

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

11/1/2021

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

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."
Cub Scout Pack 256 to lead.

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. PRESENTATIONS

1. Presentation of the National Night Out block party winners on behalf of the Flower Mound Police Dept.
2. Proclamation to designate November as Arts Month in Flower Mound
3. Cultural Arts Commission report

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Introduction of new Town Manager James Childers
2. Capital Improvement projects
3. Economic Development projects

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H. 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).

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, November 15.
2. A work session is scheduled for Thursday, November 18.

J. 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 council member by making such request prior to a motion and vote.

1. Minutes- Consider approval of the minutes from a special meeting of the Town Council held on October 15; a regular meeting of the Town Council held on October 18; and a special meeting of the Town Council held on October 25, 2021.
2. Opioid Settlement- Consider approval of a Resolution authorizing the Town Manager to execute global opioid settlement documents, and adopting the Texas term sheet.
3. Amenities - Rheudasil Pk- Consider approval of the purchase of amenities for the Rheudasil Park Improvements project, from Paul E. Allen Company, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$67,242.00.
4. Hound Mound Parking CO2- Consider approval of Change Order No. 2 to J.B. & Co., LLC. for the Hound Mound Parking Lot and Restroom project, in the amount of \$37,998.60; and authorization for the Mayor to execute same on behalf of the Town.
5. CIP Amendment- Consider approval of Amendment No. 1 to the Fiscal Year 2021-2022 Capital Improvement Program.
6. Automatic Aid Agreement-DCESD- Consider approval of an agreement with Denton County Emergency Services District No. 1 to provide fire suppression, emergency medical services, hazardous materials response and other emergency and non-emergency services to citizens located in designated areas of the District and the Town and authorization for the Mayor to execute same on behalf of the Town.
7. WSB & Associates Contract- Consider approval of an amended Professional Services Agreement with WSB & Associates, Inc., to provide consultant services regarding mixed-use developments; and authorization for the Mayor to execute same on behalf of the Town after approval of the contract terms by the Town Attorney.

K. REGULAR ITEMS

8. MPA21-0005 Silveron FM Duke- Public Hearing to consider an ordinance for a Master Plan Amendment (MPA21-0005 - Silveron Flower Mound Duke) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Lakeside Business District Area Plan from Campus Commercial uses to Campus Industrial uses. The property is generally located north of International Parkway and east of Silveron Boulevard. (On July 12, 2021, the Planning and Zoning (P & Z) Commission tabled this item to July 26, 2021 - vote of 6 to 0. On July 26, 2021, P & Z tabled this item to August 9, 2021 - vote of 5 to 0. On August 9, 2021, P & Z tabled this item to August 30, 2021 - vote of 5 to 0. On August 30, 2021 P & Z recommended approval by a vote of 5 to 1.) (On October 4, 2021, the Town Council

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moved to approve as presented; the motion failed by a vote of 3 to 2 as Master Plan Amendments require a super majority vote.)

9. ZPD21-0003 Silveron FM Duke PD-181- Public Hearing to consider an ordinance amending the zoning (ZPD21-0003 - Silveron Flower Mound Duke) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.181 (PD-181) with Campus Industrial District (CI) uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection", and an exception to Section 82-302, Compatibility buffer. The property is generally located north of International Parkway and east of Silveron Boulevard. (On July 12, 2021, the Planning & Zoning (P&Z) Commission tabled this item to July 26, 2021-vote of 6 to 0. On July 26, 2021, P & Z tabled this item to August 9, 2021-vote of 5 to 0. On August 9, 2021, P & Z tabled this item to August 30, 2021-vote of 5 to 0. On August 30, 2021, P & Z recommended approval by a vote of 5 to 1). (On October 4, 2021, the Town Council moved to deny this item on the basis of inconsistency with the Master Plan [MPA21-0005]. The motion passed by a vote of 4 to 1.)
10. SP21-0004 Dutch Bros Coffee- Public Hearing to consider a Site Plan (SP21-0004 – Dutch Bros Coffee) to develop a fast food restaurant with a drive through window, with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch, and an exception to 'Underground Utilities' pursuant to Section 82-377, "Exceptions," of the Code of Ordinances. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (The Planning & Zoning Commission recommended approval without exceptions by a vote of 6 to 0 at its October 11, 2021, meeting.)
11. SP21-0006 Loreto House- Public Hearing to consider a request for a Site Plan (SP21-0006 – Loreto House) to develop an office building with an exception to 'Underground Utilities' pursuant to Section 82-377, "Exceptions," of the Code of Ordinances. The property is generally located southwest corner of Morriss Road and Acropolis Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 25, 2021, meeting.)

L. BOARDS/COMMISSIONS *(Bold text represents boards with vacancies)*

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

12. Board & Commission Process- Discuss the process associated with the recruitment and selection of board and commission members, including communication resources.

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M. CLOSED MEETING

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

- a. Consultation with Attorney.
 - 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
- 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 resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

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

N. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

O. 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: October 29, 2021, at 2:15 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: November 1, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a special meeting of the Town Council held on October 15; a regular meeting of the Town Council held on October 18; and a special meeting of the Town Council held on October 25, 2021.

BACKGROUND INFORMATION: The Town Council held a special meeting on October 15, and October 25, 2021. The Town Council held a regular meeting on October 18, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 10/15
2. Draft minutes 10/18
3. Draft minutes 10/25

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

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 15, 2021**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL SPECIAL MEETING HELD ON THE 15TH DAY OF OCTOBER, 2021, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS RD, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 9:00 A.M.

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

Derek France	Mayor
Ben Bumgarner	Mayor Pro Tem
Sandeep Sharma	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Ann Martin	Councilmember Place 5

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

Theresa Scott	Town Secretary
Larry Gilley	Strategic Government Resources (SGR), Consultant

A. CALL SPECIAL MEETING TO ORDER

Mayor France called the special meeting to order at 9:07 a.m.

B. PUBLIC COMMENT

No one spoke.

C./D. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 9:07 a.m. on Friday, October 15, 2021, pursuant to Texas Government Code Chapter 551, Section 551.074, to discuss matters relating to personnel.

The Town Council recessed at 12:20 p.m. and reconvened at 12:56 p.m.

The Town Council reconvened into an open meeting at 5:29 p.m. on Friday, October 15, 2021, and no action was taken on the following item:

- a. Discuss and consider hiring of Town Manager, conduct interviews and/or review Town Manager applicants and all matters incident and related thereto.

E. ADJOURN MEETING

Mayor France adjourned the meeting at 5:29 p.m. on Friday, October 15, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 18, 2021**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 18TH DAY OF OCTOBER 2021, 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:

Derek France	Mayor
Ben Bumgarner	Mayor Pro Tem
Sandeep Sharma	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Ann Martin	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Debra Wallace	Interim Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Brandon Barth	Division Chief, Fire Department

A. CALL REGULAR MEETING TO ORDER

Mayor France 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 Russ McNamer gave the invocation and Mayor France 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.	Ron Garvey, 624 Saddleback	Smokefest
2.	Duane Francis, 3916 Belstrum Dr	Smokefest
3.	Tanner Wilson, 4925 Creekwood Dr	2026 World Cup
4.	Ashley Perrine-Dunbar, 6905 Red Bud Dr	Red Bud Point Rd
5.	Swati Rustagi, 2600 Creekside Pl	Diwali Festival of Light
6.	Anurag Sharma, 4521 Delaina Dr	Seva Diwali Food Drive
7.	Cindy Waters, 3030 Wager Rd	Emerald Place
12.	Steve Niles, 6609 Red Bud Dr with donated time from: Bernard Gourlay, 6408 Crooked Ln Lynne Lemmel, 6408 Crooked Ln	Red Bud Point roads

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 18, 2021**PAGE 2****E. PRESENTATIONS**

1. Proclamation and presentation of Hometown Hero to Mathew Fleitman

Mayor France recited the proclamation and presented it to Mathew's father.

2. Presentation on the upcoming Shop Local Week (November 1-7)

Lori Walker, President, Flower Mound Chamber, outlined the reasons for shopping local, and provided details about the Shop Local marketing campaign.

F. ANNOUNCEMENTS

Mayor France and members of Council expressed appreciation for Debra Wallace, Interim Town Manager/CFO, given this is her last Council meeting prior to her retirement date at the end of this month.

Councilmember Engel announced voting information for the November 2nd election.

G. TOWN MANAGER'S REPORT

There was an update or discussion regarding:

1. Introduction and Oath of Office - Paul Henley, New Fire Chief

Ms. Wallace introduced the new Fire Chief Paul Henley. Mayor France provided his ceremonial Oath of Office.

2. Capital improvement projects

- Pink Evening Primrose trail connection
- US 377 @ 1171 water line relocation

3. Economic Development projects

- New and coming soon businesses

H. FUTURE AGENDA ITEMS

1. Mayor Pro Tem Bumgarner requested a future agenda item to discuss having the Hometown Hero pictures and information in the water bill, and as was mentioned by Mr. Fleitman during the Hometown Hero banner presentation.

There was Council discussion that a future agenda item isn't needed, and it can be handled administratively with the Town Manager.

2. Councilmember Schiestel requested the two Duke items (MPA21-005 and ZPD21-0003) come back to Council for reconsideration on Nov. 1st, with the understanding an amended plan would be remanded back to the Planning & Zoning Commission.

There was Council consensus to do so.

Mr. Meredith clarified the legality of the request and Mr. Dalton and Ms. Murphy addressed the timing aspect.

I. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, October 21 (needs to be rescheduled due to consultant availability).

Mr. Dalton noted the outstanding items as discussed during the Strategic Planning Session, including a proposed timeline for them to be heard.

There was Council discussion regarding the order in which those items would be heard. There was consensus to have a discussion about development impact fees at the December work session and the Cross Timbers/Lakeside Business District at the November work session.

2. A regular meeting is scheduled for Monday, November 1.

Mayor France sought confirmation that everyone will be available for the November 1st meeting. Mayor Pro Tem Bumgarner indicated he will be unable to attend.

There was discussion about cancelling the December 20th regular meeting given the Christmas holiday is the same week. There was Council consensus to do so.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on October 4, 2021.
2. *Item 2 moved from consent to regular items.*
3. Consider approval of an Annual Maintenance Contract with ProCare Services/Stryker for Emergency Services ambulance equipment in the amount of \$18,610.40; and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval to continue contracted services with Dr. Sean Fleming in the amount of \$63,375.00 for EMS Medical Direction.
5. Consider approval of the purchase of Firefighter uniforms in the amount of \$75,000.00 from Gall's LLC through the City of Frisco Cooperative Bid No. 1905-082 (TOFM No. 2019-168-I).
6. Consider approval of the annual firefighter physical examinations with Huguley Memorial Medical Center through contract No. 2018-2-A in the total amount of \$64,680.00 and authorization for the Mayor to approve same on behalf of the Town.
7. Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Midlothian Bid#2020-28 in the amount of \$120,000.00.
8. Consider approval of the purchase of a 2021 Pierce Air and Light Unit (F550 Chassis with Utility Body) for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the BuyBoard Contract #571-18, in the total amount of \$331,279.00; and authorization for the Mayor to execute same on behalf of the Town.

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 18, 2021**PAGE 4**

9. Consider approval of the purchase of a 2022 Chevrolet Tahoe for the Fire and Emergency Services Department from Holiday Chevrolet, through the Tarrant County Cooperative Contract #2020-0174, in the total amount of \$50,817.83.
10. Consider approval of the purchase of Procore Technologies, Inc., Project Management Software from Carahsoft Technology Corp, through a Texas Department of Information Resources (DIR) contract, in the amount of \$37,144.86.
11. Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the Independence Fest, in an amount not-to-exceed \$201,700.00 and authorization for the Mayor to execute same on behalf of the Town.

