement Phase III project, in the amount of \$1,225,406.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider an ordinance granting Specific Use Permit No. 462 (SUP20-0004 - Mueller Accessory Dwelling) to permit an accessory dwelling. The property is generally located south of Bay Park Court and east of Bayshore Drive. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its June 8, 2020, meeting.)
		Regular	Consider a request for a Site Plan (SP19-0012 – DFW North Distribution Center (Lisanti)) to approve aggregate or inorganic materials in accordance with Section 82-247 of the Land Development Regulations. The property is generally located south of Spinks Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its June 8, 2020, meeting.)

SCHEDULED	6/15/2020	Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2020, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA19-0005 – Grace Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Low Density Uses to Medium Density Uses. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its June 8, 2020, meeting.)
		Regular	Public Hearing to consider a request for rezoning (ZPD19-0013 – Grace Park) from Agricultural District (A) to Planned Development District No. 177 (PD-177) with Single-Family District-10 (SF-10) uses, with certain exceptions, waivers and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Regency Park Court. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its June 8, 2020, meeting.)
		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2020, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
		Regular	Consider approval of a Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$194,730.00; and authorization for the Mayor to execute same on behalf of the Town.
	7/20/2020	Consent	Upper Timber Creek Interceptor - CO1
		Consent	High Road Water Line Phase III - Testing Award
		Regular	FM 2499 at Waketon Intersection Improvements - Construction Award
	8/3/2020	Consent	Timber Creek Water Line Replacement Phase I - Construction Award
		Consent	PLACEHOLDER: Updates to calling November General Election
		Consent	PLACEHOLDER: Canyon Falls Park - Construction Award
		Consent	FM 2499 at Waketon Intersection Improvements - Testing Award
	8/17/2020	Consent	Canyon Falls Park - Testing Award
		Consent	Timber Creek Water Line Replacement Phase I - Testing Award

SCHEDULED	9/21/2020	Consent	Lift Station Improvements & Decommissioning Phase II - Construction Award.
		Consent	Hound Mound Parking and Restroom - Construction Award
	10/5/2020	Consent	Lift Station Improvements & Decommissioning Phase II - Testing Award.
	11/16/2020	Consent	GMP Gibson Grant Construction Award.