Deputy Mayor Pro Tem Sharma moved to approve by consent Items 1; 3 – 11, as presented in the agenda caption. Councilmember Engel 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: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN****NAYS: NONE****K. REGULAR ITEMS**

2. Consider approval of a resolution declaring expectation to reimburse water and sewer project expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

Ms. Wallace provided background information regarding the item and the corrected information.

RESOLUTION NO. 26-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

Deputy Mayor Pro Tem Sharma moved to approve as presented, with the revisions as referenced by staff. Councilmember Engel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL****NAYS: NONE**

12. Public Hearing to consider an ordinance granting Specific Use Permit No. 475 (SUP21-0009– Pepper Creek Ranch Lot 1 Blk B Accessory Dwelling) to permit an accessory dwelling. The property is generally located north of Bloomington Parkway and west of Summer Hill Court. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 11, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Concept plan
- Site photos
- Accessory dwelling regulations
- Primary dwelling
- Concept elevations – materials and colors

Mayor France opened the Public Hearing at 7:15 p.m. No one spoke. Mayor France closed the Public Hearing at 7:15 p.m.

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

ORDINANCE NO. 44-21

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 APPROVING SPECIFIC USE PERMIT NO. 475 (SUP-475) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS LOT 1, BLOCK B OF PEPPER CREEK RANCH ADDITION AND ZONED PLANNED DEVELOPMENT NO. 162 WITH SINGLE-FAMILY RESIDENTIAL USES AND CLUSTER DEVELOPMENT STANDARDS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

13. Consider the approval of an Interlocal Agreement among the City of Lewisville, the Town of Flower Mound, and the City of Highland Village for the design, construct, maintenance, operation, and management of a Joint Firefighting Training Facility.

Staff Presentation

Mr. Barth gave a presentation identifying or noting:

- Background information
- Interlocal agreement
- Needs assessment
- Proposed facility

and he responded to questions from Council regarding:

- Ability to do live training
- Equitable sharing

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

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

No action taken.

14. Discuss and consider Outstanding Citizen Award Committee members.

Staff Presentation

Ms. Scott provided background information regarding the item. She announced the non-profit representatives that will be serving on the committee are:

1. Marilyn Lawson, KFMB
2. Sharon Gentry, Lions Club
3. Brit Stock, Summit Club

and with the following members were selected by the Mayor and Councilmembers:

4. Carol Kyer (by Mayor/previous recipient)
5. Kathy Blair (by Councilmember Schiestel)
6. Misty Stern (by Deputy Mayor Pro Tem Sharma)
7. Troy Bishop (by Mayor Pro Tem Bumgarner)
8. Emily Strittmatter (by Councilmember Engel)
9. Bob Kohankie (by Councilmember Martin)

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 7:26 p.m. on October 18, 2021, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 8:24 p.m. on October 18, 2021, and no action was taken on items a. – e. as follows:

- a. Consultation with Attorney.

1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
2. Red Bud Point roads

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 18, 2021**PAGE 7**

3. Global Opioids Settlement in conjunction with the Texas Attorney General's Office
- 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 resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.
- e. Discuss and consider hiring of Town Manager, conduct interviews, or review Town Manager applicants and all matters incident and related thereto.
- f. Discuss and consider appointment of an Interim Town Manager

Mayor Pro Tem Bumgarner moved to appoint Tommy Dalton as Interim Town Manager starting October 30, 2021 at midnight, until his successor is appointed, and with terms as discussed in closed session. Councilmember Engel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN****NAYS: NONE****O. ADJOURN REGULAR MEETING**

Mayor France adjourned the meeting at 8:26 p.m. on Monday, October 18, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 25, 2021**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL SPECIAL MEETING HELD ON THE 25TH DAY OF OCTOBER, 2021, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS RD, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 3:30 P.M.

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

Derek France	Mayor
Ben Bumgarner	Mayor Pro Tem
Sandeep Sharma	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Ann Martin	Councilmember Place 5

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

Theresa Scott	Town Secretary
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A. CALL SPECIAL MEETING TO ORDER

Mayor France called the special meeting to order at 3:32 p.m.

B. 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.	Carol Kohankie, 4312 Lauren Way	Town Council

C. SPECIAL MEETING ITEM

- a. Discuss and consider hiring of Town Manager, including approval of employment agreement.

Mayor Pro Tem Bumgarner moved that James Childers be hired as the Town Manager of Flower Mound and that the Mayor be authorized to execute an employment agreement on behalf of the Town. Councilmember Engel seconded the motion.

VOTE ON MOTION:

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

D. CLOSED/OPEN MEETING

The Town Council did not convene into closed meeting pursuant to Texas Government Code Chapter 551, Section 551.074, 551.071 to discuss matters relating to personnel, and consultation with the Town Attorney as follows:

- a. Discuss and consider hiring of Town Manager, including employment agreement and all matters incident and related thereto.

E. ADJOURN MEETING

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 25, 2021**PAGE 2**

Mayor France adjourned the meeting at 3:37 p.m. on Monday, October 25, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY

DRAFT



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: November 1, 2021

FROM: Bryn Meredith, Town Attorney

ITEM: **Consider approval of a Resolution authorizing the Town Manager to execute global opioid settlement documents and adopting the Texas term sheet.**

BACKGROUND INFORMATION: The Town has obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

On May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas.

The purpose of this Texas Term Sheet (Exhibit A in the Resolution) is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The Town Council also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

There is no cost to the Town to enter into this agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Do not participate in the settlement.

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has written and reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Draft Resolution

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

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. _____****A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS AND ADOPTING THE TEXAS TERM SHEET.**

WHEREAS, the Town of Flower Mound ("Town") 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 has obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, the actions, conduct, and misconduct of these Defendants have resulted in significant financial cost to the Town; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit A;

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

SECTION 1.

The Town Council supports the adoption of the Texas Term Sheet, and hereby adopts that document in its entirety.

SECTION 2.

The Town Council finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the Town. The Town Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The Town Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The Town Council also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

SECTION 3.

The Town Council hereby authorizes the Town Manager to execute in the Town's behalf the Subdivision Settlement Participation Forms as related to settlements with McKesson Corporation, Cardinal Health, Inc., and AmericourceBergen Corporation, and with Johnson & Johnson as Janssen Pharmaceuticals, Inc.

SECTION 4.

Upon execution of the Subdivision Settlement Participation Form, the Town Manager is authorized to send executed copies, with this Resolution (including Exhibit A) to the Office of the Attorney General, as required for participation in this settlement.

SECTION 5.

This resolution shall be in full force and effect after its passage and publication as required by law, and it is so resolved.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO ____ ON THE 1ST DAY OF NOVEMBER, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

- from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.
5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

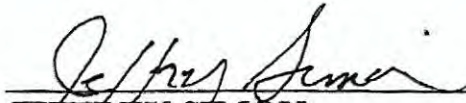


KENNETH PAXTON, JR.
ATTORNEY GENERAL

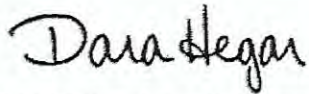
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



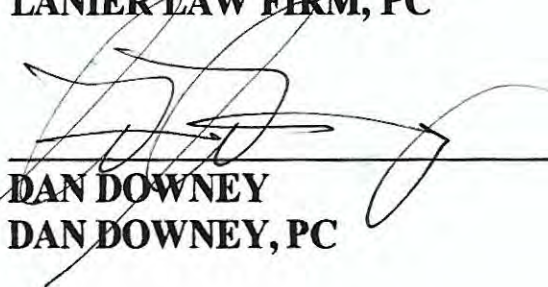
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

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EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. *Administration*

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windercrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: November 1, 2021

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the purchase of amenities for the Rheudasil Park project from Paul E. Allen Company, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$67,242.00.

BACKGROUND INFORMATION: On February 15, 2020, the construction agreement for the Rheudasil Park project, in the amount of \$2,460,731.85, was awarded to North Rock Construction, Inc. The cost of the amenity items was to be the responsibility of the Town with Northrock's responsibility to be the installation of the items. The items to be purchased include benches, picnic tables, and trash receptacles.

BOARD REVIEW/CITIZEN FEEDBACK: Project was created and recommended by the Parks Board and approved by the Community Development Corporation.

ALTERNATIVES/OPTIONS: A decision to not approve this item will mean that the newly constructed park will not have benches, picnic tables, or trash receptacles.

FISCAL IMPACT: \$67,242.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$14,967.61	317-110-90661
\$52,274.39	310-320-90661

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

Total project cost is \$2,900,000. Funding sources are:

- Park Development \$ 300,000
- Dedicated Sales Tax \$ 2,600,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal

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

Paul E. Allen Company, Inc.
P. O. Box 271003
Flower Mound, TX 75027-1003
US
(972) 724-2656
admin@pauleallenco.com

ADDRESS

TOWN OF FLOWER MOUND
RHEUDASIL PARK
FLOWER MOUND, TX

Estimate 5531**DATE** 10/04/2021**EXPIRATION DATE** 11/30/2021

ESTIMATED SHIP
8-12 WEEKS

TERMS
NET 30

PROJECT NAME
RHEUDASIL PARK

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
475-60HS/S-2	TABLE SET BY DUMOR, 6' LONG HORIZONTAL STEEL TABLE AND (2) BENCH SEATS, S-2 SURFACE MOUNT, CHOICE OF STANDARD POWDER COAT COLOR.	5	4,587.00	22,935.00T
475-60-1HS/S-2	ADA ACCESSIBLE TABLE SET BY DUMOR, 6' LONG HORIZONTAL STEEL TABLE AND (2) BENCH SEATS, S-2 SURFACE MOUNT, CHOICE OF STANDARD POWDER COAT COLOR.	3	4,587.00	13,761.00T
474-32VS-BT	TRASH RECEPTACLE BY DUMOR, VERTICAL STEEL, 32-GALLON PLASTIC LINER, BONNET TOP, SURFACE MOUNT, CHOICE OF STANDARD POWDER COAT COLOR.	5	1,866.00	9,330.00T
472-60HS-2AR/S-2	BENCH BY DUMOR, 6' LONG, HORIZONTAL STEEL, 2 ARMRESTS, 2 SUPPORTS, S-2 SURFACE MOUNT, CHOICE OF STANDARD POWDER COAT COLOR.	10	2,011.00	20,110.00T
BUYBOARD	BUYBOARD DISCOUNT PAUL E. ALLEN CO. INC. CONTRACT #592-19	1	-1,984.00	-1,984.00T
FREIGHT	PRIVATE CARRIER NON-RESIDENTIAL FREIGHT (NO LIFT-GATE)	1	3,090.00	3,090.00T
*If project is non-taxable, please provide a SALES TAX EXEMPTION or RESALE certificate.				

Thank you,
Eric D. Hiller
972-724-2656
erichiller@pauleallenco.com

SUBTOTAL 67,242.00
TAX (0) 0.00

TOTAL \$67,242.00

Accepted By

Accepted Date



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: November 1, 2021

FROM: David Bauer, Construction Manager

ITEM: Consider approval of Change Order No. 2 to J.B. & Co., LLC. for the Hound Mound Parking Lot and Restroom project, in the amount of \$37,998.60; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 22, 2020, bids were received for the project. A total of 11 bids were tabulated and the lowest qualified bidder was J.B. & Company LLC with a base bid of \$498,945.00. Bid Options totaling \$90,400.00 were also awarded for a total award amount of \$589,345.00.

Change Order No. 1 approved by Council on July 19, 2021, provided for design changes to the pedestrian crossings, adding irrigation, trees, bed preparation, mulch and additional concrete around restroom building, amending contract with J.B. & Co, LLC., for an increase to the contract in the amount of \$51,394.00 for a total of \$640,766.00.

Change Order No. 2 provides for additional design components not included in Change Order No. 1 that including providing a second secondary electrical service from the CoServ transformer to a metered electrical equipment enclosure and panel, distribution panel (DP) 3, and relocation of both DP1 & DP3 enclosure locations, requiring two secondary electrical service feeders to be 30 L.F. or longer. It also provides for a water pressure booster pump for the restroom, additional traffic control required to complete the work, pedestrian pole changes, parking lot wheel stops, IT infrastructure for the HD cameras, additional surveying, drainage under dedication boulder, supervision and bond costs. This will amend the contract with J.B. & Co, LLC., for an increase to the contract in the amount of \$37,998.60 for a total of \$678,737.60.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Council may approve or deny this item. If denied, the proposed design change improvements will not be executed.

FISCAL IMPACT: \$37,998.60

Proposed Expenditure/(Revenue):	Account Number(s):
\$13,700.21	532-110-90709
\$24,298.39	310-320-90709

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

Total project cost is \$860,000. Funding sources are:

- Other \$ 300,000
- Park Development Fees \$ 560,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 2

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

CHANGE ORDER

Effective Date: Effective on the date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: J.B Co. LLC.
2626 Cole Ave. Suite #300
Dallas, TX 75204

Project: Hound Mound Parking Lot and Restroom Project

CHANGE ORDER NO. 2

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
CO2-A	Install Secondary Electrical Service Feeders for DP1 and DP-3	ADD	1.00	LS	\$11,228.60	\$11,228.60
CO2-B	Furnish and Install two Electrical Equipment Concrete Pads	ADD	1.00	LS	\$6,770.00	\$6,770.00
CO2-C	Furnish and Install Pressure Booster Pump for Restroom	ADD	1.00	EA	\$1,840.00	\$1,840.00
14-CO-2	Additional Traffic Control as Required for Added Work	ADD	1.00	LS	\$1,610.00	\$1,610.00
18-CO-2	Add Miscellaneous Work as Described in Justification	ADD	1.00	LS	\$16,550.00	\$16,550.00

Original Contract Price	\$589,345.00
Change Order No. 1	\$51,394.00
Change Order No. 2	\$37,998.60
Revised Contract Price	\$678,737.60

Bid Item No. JUSTIFICATION

CO2-A	Provides for a secondary electrical service for two relocated distribution panels and feeders from the transformer to the electrical enclosures
CO2-B	Provides for two additional concrete pads with perimeter beams and piers for stability
CO2-C	Provides for a booster pump necessary to operate all plumbing at a higher water pressure
14-CO-2	Provides for additional traffic control as needed for additional work
18-CO2	Provides for drainage under dedication boulder, additional supervision, surveying for relocation of DP1 and 3, new conduit runs for our IT department HD camera feeds, additional power washing and striping, parking lot wheel stops, two pedestrian pole relocations to satisfy ADA requirements, 8 concrete skirts around all electrical boxes not shown on the plans, temporary porta potties and additional bond costs

Original Substantial Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Revised Substantial Completion Days

180
45
45
250

Original Final Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Revised Final Completion Days

190
45
45
280

Recommended David Bauer
Construction Manager

Date

Joel Brown 10/14/2021
Contractor Date

Manager

Contractor Title

Approved Derek France
Mayor, Town of Flower Mound

Date



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: November 1, 2021

FROM: Brian Waltenburg, P.E., Assistant Director of Engineering

ITEM: Consider approval of Amendment No. 1 to the Fiscal Year 2021-2022 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2021-2022 Capital Improvement Program (CIP) was approved by Town Council Sept 20, 2021. The proposed CIP Amendment No. 1, for FY 2021-2022, would increase the currently adopted General Capital budgeted expenditures from \$17,145,000 to \$17,195,000; the Utility Funds increase from \$20,238,000 to \$20,378,000.

FISCAL IMPACT: \$190,000

Proposed CIP:

FY 2021-2022:	General Capital Projects	\$17,195,000
	Utility Capital Projects	\$20,378,000

Five-Year CIP Plan:	General Capital Projects	\$275,301,249
	Utility Capital Projects	\$219,761,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2021-2022 CIP Amendment No. 1 Change.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 1 Changes
3. CIP Amendment 1

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

Project Modification Listing

Attachment 1

FY 2021-2022 - CIP Amendment 1

October 1, 2021

General Funds

Parks

	Description	FY 20-21	5 Yr CIP
Hound Mound Parking and Restroom	After meetings with Traffic, IT and our design consultants, there are changes in the scope of work, requiring additional concrete work, a pressure booster for the restroom, and necessary additional traffic control equipment. An increase of \$50,000 of Park Development funds are required to accomplish these tasks.	\$50,000.00	\$50,000.00
Total Facilities Impact		\$50,000.00	\$50,000.00
Total General Fund Impact		\$50,000.00	\$50,000.00

Utility Funds

Water Project(s)

	Description	FY 20-21	5 Yr CIP
Hillside Water Line Connection	The initial bid results from the project came in much higher than were originally anticipated by our project estimates, we are requesting additional funding of \$140,000 of Project Savings to rebid this project.	\$140,000	\$140,000
Total Water Impact		\$140,000	\$140,000
Total Utility Fund Impact		\$190,000	\$140,000

**TOWN OF FLOWER MOUND
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	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031					2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	2,100,000	-	-	-	-	-	2,100,000	2,100,000	0,1,5	-	-	-	-	-	-	
	ADA Transition Plan and Implementation **	1,448,000	150,000	150,000	150,000	150,000	150,000	-	2,198,000	463,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	
	Bruton Orand Boulevard at FM 1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	240,000	
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	4,323,000	-	-	-	22,392,000	26,715,000	24,201,000	0	-	2,514,000	-	2,514,000	-	-	
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0,1	-	5,407,000	-	5,407,000	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	
	FM 2499 at FM 3040 Intersection Improvements **	450,000	2,550,000	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	
	FM 2499 at FM 407 Intersection Improvements **	-	-	500,000	2,110,000	-	-	-	2,610,000	1,530,000	1	-	1,080,000	-	1,080,000	-	-	
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,300,000	7,8	600,000	-	-	-	-	-	
	FM 2499 Roadway, Traffic Signal, and Drainage **	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	11,000,000	
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	800,000	7,918,000	-	-	-	8,718,000	5,025,000	0,1	-	3,693,000	-	3,693,000	-	-	
	Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0,1,3	-	-	-	-	-	-	
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	12,101,000	
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	
	Retaining Wall at the Mound	-	300,000	-	-	-	-	-	300,000	300,000	4	-	-	-	-	-	-	
	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	
	Roadway Amenities	773,083	90,000	90,000	90,000	90,000	90,000	-	1,223,083	758,083	2,4	105,000	360,000	-	90,000	90,000	90,000	
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	5,933,000	
	Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	6,100,000	
	Sidewalk Links **	1,411,000	150,000	-	-	-	-	-	1,561,000	1,561,000	2,4	-	-	-	-	-	-	
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	8,574,000	-	-	-	-	8,574,000	74,000	0	-	8,500,000	-	-	-	8,500,000	
	Street Light Improvements	230,000	115,000	-	-	-	-	-	345,000	345,000	4	-	-	-	-	-	-	
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	7,000,000	
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	2,000,000	
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	2,000,000	
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	800,000	
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	0,2	-	-	-	-	-	-	
	SUBTOTAL	\$ 31,517,319	\$ 7,455,000	\$ 22,229,000	\$ 18,268,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 180,094,656	\$ 106,697,656		\$ 4,069,000	\$ 69,328,000	\$ -	\$ 9,241,000	\$ 3,933,000	\$ 240,000	

*General Obligation Bonds

**** Project Includes ADA Improvements**

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

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	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	FM 1171 at Canyon Falls Boulevard **	-	450,000	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	-	375,000	-	-	-	-	-	375,000	285,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	400,000	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	-	200,000	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	900,000	150,000	150,000	150,000	150,000	150,000	-	1,650,000	425,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000
	Traffic Signal Preemption Upgrade	-	-	-	-	-	-	350,000	350,000	350,000	4	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 1,630,000	\$ 1,175,000	\$ 950,000	\$ 550,000	\$ 150,000	\$ 150,000	\$ 2,750,000	\$ 7,355,000	\$ 6,040,000		\$ 625,000	\$ 600,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)	1,410,000	-	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	8	-	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Grady Court Reconstruction (Homestead Street to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	-	940,000	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	370,000	300,000	-	-	-	-	1,200,000	1,870,000	300,000	2,8	-	-	-	-	-	-	-
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	-	600,000	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase II (5000 Timbercreek Road to Homestead Street) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase III (Homestead Street to Kirkpatrick Lane) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,730,000	\$ 2,140,000	\$ 2,750,000	\$ 2,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 27,159,000	\$ 25,589,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
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 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

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	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	700,000	10,722,000	-	-
	Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000	-	-	-	-	-	-
	Gibson-Grant Historic Cabin Restoration **	1,650,593	-	-	-	-	-	-	1,650,593	1,562,593	1,2	88,000	-	-	-	-	-	-
	Joint Fire Training Facility	-	2,013,494	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 9,420,593	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 22,856,087	\$ 4,826,087		\$ 6,608,000	\$ 11,422,000	\$ -	\$ 700,000	\$ 10,722,000	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
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 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000		-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	750,000	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	500,000	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	-	650,000	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	560,000	-	-	-	-	560,000	560,000		560,000	-	560,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	8,000,000	-	-	-	8,000,000	8,000,000		8,000,000	-	-	8,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electicity, new grills, trash receptacles, picnic tables **	-	450,000	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
OLD	Hound Mound Parking and Restroom **	810,000	-	-	-	-	-	-	810,000	810,000	2,6	-	-	-	-	-	-	-
NEW	Hound Mound Parking and Restroom **	810,000	50,000	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	-	550,000	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	-	225,000	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	660,000	50,000	50,000	50,000	50,000	50,000	-	910,000	910,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	-	300,000	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	50,000	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	1,2,6,8	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	1,6,7	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & Interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	700,000	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	-	-	60,000	-	60,000	60,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	275,000	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	-	200,000	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	-	400,000	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-
	Tennis Center - Design	-	400,000	-	-	-	-	-	400,000	400,000	6	-	-	-	-	-	-	-
	Tennis Center - Construction	-	-	5,000,000	-	-	-	-	5,000,000	5,000,000		5,000,000	-	5,000,000	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	-	250,000	250,000	250,000	250,000	250,000	-	1,250,000	1,250,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 12,890,000	\$ 3,575,000	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,610,000	\$ 39,610,000		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -
NEW	SUBTOTAL	\$ 12,890,000	\$ 3,625,000	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,660,000	\$ 39,660,000		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -
			\$ 50,000							\$ 50,000								
OLD	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 17,145,000	\$ 33,639,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$121,461,337	\$275,251,249	\$182,579,249		\$ 11,202,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 56,874,000
NEW	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 17,195,000	\$ 33,639,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$121,461,337	\$275,301,249	\$182,629,249		\$ 11,202,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 56,874,000
			\$ 50,000							\$ 50,000								

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 1
11/01/2021

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Canyon Falls 20-Inch Water Line	2,660,000	-	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Emergency Preparedness Plan	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	
	Forest Vista Drive Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	
	Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	
	Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
	High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	3,200,000	-	-	350,000	2,850,000	2,850,000	-	-	-	-	
	High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	-	1,500,000	-	-	-	-	-	-	
OLD	Hillside Water Line Connection	200,000	-	-	-	-	-	-	200,000	200,000	2	-	-	-	-	-	-	-	
NEW	Hillside Water Line Connection	200,000	140,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	450,000	-	-	-	450,000	450,000	0	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge to FM1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	88,000	0	-	1,672,000	412,000	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	-	650,000	6,000,000	-	-	-	6,650,000	650,000	0	-	6,000,000	-	-	-	-	6,000,000	
	Lakeside Water Reuse - Reuse Waterlines	-	-	300,000	2,000,000	2,200,000	2,200,000	10,050,000	16,750,000	300,000	0	-	16,450,000	-	-	-	-	16,450,000	
	Lopo Water line Replacement	-	365,000	-	-	-	-	-	365,000	-	-	365,000	365,000	365,000	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriss Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morriss Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-	
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,550,000	-	-	-	-	-	3,900,000	3,500,000	0.1,2	-	400,000	400,000	-	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	-	350,000	3,650,000	-	-	-	-	4,000,000	2,950,000	0	-	1,050,000	-	1,050,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
	Pintail 30" Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	1,710,000	-	-	
	Royal Oaks Water Line Replacement Phase I	-	150,000	1,230,000	-	-	-	-	1,380,000	-	-	-	1,380,000	150,000	1,230,000	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	-	200,000	-	-	-	-	1,230,000	1,430,000	70,000	0	-	1,360,000	130,000	-	-	-	1,230,000	
	Sentinel Oaks Water line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	500,000	-	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	-	790,000	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	1,000,000	-	1,000,000	-	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	300,000	780,000	-	-	-	-	-	1,080,000	-	300,000	780,000	780,000	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	1,400,000	-	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	1,350,000	-	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	2,909,500	2,590,500	-	-	-	-	-	5,500,000	1,610,000	0.2	2,500,000	1,390,000	1,390,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	2,161,000	-	-	-	1,114,000	3,412,620	87,620	0	50,000	3,275,000	-	2,161,000	-	-	1,114,000	
	Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	2,400,000	-	900,000	1,500,000	300,000	300,000	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	100,000	-	600,000	250,000	50,000	50,000	50,000	50,000	-	
	Water System Model Update	167,285	6,500	6,500	6,500	6,500	6,500	-	199,785	199,785	0.2,5	-	-	-	-	-	-	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	-	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	1,560,000	-	-	-	-	1,560,000	150,000	0	-	1,410,000	-	1,410,000	-	-	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
OLD	SUBTOTAL	\$ 30,319,405	\$ 11,802,000	\$ 12,707,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,122,405	\$ 25,520,405	\$ 33	\$ 18,635,000	\$ 101,967,000	\$ 6,827,000	\$ 6,751,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000
NEW	SUBTOTAL	\$ 30,319,405	\$ 11,942,000	\$ 12,707,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405	\$ 33	\$ 18,635,000	\$ 101,967,000	\$ 6,827,000	\$ 6,751,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000

** Project Includes ADA Improvements

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
- 3. Escrow
- 4. Decision Package
- 5. Developer Agreement(s)
- 6. Park Development Fund
- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
- 9. SH 121 Regional Toll Revenue (RTR)

**TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 1
11/01/2021**

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031					2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031	
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	200,000	50,000	-	-	-	-	-	250,000	250,000	2	-	\$ -	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	-	75,000	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	-	1,670,000	200,000	-	-	-	3,080,000	1,410,000	2,4,7	-	\$ 1,670,000	-	1,670,000	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	-	75,000	425,000	-	500,000	500,000	2	-	\$ -	-	-	-	-	-	-
	Range Wood Drive Drainage Improvements	350,000	2,060,000	-	-	-	-	-	2,410,000	2,410,000	1,2	-	\$ -	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-	-
	SUBTOTAL	\$ 2,535,000	\$ 2,110,000	\$ 1,670,000	\$ 400,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 7,765,000	\$ 6,095,000		\$ -	\$ 1,670,000	\$ -	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds

** Project Includes ADA Improvements

0

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 1
11/01/2021

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	-	2,800,000	-	2,800,000	-	-	2,800,000	-	-	-	-	2,800,000	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,480,000	250,000	250,000	250,000	250,000	250,000	-	3,730,000	330,000	2	2,150,000	1,250,000	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-	-	2,550,000	-	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	564,500	2,000,000	-	-	-	-	-	2,564,500	-	-	564,500	2,000,000	2,000,000	-	-	-	-
	Lopo Sewer line Replacement	-	340,000	-	-	-	-	-	340,000	-	-	340,000	340,000	-	-	-	-	-
	Melody Court Sewer Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	-	1,100,000	-	-	-	-	1,100,000	-	-	1,100,000	-	1,100,000	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	-	1,090,000	-	-	-	1,090,000	-	-	1,090,000	-	-	1,090,000	-	-	-
	Oak Street Lift Station and Force Main Phase IV	380,500	3,019,500	-	-	-	-	-	3,400,000	1,239,500	0.2	380,500	1,780,000	1,780,000	-	-	-	-
	Riverwalk Collector (Morriss Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	90,000
	Southside Force Main Extension	-	-	2,500,000	-	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	1,000,000	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	590,000	-	-	-	-	680,000	390,000	0.5	-	290,000	-	290,000	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	-	-	-	-	-	-	1,540,000	-	-	1,540,000	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	-	150,000	1,120,000	-	-	-	-	1,270,000	150,000	2	-	1,120,000	-	1,120,000	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	-	440,000	-	-	-	440,000	-	-	440,000	-	-	440,000	-	-	-
	Timber Creek Trunk Line (Morriss Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-	-	875,000	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	-	-	550,000	-	-	550,000	-	-	550,000	-	-	-	550,000	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	-	480,000	-	-	-	480,000	-	-	480,000	-	-	480,000	-	-	-
	Upper Timber Interceptor (Morriss Road to One Place Lane)	-	400,000	4,200,000	-	-	-	-	4,600,000	400,000	2	-	4,200,000	-	4,200,000	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	-	430,000	-	430,000	-	-	430,000	-	-	-	-	430,000	-
	Wastewater System Model Update	237,285	6,500	6,500	6,500	6,500	6,500	-	269,785	269,785	0.5	-	-	-	-	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	1,000,000	-	-	-	-	-	1,000,000
	Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-
	Wellington Interceptor Rehabilitation (Brookville Lane to Garden Road)	-	-	-	-	390,000	-	-	390,000	-	-	390,000	-	-	-	390,000	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 24,262,285	\$ 6,326,000	\$ 9,766,500	\$ 2,266,500	\$ 5,096,500	\$ 3,486,500	\$ 14,530,000	\$ 65,734,285	\$ 6,874,285		\$ 22,610,000	\$ 36,250,000	\$ 4,370,000	\$ 7,960,000	\$ 2,260,000	\$ 4,090,000	\$ 14,090,000
OLD	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 20,238,000	\$ 24,144,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 219,621,690	\$ 38,489,690		\$ 41,245,000	\$ 139,887,000	\$ 11,197,000	\$ 16,381,000	\$ 4,630,000	\$ 7,600,000	\$ 96,249,000
NEW	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 20,378,000	\$ 24,144,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 219,761,690	\$ 38,629,690		\$ 41,245,000	\$ 139,887,000	\$ 11,197,000	\$ 16,381,000	\$ 4,630,000	\$ 7,600,000	\$ 96,249,000
			\$ 140,000						\$ 140,000									

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 1
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	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	2,100,000	-	-	-	-	-	2,100,000	2,100,000	0,1,5	-	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,448,000	150,000	150,000	150,000	150,000	150,000	-	2,198,000	463,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
	Bruton Orand Boulevard at FM 1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	-	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	4,323,000	-	-	-	22,392,000	26,715,000	24,201,000	0	-	2,514,000	-	2,514,000	-	-	-	-
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0,1	-	5,407,000	-	5,407,000	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	450,000	2,550,000	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	-	-	500,000	2,110,000	-	-	-	2,610,000	1,530,000	1	-	1,080,000	-	1,080,000	-	-	-	-
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,300,000	7,8	600,000	-	-	-	-	-	-	-
	FM 2499 Roadway, Traffic Signal, and Drainage **	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	-	-
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	-	11,000,000
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	800,000	7,918,000	-	-	-	8,718,000	5,025,000	0,1	-	3,693,000	-	3,693,000	-	-	-	-
	Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0,1,3	-	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	-
	Retaining Wall at the Mound	-	300,000	-	-	-	-	-	300,000	300,000	4	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	-	-
	Roadway Amenities	773,083	90,000	90,000	90,000	90,000	90,000	-	1,223,083	758,083	2,4	105,000	360,000	-	90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	-	-	6,100,000
	Sidewalk Links **	1,411,000	150,000	-	-	-	-	-	1,561,000	1,561,000	2,4	-	-	-	-	-	-	-	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	8,574,000	-	-	-	-	8,574,000	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	230,000	115,000	-	-	-	-	-	345,000	345,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	0,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 31,517,319	\$ 7,455,000	\$ 22,229,000	\$ 18,268,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 180,094,656	\$ 106,697,656		\$ 4,069,000	\$ 69,328,000	\$ -	\$ 9,241,000	\$ 3,933,000	\$ 240,000	\$ 240,000	\$ 55,674,000

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11/01/2021

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	FM 1171 at Canyon Falls Boulevard **	-	450,000	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	-	375,000	-	-	-	-	-	375,000	285,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	400,000	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	-	200,000	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	900,000	150,000	150,000	150,000	150,000	150,000	-	1,650,000	425,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000
	Traffic Signal Preemption Upgrade	-	-	-	-	-	-	350,000	350,000	350,000	4	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 1,630,000	\$ 1,175,000	\$ 950,000	\$ 550,000	\$ 150,000	\$ 150,000	\$ 2,750,000	\$ 7,355,000	\$ 6,040,000		\$ 625,000	\$ 600,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 1
11/01/2021

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)	1,410,000	-	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Grady Court Reconstruction (Homestead Street to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	-	940,000	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	370,000	300,000	-	-	-	-	1,200,000	1,870,000	300,000	2,8	-	-	-	-	-	-	-
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	-	600,000	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase II (5000 Timbercreek Road to Homestead Street) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase III (Homestead Street to Kirkpatrick Lane) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,730,000	\$ 2,140,000	\$ 2,750,000	\$ 2,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 27,159,000	\$ 25,589,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031						2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	700,000	10,722,000	-	-	-
	Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000	-	-	-	-	-	-	-
	Gibson-Grant Historic Cabin Restoration **	1,650,593	-	-	-	-	-	-	1,650,593	1,562,593	1,2	88,000	-	-	-	-	-	-	-
	Joint Fire Training Facility	-	2,013,494	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 9,420,593	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 22,856,087	\$ 4,826,087		\$ 6,608,000	\$ 11,422,000	\$ -	\$ 700,000	\$ 10,722,000	\$ -	\$ -	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 1
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	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000		-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	
	2021-22 Playground Replacements (Peacock Park) **	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-	
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	750,000	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-	
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	500,000	-	-	500,000	500,000	8	-	-	-	-	-	-	-	
	Bakersfield Park Improvements Phase I	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	
	Bakersfield Park Improvements Phase II	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-	
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-	
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	-	650,000	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-	
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-	
	Dixon Park Improvements (add Pavilion, & Amenities)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Dunham Ranch Master Plan	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Dunham Master Design	-	-	560,000	-	-	-	-	560,000	560,000		-	560,000	-	560,000	-	-	-	
	Dunham Ranch Construction	-	-	-	8,000,000	-	-	-	8,000,000	8,000,000		-	8,000,000	-	-	8,000,000	-	-	
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add eletricity, new grills, trash receptacles, picnic tables **	-	450,000	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-	
	Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-	
	Hound Mound Parking and Restroom **	810,000	50,000	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-	
	Individual Park Improvements (Bluebonnet) **	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	-	550,000	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-	
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	-	225,000	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-	
	Park and Trail Amenities	660,000	50,000	50,000	50,000	50,000	50,000	-	910,000	910,000	6,8	-	-	-	-	-	-	-	
	Parks & Recreation Master Plan	-	-	-	-	-	300,000	-	300,000	300,000	6,8	-	-	-	-	-	-	-	
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	50,000	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-	
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	1,2,6,8	-	-	-	-	-	-	-	
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	1,6,7	-	-	-	-	-	-	-	
	Post Oak Park Improvements - signage (wayfinding & Interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	700,000	-	-	700,000	700,000	8	-	-	-	-	-	-	-	
	Prairie Trail Park Master Plan	-	-	-	-	-	60,000	-	60,000	60,000	8	-	-	-	-	-	-	-	
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-	
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	275,000	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-	
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	-	200,000	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-	
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	-	400,000	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	
	Tennis Center - Design	-	400,000	-	-	-	-	-	400,000	400,000	6	-	-	-	-	-	-	-	
	Tennis Center - Construction	-	-	5,000,000	-	-	-	-	5,000,000	5,000,000		-	5,000,000	-	5,000,000	-	-	-	
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-	
	Trails Master Plan - Implementation	-	250,000	250,000	250,000	250,000	250,000	-	1,250,000	1,250,000	2,8	-	-	-	-	-	-	-	
	Twin Coves Park - Phase II Design	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-	
SUBTOTAL		\$ 12,890,000	\$ 3,625,000	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,660,000	\$ 39,660,000		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND		\$ 64,187,912	\$ 17,195,000	\$ 33,639,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$121,461,337	\$275,301,249	\$182,629,249		\$ 11,202,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 390,000	\$ 56,874,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 1
11/01/2021

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Canyon Falls 20-Inch Water Line	2,660,000	-	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	-	2,160,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	-	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	-	18,440,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Emergency Preparedness Plan	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	-	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	
	Forest Vista Drive Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	
	Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	
	Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
	High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	3,200,000	-	-	350,000	2,850,000	2,850,000	-	-	-	-	
	High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	-	1,500,000	-	-	-	-	-	-	
	Hillside Water Line Connection	200,000	140,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	450,000	-	-	-	450,000	450,000	0	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge to FM1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	-	1,760,000	88,000	0	-	1,672,000	412,000	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	-	650,000	6,000,000	-	-	-	6,650,000	650,000	0	-	6,000,000	-	-	-	-	6,000,000	
	Lakeside Water Reuse - Reuse Waterlines	-	-	300,000	2,000,000	2,200,000	2,200,000	10,050,000	16,750,000	300,000	0	-	16,450,000	-	-	-	-	16,450,000	
	Lopo Water line Replacement	-	365,000	-	-	-	-	-	365,000	-	-	-	365,000	365,000	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	-	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriss Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morriss Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-	
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,550,000	-	-	-	-	-	3,900,000	3,500,000	0.1,2	-	400,000	400,000	-	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	-	350,000	3,650,000	-	-	-	-	4,000,000	2,950,000	0	-	1,050,000	-	1,050,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	-	710,000	710,000	300,000	0	410,000	-	-	-	-	410,000	
	Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
	Pintail 30" Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	-	1,710,000	-	1,710,000	-	-	-	1,710,000	-	-	-	1,710,000	-	
	Royal Oaks Water Line Replacement Phase I	-	150,000	1,230,000	-	-	-	-	1,380,000	-	-	-	1,380,000	150,000	1,230,000	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	-	200,000	-	-	-	-	-	1,430,000	70,000	0	-	1,360,000	130,000	-	-	-	1,230,000	
	Sentinel Oaks Water line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	-	500,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	-	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-inch Water Line	-	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	1,000,000	-	-	1,000,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	300,000	780,000	-	-	-	-	-	1,080,000	-	-	300,000	780,000	780,000	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	-	1,350,000	1,350,000	-	-	1,350,000	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	2,909,500	2,590,500	-	-	-	-	-	5,500,000	1,610,000	0.2	2,500,000	1,390,000	1,390,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	2,161,000	-	-	-	-	3,412,620	87,620	0	50,000	3,275,000	-	2,161,000	-	-	1,114,000	
	Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	2,400,000	-	-	900,000	1,500,000	300,000	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	100,000	-	600,000	250,000	50,000	50,000	50,000	50,000	-	
	Water System Model Update	167,285	6,500	6,500	6,500	6,500	6,500	-	199,785	199,785	0.2,5	-	-	-	-	-	-	-	
	West Side Water Lines (East)	-	-	-	-	-	-	-	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	-	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	1,560,000	-	-	-	-	1,560,000	150,000	0	-	1,410,000	-	1,410,000	-	-	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	1,450,000	-	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 30,319,405	\$ 11,942,000	\$ 12,707,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405	\$ 33	\$ 18,635,000	\$ 101,967,000	\$ 6,827,000	\$ 6,751,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000

** Project Includes ADA Improvements

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
- 3. Escrow
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- 5. Developer Agreement(s)
- 6. Park Development Fund
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- 8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 1
11/01/2021

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	-	2,800,000	-	2,800,000	-	-	2,800,000	-	-	-	-	2,800,000	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,480,000	250,000	250,000	250,000	250,000	250,000	-	3,730,000	330,000	2	2,150,000	1,250,000	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-	-	2,550,000	-	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	564,500	2,000,000	-	-	-	-	-	2,564,500	-	-	564,500	2,000,000	2,000,000	-	-	-	-
	Lopo Sewer line Replacement	-	340,000	-	-	-	-	-	340,000	-	-	340,000	340,000	-	-	-	-	-
	Melody Court Sewer Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	-	1,100,000	-	-	-	-	1,100,000	-	-	1,100,000	-	1,100,000	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	-	1,090,000	-	-	-	1,090,000	-	-	1,090,000	-	-	1,090,000	-	-	-
	Oak Street Lift Station and Force Main Phase IV	380,500	3,019,500	-	-	-	-	-	3,400,000	1,239,500	0.2	380,500	1,780,000	1,780,000	-	-	-	-
	Riverwalk Collector (Morriess Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	90,000	-	-	-	-	-	90,000
	Southside Force Main Extension	-	-	2,500,000	-	-	-	-	2,500,000	1,500,000	0	1,000,000	-	1,000,000	-	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	2,900,000	-	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	590,000	-	-	-	-	680,000	390,000	0.5	290,000	-	290,000	-	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	-	-	-	-	-	-	1,540,000	-	-	1,540,000	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	-	150,000	1,120,000	-	-	-	-	1,270,000	150,000	2	1,120,000	-	1,120,000	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	-	440,000	-	-	-	440,000	-	-	440,000	-	-	440,000	-	-	-
	Timber Creek Trunk Line (Morriess Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-	-	875,000	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriess Road)	-	-	-	-	550,000	-	-	550,000	-	-	550,000	-	-	-	550,000	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	-	480,000	-	-	-	480,000	-	-	480,000	-	-	480,000	-	-	-
	Upper Timber Interceptor (Morriess Road to One Place Lane)	-	400,000	4,200,000	-	-	-	-	4,600,000	400,000	2	4,200,000	-	4,200,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	-	430,000	-	430,000	-	-	430,000	-	-	-	-	430,000	-
	Wastewater System Model Update	237,285	6,500	6,500	6,500	6,500	6,500	-	269,785	269,785	0.5	-	-	-	-	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	1,000,000	-	-	-	-	-	1,000,000
	Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-
	Wellington Interceptor Rehabilitation (Brookville Lane to Garden Road)	-	-	-	-	390,000	-	-	390,000	-	-	390,000	-	-	-	390,000	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 24,262,285	\$ 6,326,000	\$ 9,766,500	\$ 2,266,500	\$ 5,096,500	\$ 3,486,500	\$ 14,530,000	\$ 65,734,285	\$ 6,874,285		\$ 22,610,000	\$ 36,250,000	\$ 4,370,000	\$ 7,960,000	\$ 2,260,000	\$ 4,090,000	\$ 3,480,000
	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 20,378,000	\$ 24,144,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 219,761,690	\$ 38,629,690		\$ 41,245,000	\$ 139,887,000	\$ 11,197,000	\$ 16,381,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 6 CONSENT ITEM

DATE: November 1, 2021

FROM: Paul Henley, Fire Chief *PH*

ITEM: Consider approval of an agreement with Denton County Emergency Services District No. 1 to provide fire suppression, emergency medical services, hazardous materials response and other emergency and non-emergency services to citizens located in designated areas of the District and the Town and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Denton County Emergency Services District No. 1 (ESD1) is a political subdivision of the State of Texas dedicated to providing fire protection, fire prevention education, and emergency medical services in the communities of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and surrounding areas of Denton County.

Flower Mound Fire Department's Station 6, located in Canyon Falls, is near some of ESD1's response areas. By allowing Flower Mound to automatically send an engine company to emergency calls in the identified area (Exhibit A), it will prevent another agency from responding further distances and passing Station 6 while responding to a call for service.

Under this agreement, the Town will provide the District with automatic aid, when available, by sending a paramedic engine company to Zones 405-408 shown in Exhibit A.

The District will provide the Town a paramedic engine via automatic response to all structure fires in Zones 400-404 and Zone 500 as shown in Exhibit A. In addition, the District will provide aid for major accidents on IH-35W in Zone 400 and all Zones west of U.S. Route 377 within the Town boundary. The District's engine will assist FMFD as it is located closer than many of FMFD's other stations.

This automatic aid agreement will be beneficial to all citizens in the response area, as it will ensure the quickest response time in an emergency.

FISCAL IMPACT: N/A

Finance Review by: N/A

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

ATTACHMENTS:

1. Automatic Aid Agreement-Denton County ESD1 and Town of Flower Mound

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

**AUTOMATIC AID AGREEMENT BETWEEN
DENTON COUNTY EMERGENCY SERVICE, S DISTRICT NUMBER 1
AND THE TOWN OF FLOWER MOUND**

This Automatic Aid Agreement ("Agreement") is made by and between the Denton County Emergency Services District Number 1, a political subdivision of the State of Texas ("District"), and the Town of Flower Mound, Texas ("Town"), a home rule municipal corporation formed and operating under the laws of the State of Texas (collectively the "Parties"), for the provision of fire protection and suppression services, emergency rescue services, EMS first responder services, hazardous materials response services, and other emergency and non-emergency services (collectively "Services") to residential, commercial, recreational, and rural properties located within certain designated areas of the District and the Town (the "Designated Areas") on a 24-hour per day, seven days a week automatic aid basis. This Agreement shall be effective as of the date of execution by the duly authorized legal representatives of both Parties and shall remain in effect until terminated by either Party in accordance with Article VII(A) of this Agreement.

WITNESSETH:

WHEREAS, the District is an emergency services district created and operating under Chapter 775, Texas Health and Safety Code, and Article III, Section 48-e, Texas Constitution, which provides fire protection, fire prevention, emergency medical services, and other emergency services to the residents and businesses within the District as allowed by law; and

WHEREAS, Texas Health and Safety Code §775.031(a)(9), *et seq.*, authorizes the District to enter into contracts with other entities to provide emergency and other services to the District; and

WHEREAS, the District's Board of Commissioners desires to enter into an automatic aid agreement with the Town for the Town to provide Fire Services and EMS Services to the residents and businesses located within Designated Areas of the District; and

WHEREAS, the Town Council of the Town desires to enter into an automatic aid agreement with the District for the District to provide Fire Services to the residents and businesses located within Designated Areas of the Town;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide Fire Services and EMS Services to the residents and businesses located within the Designated Areas more particularly described in Exhibit "A".

attached hereto and included herein for all purposes of this Agreement. This Agreement is not intended to create a legal partnership, joint venture, or similar relationship between the Parties.

ARTICLE II. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

AUTOMATIC AID: Automatic aid dispatch, when available, to all reported or confirmed first alarm structural fires, or the provision of other Services under this Agreement, within the Designated Areas.

DESIGNATED AREAS: The areas depicted in Exhibit "A".

EMERGENCY MEDICAL SERVICES PERSONNEL: A person, at least eighteen (18) years of age, who meets the minimum standards for training and education, as described in Section 773.050 of the Texas Health and Safety Code, and is certified at EMT-Basic or higher level by the Texas Department of State Health Services.

EMS EQUIPMENT: Ambulances and other equipment or personal property used by the Town for the provision of EMS Services.

EMS SERVICES: All pre-hospital Emergency Medical Services, including, but not limited to, first responder emergency medical services at a minimum level of Basic Life Support, and EMS ambulance transport services at a minimum level of a Mobile Intensive Care Unit ("MICU") as those terms are defined by applicable State of Texas laws, rules, and regulations.

FIRE OR EMS ALARM: Any request for emergency or non-emergency Fire Services or EMS Services.

FIRE SERVICES: Fire protection, fire suppression, fire prevention education, hazardous materials control and abatement, emergency rescue, and other emergency and non-emergency services to the public as necessary.

FIREFIGHTER: A person, at least eighteen (18) years of age, meeting the minimum standards for training and education set forth by the Texas Commission on Fire Protection and certified as an emergency medical technician or higher by the Texas Department of State Health Services.

FIREFIGHTING EQUIPMENT: The vehicles and protective clothing designed and used in fire suppression activities under this Agreement. This includes fire suppression vehicles and all related materials normally carried on or utilized by these vehicles, including, but not limited to: hoses, wrenches, generators, exhaust fans, nozzles, ladders, rescue saws, pneumatic and hydraulic tools, and self-contained breathing apparatus. Protective clothing includes boots, helmets, gloves, turn-out jackets and pants, hazardous materials suits, and similar personal protective equipment.

ARTICLE III. TERM

This Agreement shall have no set term but shall continue in effect unless and until terminated by either Party in accordance with Article VI I(A) of this Agreement.

ARTICLE IV. OBLIGATIONS

The Town will provide the District a paramedic engine company via automatic response in Zones 405, 406, 407, and 408 of Exhibit "A". This engine will respond to all emergency calls within these Zones.

The District will provide the Town a paramedic engine company via automatic response to respond to all structure fires in Zones 400, 401, 402, 403, 404, and 500 of Exhibit "A". Additionally, the District will provide the Town a paramedic engine company via automatic response for major accidents on IH-35W in Zone 400, all Zones being west of U.S. Route 377 within the Town boundary.

ARTICLE V. LIABILITY

- A. Pursuant to Texas Government Code section 791.006(a-1), the Parties to this Agreement hereby assign any civil liability arising from the furnishing of Services under this Agreement as follows. This assignment of liability is intended to be different than the liability otherwise assigned under section 791.006(a):

Each Party shall be responsible for its own acts or omissions and for any and all damages, claims, demands, suits, judgments, or other expenses of any kind arising from such acts or omissions by the Party, its employees, or representatives in the performance of this Agreement. Each Party shall be responsible for damage to its own equipment and/or death or injury of its own employees, and shall be solely responsible for any and all benefits and insurance costs applicable to its own employees, including but not limited to: wage, salary, pension, worker's compensation, disability, and medical expenses.

- B. The District waives all claims against the Town for any loss of or damages to persons or property, or claims or causes of action arising from performance of Services under this Agreement, including rights of subrogation against the Town, its agents, servants, successors, officers and employees.
- C. Neither Party shall be liable to the other for its costs of providing Automatic Aid Services under this Agreement; rather, each Party shall pay its own costs related to the provision of Services hereunder.

ARTICLE VI. AMENDMENT

This Agreement shall not be amended or modified in any way without the mutual consent of the

Parties in writing, and dated subsequent to the date hereof.

ARTICLE VII. MISCELLANEOUS

- A. Either Party may terminate this Agreement at any time without cause by giving thirty (30) days advance written notice of termination to the other Party. Notice must be given in accordance with Paragraph I. of this Article, below.
- B. This Agreement is executed in Denton County, Texas, and venue over any action relating to this Agreement shall lie exclusively in Denton County, Texas. This Agreement and the rights and obligations of the Parties shall be governed under and construed in accordance with the laws of the State of Texas without regard to any conflict of law principles.
- C. In an action to enforce any provision of this Agreement, the prevailing Party may recover its reasonable attorney's fees, costs, and expenses from the non-prevailing Party. This Section shall survive the termination of this Agreement.
- D. The Signatories to this Agreement warrant that they are duly authorized to enter into this Agreement on behalf of the respective Parties that they represent and that they have authority to bind those Parties to the provisions of this Agreement.
- E. This Agreement and any attachments, exhibits, terms or conditions incorporated herein constitutes the entire and sole agreement between the Parties and supersedes all prior agreements between the Parties, whether oral, written, or understood.
- F. The headings within this Agreement have been inserted for convenience of reference only, are not a part of this Agreement, and shall not limit or affect any of the provisions of this Agreement.
- G. If a court of competent jurisdiction deems any provision of this Agreement unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.
- H. This Agreement is nontransferable, in whole or in part, without both Parties' prior written consent and is for the exclusive benefit of the Parties as defined herein. No third party shall acquire any rights, remedies, benefits, or obligations hereunder.
- I. Any notices by the Parties under this Agreement, excluding reporting requirements, shall be sent by certified mail, return receipt requested, or by personal delivery, addressed to the appropriate Party at the following addresses:

If to the District: President
 Denton County Emergency Services District No. 1
 511 Gibbons Rd. S.
 Argyle, Texas 76226

With a copy to: Secretary
 Denton County Emergency Services District No. 1
 511 Gibbons Rd. S.
 Argyle, Texas 76226

If to the Town: Derek France, Mayor
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

With a copy to: Theresa Scott, Town Secretary
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

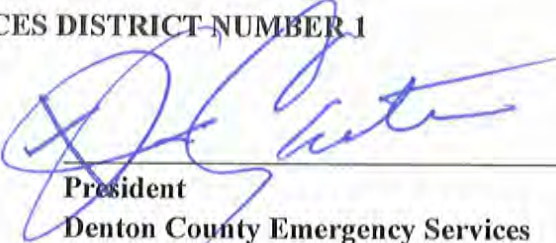
Fire Chief
 Flower Mound Fire Department
 3911 S. Broadway Ave.
 Flower Mound, TX 75028

Notices shall be effective upon the third day after mailing or, if delivered in person, upon receipt. Should a Party have a change of address, it shall be that Party's responsibility to timely notify the other Party of the new notice address.

- J. It is expressly understood and agreed that by entering into this Agreement neither the District nor the Town waives any immunity or defense that would otherwise be available to either Party under this Agreement.

This Agreement is executed and signed on this the 18th day of October, 2021.

DENTON COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1


 President
 Denton County Emergency Services
 District Number 1

Attest:



Secretary
Denton County Emergency Services
District Number 1

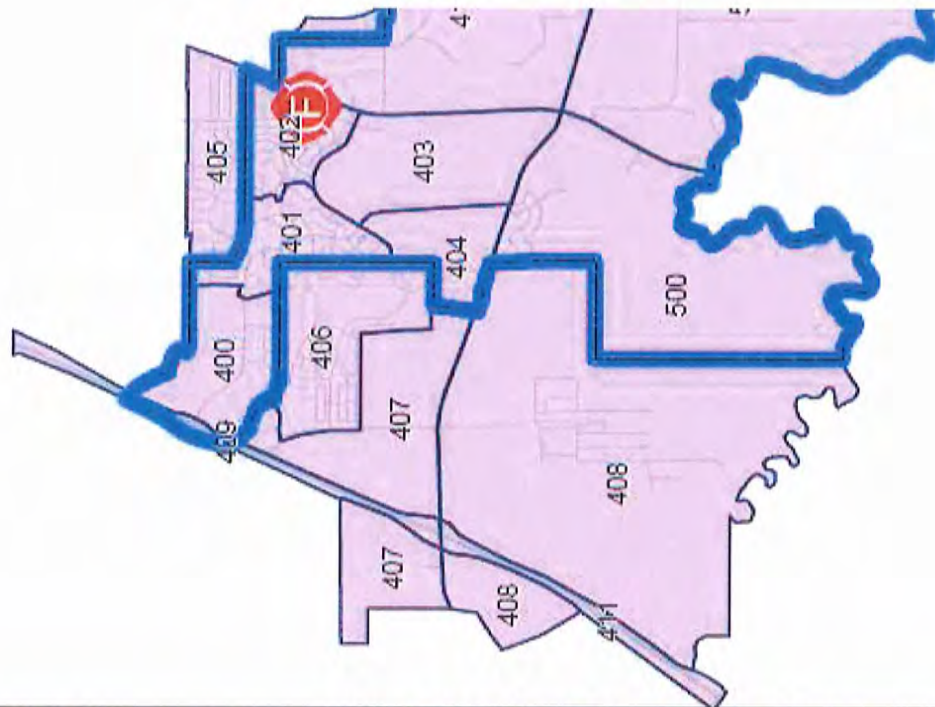
TOWN OF FLOWER MOUND

Derek France, Mayor

Attest:

Theresa Scott, Town Secretary

EXHIBIT "A"



Fire Response Zones - Mar 2018



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: November 1, 2021

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Consider approval of an amended Professional Services Agreement with WSB & Associates, Inc., to provide consultant services regarding mixed-use developments; and authorization for the Mayor to execute same on behalf of the Town after approval of the contract terms by the Town Attorney.**

SUMMARY DATA: The Professional Services Agreement as amended sets forth the services, and basis of compensation, for the review of the Flower Mound Ranch mixed-use development application by WSB & Associates, Inc.

BACKGROUND INFORMATION: The Town's Mixed-Use ordinance, which was adopted in 2008, requires 3rd party review of mixed-use applications by an outside consulting firm in order to ensure the best interests of the Town are respected, and that the adopted code for the mixed-use development utilizes up-to-date planning concepts and innovative design strategies.

In December 2019, once the Town became aware that an application was being prepared for the area known as Furst Ranch, which is designated for mixed-use development on the western end of Flower Mound, staff issued a direct solicitation to seven qualified firms. Three proposals were submitted in response, and the Town interviewed and ultimately selected WSB & Associates, Inc. to fill the role of 3rd party reviewer for this project.

A Professional Services Agreement was approved by Council on July 20, 2020, authorizing WSB & Associates, Inc. to provide consulting services for the identified Furst Ranch mixed-use development; however, on May 11, 2021, the Furst Ranch team withdrew all pending applications. A new mixed-use application for a portion of the same area was submitted on September 3, 2021, under the name Flower Mound Ranch.

As the Town's regulations require that for each project, a scope and fee is to be developed by the Town's consultant, based on the size and complexity of the project, the new application materials were provided to WSB & Associates, Inc. The attached agreement reflects the updated scope and fee identified by the consultant for the Flower Mound Ranch application. The agreed upon fee will be paid by the applicant; it is not expected that any Town funds will be expended as part of this review process.

FISCAL IMPACT: N/A

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Professional Services Agreement as to form and legality.

ATTACHMENTS:

1. Professional Services Agreement

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

PROFESSIONAL SERVICES AGREEMENT
FOR
PROPOSED MIXED USE DEVELOPMENT REVIEW

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

THIS PROFESSIONAL SERVICES AGREEMENT FOR PROPOSED MIXED USE DEVELOPMENT REVIEW (“CONTRACT”) is amended on this ____ day of ____, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **WSB & ASSOCIATES, Inc. d/b/a WSB Engineers and Surveyors, Inc.**, a design and consulting firm (hereinafter referred to as “CONSULTANT”), whose address is 1221 South MoPac Expy, #355, Austin Texas 78746.

WHEREAS, Section 98-904 of the Town’s Code of Ordinances provides, in part, that a planning firm designated by the Town shall review all mixed-use developments for compliance with Town’s regulations; and

WHEREAS, said Section further provides that mixed use project applicants “shall pay to the Town a fee to cover the expense of the mixed-use development analysis” and that the “fee determination will be made by the Town after review of the complexity, size and location of the proposed development”; and

WHEREAS, the TOWN has received an application to develop Flower Mound Ranch (PROJECT), under the Town’s Mixed Use Zoning District Regulations;

WHEREAS, the TOWN desires to obtain professional services to conduct the review under Section 98-904 from CONSULTANT for the anticipated PROJECT, which was the subject of a previous agreement between the TOWN and CONSULTANT; and

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

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

I.
Employment of Consultant

CONSULTANT shall perform as an independent contractor all services under this CONTRACT to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the urban design and planning professions, both public and

private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this CONTRACT, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to review the PROJECT, including the tasks enumerated more fully in Attachment A hereto and entitled "Scope of Services." Attachment A is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment A and this CONTRACT, the terms and conditions of this CONTRACT shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be an amount not to exceed \$89,919. All tasks that have been authorized by the TOWN in writing shall be compensated at the hourly rate(s) established in Attachment A, subject to the agreed upon not-to-exceed dollar amount.

This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, including but not limited to additional services, trips, or expenses, must be approved in advance by TOWN in writing signed by the parties. Such additional expenses may be paid as incurred and billed to TOWN pursuant to this CONTRACT over and above the total payment amount identified in this provision. Any additional expenses or charges not approved in writing in advance by TOWN shall remain the sole responsibility of CONSULTANT.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed by CONSULTANT during the previous month. Each invoice also shall state the hours billed or percentage of work completed on the Project through the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Within thirty (30) days of receipt of each such monthly invoice TOWN shall pay the invoice submitted by CONSULTANT. Failure to pay the invoice within thirty (30) days may constitute default.

Nothing contained in this CONTRACT shall require TOWN to pay for any work that is not performed and submitted in compliance with the terms of this CONTRACT, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to

bring legal action for damages or for specific performance of this CONTRACT. Waiver of any default under this CONTRACT shall not be deemed a waiver of any subsequent default.

IV.

Revisions to the Scope of Services

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

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require approval of the mixed-use project applicant and/or Town Council and may be subject to the current budget year limitations.

V.

Term

This CONTRACT shall begin on the date that TOWN received a formal mixed-use development application for the Project, and shall terminate when the TOWN has approved or taken other official action relative to the PROJECT, or otherwise terminates this CONTRACT as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provisions of this CONTRACT, this CONTRACT may be terminated at any time by TOWN for any cause by providing CONSULTANT thirty (30) days' written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in any way connected with this CONTRACT and shall proceed to promptly cancel all existing contracts insofar as they are related to this CONTRACT. TOWN shall pay CONSULTANT for any authorized work performed pursuant to this CONTRACT up to the date CONSULTANT is provided notice of said termination.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this CONTRACT shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT may retain in its files, copies of all drawings,

specifications and all other pertinent information for the work ("Work Products"). CONSULTANT may utilize all Work Products for any lawful purpose including, but not limited to, marketing to the extent only that such Work Products do not contain "Confidential Information," as defined in Section XVIII. TOWN acknowledges that all materials and documents prepared or assembled by CONSULTANT under this CONTRACT have been created solely for the specific project covered by this CONTRACT and may not be suitable for reuse on other projects. There will be no restriction on reuse of the materials and documents created and paid for under this CONTRACT, but reuse without the written verification or adaptation by CONSULTANT will be done at TOWN's sole risk and without liability to CONSULTANT.

If CONSULTANT uses any Work Products for marketing purposes, CONSULTANT must add the following statement to the face of the Work Products: "THE USE OR DISPLAY OF THIS ITEM IS NOT INTENDED TO BE NOR SHALL IT BE CONSIDERED, INTERPRETED, OR REPRESENTED TO BE AN ENDORSEMENT OF ANY PERSON, COMPANY, SERVICE, OR PROCESS BY TOWN." The statement must be in a bold type face as large as all other wording or writing but no less than 10 point in size. The statement must be plainly visible and legible when the Work Products are viewed in whatever medium presented.

VIII.

Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this CONTRACT such insurance as set forth below. CONSULTANT shall not commence work under this CONTRACT until CONSULTANT has obtained all the insurance required under this CONTRACT. All insurance policies provided under this CONTRACT shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" form provided that "tail coverage" or continuation coverage is provided as hereinafter required. The insurance requirements shall remain in effect throughout the term of this CONTRACT.

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

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

The following policies shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; Employers' Liability Insurance of

not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

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

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the CONTRACT. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

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

1. TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Tommy Dalton, Assistant Town Manager
Town of Flower Mound
2121 Cross Timbers Road

Flower Mound, Texas 75028
Email: tommy.dalton@flower-mound.com

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

C. CONSULTANT agrees to the following:

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

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

IX.
Right to Inspect Records

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

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES

AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT.

CONSULTANT'S OBLIGATIONS TO TOWN UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) CONSULTANT IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS CONTRACT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY CONSULTANT IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, CONSULTANT FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS CONTRACT, CONSULTANT'S OBLIGATIONS TO TOWN UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.

TOWN AGREES, TO THE EXTENT ALLOWED BY LAW IN THE ABSENCE OF A DEDICATED SINKING FUND AND WITHOUT WAIVING ITS RIGHT TO ASSERT SOVEREIGN OR GOVERNMENTAL IMMUNITY, TO INDEMNIFY AND HOLD HARMLESS THE CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY ARISING SOLELY FROM THE NEGLIGENT ACT, ERROR OR OMISSION OF TOWN, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM TOWN IS LEGALLY LIABLE, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY AN ACT OR OMISSION THAT GIVES RISE TO LIABILITY AGAINST TOWN PURSUANT TO TEXAS CIVIL PRACTICES & REMEDIES CODE § 101.001, *ET SEQ.*

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this CONTRACT.

All activities, investigations and other efforts made by CONSULTANT pursuant to this CONTRACT will be conducted by employees, associates or subcontractors of CONSULTANT.

XVIII.
Confidential Information

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

XIX.
Mailing Address

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

Mr. Tommy Dalton, Assistant Town Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

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

Jay Kennedy, Vice President, Texas Operations
WSB & Associates, Inc.
1221 South MoPac Expy, #355
Austin, Texas 78746

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

XX.
Applicable Law

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

XXI.
Severability

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

XXII.
Remedies

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

XXIII.
Entire Agreement

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

XXIV.
Non-Waiver

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

XXV.
Headings

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

XXVI.
Venue

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

XXVII.
No Third-Party Beneficiary

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

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

TOWN OF FLOWER MOUND, TEXAS

By: _____
Derek France, Mayor

Date Signed: _____

ATTEST:

Theresa Scott, Town Secretary

WSB & ASSOCIATES, INC.

By: _____
Jay Kennedy, Vice President, Texas Operations

Date Signed: _____

ATTACHMENT A

SCOPE OF SERVICES

Attend and facilitate meetings; support and advise Staff, P&Z and Town Council in facilitating zoning discussions for the PROJECT including intersection of program, design and zoning to achieve value capture, as well as infrastructure strategies and phasing in terms of how zoning/design impacts ability to maximize ROI and tax base within the vision of TOWN. Utilize extensive experience and knowledge of market to support TOWN in zoning/designing for a financially successful, socially engaging, long-term sustainable project based on proven, best-practice development patterns for mixed use areas and revitalization sites tailored to both the North Texas market and Flower Mound community standards.

Components of Mixed-Use Review:

- Drafting/Reviewing the Mixed-Use Ordinance - \$36,695
- Assistance with financing and development agreement - \$12,186
- Meetings: \$30,882
 - o Virtual technical meetings - assume 6 with developer & 6 with staff
 - o In-person technical meetings - assume 1
 - o Public meetings (Planning & Zoning or Town Council) - assume 2, 1 in-person
 - o Virtual community engagement - assume 1
 - o In-person community engagement - assume 1
- Administration - \$9,155
- Expenses - \$1,000

Schedule of Fees, not to exceed \$89,919.

Consultant's current fee schedule with hourly rates for personnel categories serving on this project is as follows:

Classification	Firm	Hourly Rate
Principal	WSB	\$205
Project Manager	WSB	\$185
Senior Advisor	WSB	\$225
Senior Planner	WSB	\$145-165
Planner	WSB	\$110-135
Traffic Engineer	WSB	\$185
Senior Advisor	FNI	\$240
Senior Planner	FNI	\$178
Landscape Architect	FNI	\$137
Planner	FNI	\$133

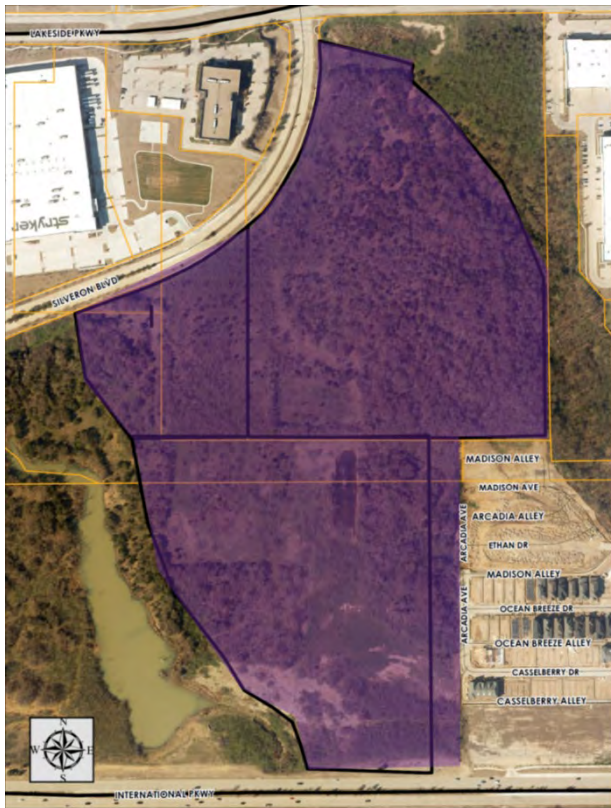


TOWN COUNCIL AGENDA ITEM NO. 8 REGULAR ITEM

DATE: November 1, 2021

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance for a Master Plan Amendment (MPA21-0005 - Silveron Flower Mound Duke) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Lakeside Business District Area Plan from Campus Commercial uses to Campus Industrial uses. The property is generally located north of International Parkway and east of Silveron Boulevard. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 30, 2021 meeting. On October 4, 2021, the Town Council moved to approve as presented; the motion failed by a vote of 3 to 2, as Master Plan Amendments require a super majority vote.*)



SUMMARY DATA:

- Lot Size – 66.90 acres
- MPA Request – Change land use from Campus Commercial uses to Campus Industrial uses
- SMARTGrowth – Passed
- Traffic Analysis – Passed

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

ATTACHMENTS:

1. Draft Ordinance
2. [Planning and Zoning Commission Staff Report Link](#)

LEGAL REVIEW: Alicia Kreh, 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.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, "LAND USE PLAN" AND SECTION 2.0, "AREA PLANS" OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE DESIGNATION WITHIN THE LAKESIDE BUSINESS DISTRICT AREA PLAN AND REFLECTED ON THE LAND USE PLAN MAP FROM CAMPUS COMMERCIAL USES TO CAMPUS INDUSTRIAL USES ON APPROXIMATELY 66.90 ACRES OF LAND SITUATED IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NO. 692; 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 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 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 of the Code of Ordinances of the Town of Flower Mound, the owner of the property described as approximately 66.90 acres of land situated in the Joseph Knight Survey, Abstract No. 692, Denton and Tarrant County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Campus Commercial Uses to Campus Industrial Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on August 30, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 4, 2021, 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 66.90 acres of land situated in the Joseph Knight Survey, Abstract No. 692, Denton and Tarrant 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, and Section 2.0, "Area Plans" are hereby amended to change the current land use

Ordinance No. _____

Page 2

designation from Campus Commercial Uses to Campus Industrial Uses for the approximately 66.90 acres of the project area depicted on Exhibit "B," attached hereto and incorporated herein 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 4TH DAY OF OCTOBER, 2021.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit A

LEGAL DESCRIPTION

BEING a tract of land situated in the Joseph Knight Survey, Abstract No. 692, Town of Flower Mound, Denton & Tarrant County, Texas and being part of a 86.557 acre tract of land described in Special Warranty Deed to PS Silveron/RMR, L.P., recorded in Document No. 2018-9044, Official Records, Denton County, Texas, and Instrument No. D218017563, Official Public Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with cap stamped "DAA" found for the north end of a right-of-way corner clip at the intersection of the south right-of-way line of Lakeside Parkway, (a 120' wide right-of-way) and the southeast right-of-way line of Silveron Boulevard, (a variable width right-of-way) and being the most northerly northwest corner of said 86.557 acre tract;

THENCE with said corner clip, South 38°42'25" West a distance of 42.71 feet to a 1/2" iron rod with cap stamped "DAA" found for the south end of said corner clip and the beginning of a non-tangent curve to the right, with a radius of 895.00 feet, central angle of 09°39'55", a chord bearing of South 01°58'10" East, and a chord length of 150.80 feet;

THENCE with said southeast right-of-way line of Silveron Boulevard and said non-tangent curve to the right, an arc distance of 150.98 feet to 5/8" iron rod with red plastic cap stamped "KHA" set for the **POINT OF BEGINNING**;

THENCE departing said southeast right-of-way line, South 69°42'23" East, a distance of 245.35 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner in the southwest line of called 2.4154 acre tract of land described as Tract D in Conservation Deed Restriction, recorded in Volume 4852, Page 357, said Deed Records;

THENCE with said southeast line of the 2.4154 acre tract, the following courses and distances:

South 10°51'00" West, a distance of 20.93 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 37°13'57" East, a distance of 141.84 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 50°44'19" East, a distance of 66.65 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 16°56'10" East, a distance of 87.11 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 54°06'45" East, a distance of 153.52 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 39°25'44" East, a distance of 146.80 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 48°20'20" East, a distance of 236.98 to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 30°48'14" East, a distance of 156.86 to a 5/8" iron rod with red plastic cap stamped "KHA" set for the south corner of said 2.4154 acre in the east line of said PS Silveron/RMR, L.P. tract (2018-9044) and the west line of Lot 2-X, Block A, Lakeside Ridge, an addition to the Town of Flower Mound, Denton County, Texas, according to

Exhibit A

the plat thereof recorded in Document No. 2013-361, Official Records, Denton County, Texas;

THENCE with said west line of Lot 2-X, South 0°56'17" East, a distance of 575.62 feet to a 1/2" iron rod with plastic cap stamped "DAA" found for corner;

THENCE departing said west line of Lot 2-X and with the south line of said 86.557 acre tract, North 89°47'00" West, a distance of 341.96 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

THENCE with the east line of said 86.557 acre tract, South 0°32'04" East, a distance of 1,259.33 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 86.557 acre tract in the north right-of-way line of F.M. 2499 (a 160' wide right-of-way);

THENCE with said north right-of-way line of F.M. 2499, South 89°33'45" West, a distance of 562.98 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of a called 10.5390 acre tract of land described as Tract C in said Conservation Deed Restriction;

THENCE departing said north right-of-way line of F.M. 2499 and with the northeast line of said 10.5930 acre tract, the following courses and distances:

North 9°16'44" West, a distance of 18.03 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 5°59'18" West, a distance of 92.52 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 27°38'49" West, a distance of 114.18 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 53°50'54" West, a distance of 100.64 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 62°22'05" West, a distance of 53.61 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 68°43'59" West, a distance of 79.61 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 45°04'36" West, a distance of 223.07 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 37°03'40" West, a distance of 260.89 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 17°16'47" West, a distance of 499.92 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 61°17'22" West, a distance of 301.92 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 2°51'59" East, a distance of 267.65 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 8°59'31" West, a distance of 136.68 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the northeast corner of said 10.5390 acre tract in said southeast right-of-way line of Silveron Boulevard;

Exhibit A

THENCE with said southeast right-of-way line of Silveron Boulevard, the following courses and distances:

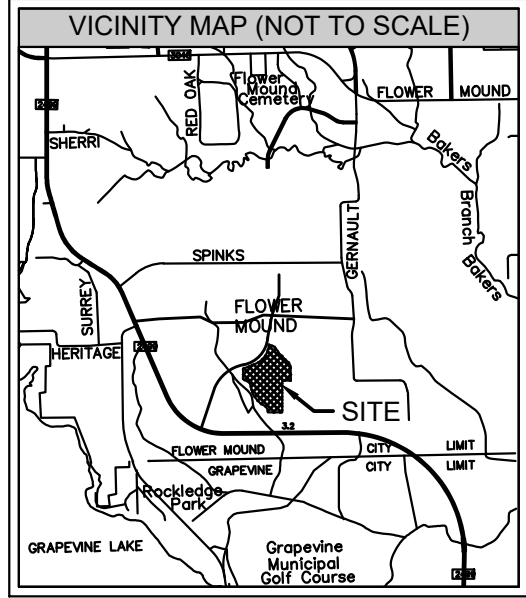
North 69°07'26" East, a distance of 481.37 feet to a 1/2" iron rod with cap stamped "DAA" found at the beginning of a tangent curve to the left having a central angle of 66°15'38", a radius of 895.00 feet, a chord bearing and distance of North 35°59'37" East, 978.32 feet;

In a northeasterly direction with said curve to the left, an arc distance of 1,035.02 feet to the **POINT OF BEGINNING** and containing 66.9000 acres or 2,914,162 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



A graphic scale in feet showing 0, 75, 150, and 300 feet. Below the scale is a north arrow pointing towards the top-left, with the word "NORTH" written inside the circle.



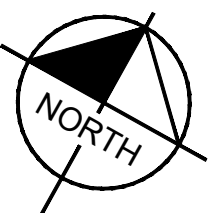
COMPREHENSIVE PLAN FEATURES	
LAND USE PLAN	
EXISTING	LAKESIDE BUSINESS DISTRICT - CAMPUS COMMERCIAL
PROPOSED	LAKESIDE BUSINESS DISTRICT - CAMPUS INDUSTRIAL
URBAN DESIGN PLAN	LAKESIDE BUSINESS DISTRICT
PARKS AND TRAILS PLAN	NONE
OPEN SPACE PLAN	SEE LANDSCAPE PLANS
THOROUGHFARE PLAN	FM2499 (MAJOR ARTERIAL) SILVERION BLVD (UBRAN MINOR ARTERIAL)
WATER PLAN	12" WATER ALONG FM2499 12" WATER ALONG SILVERION BLVD
WASTEWATER PLAN	8" GRAVITY MAIN FLOWING SOUTH ALONG SILVERION 12" GRAVITY MAIN FLOWING EAST ALONG LAKESIDE PKWY

PS SILVERON / RMR LP
5054 DEVELOPMENT PACIFIC CENTER II
14160 NORTH DALLAS PARKWAY STE 750
DALLAS, TX 75254
PHONE: (214) 354-3931
CONTACT: JIM WILLS

DUKE REALTY
14241 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254
PHONE: (972) 361-6700
CONTACT: JEFF THORNTON

Kimley»»Horn

13455 NOEL ROAD TWO GALLERIA OFFICE TOWER SUITE 700
DALLAS, TEXAS 75240
PHONE: 469-914-8612
CONTACT: KEVIN GRAHAM, P.E.
TEXAS REGISTERED ENGINEERING FIRM NO. F-928



Duke Legal Entity
14241 Dallas Parkway, Suite 1000
Dallas, TX 75254
972.361.6700 (p) • 972.361.6800 (f)

Civil Engineer

Kimley-Horn
13455 Noel Road Two Galleria Office Tower
Suite 700, Dallas, TX 75240
(469) 914-8612

Kimley»»Horn

Landscape Architect

Belle Firma
4245 N Central Expy, Suite 501
Dallas, TX 75205
(214) 865-7192

PRELIMINARY

FOR REVIEW ONLY NOT FOR
CONSTRUCTION OR PERMIT
PURPOSES.

Kimley»Horn
Engineer KEVIN P. GRAHAM

P.E. No. 120229
Date 04/21/202

Professional Seal

Silveron Flower Mound Duke

MASTER PLAN EXHIBIT

ISSUANCES

Rev #1:

DRAWING INFORMATION

Scale: AS SHOWN
Date: 04/21/2021
Checked By: JPG
Drawn By: MVZ
Duke Realty Job #: Duke Realty Job #
A/E Job #: 064082018

DRAWING / SHEET TITLE

MASTER PLAN
EXHIBIT

SHEET NUMBER

C-100

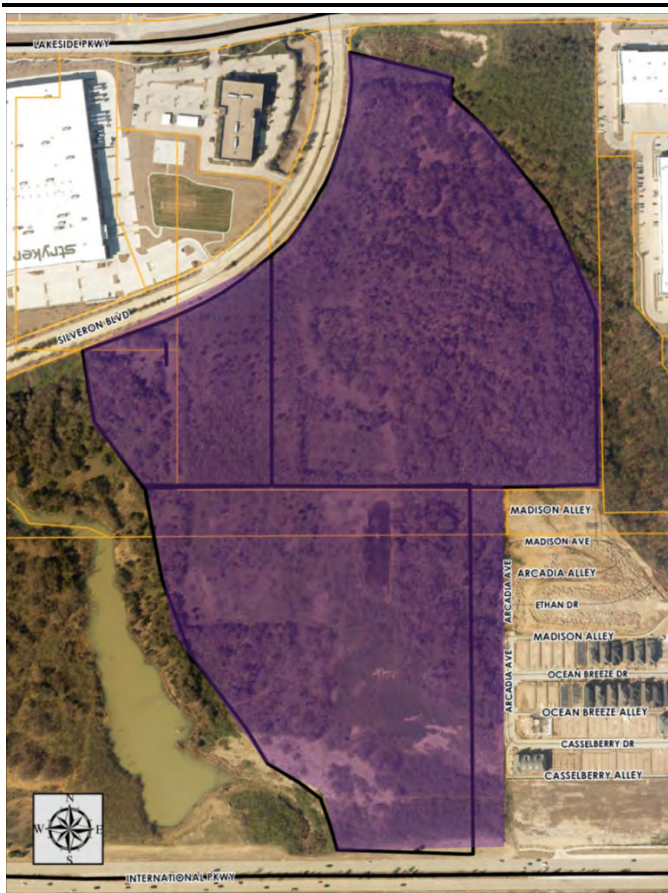


TOWN COUNCIL AGENDA ITEM NO. 9 REGULAR ITEM

DATE: November 1, 2021

FROM: Chuck Russell, Principal Planner

ITEM: Public Hearing to consider an ordinance amending the zoning (ZPD21-0003 - Silveron Flower Mound Duke) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.181 (PD-181) with Campus Industrial District (CI) uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection," and an exception to Section 82-302, "Compatibility buffer." The property is generally located north of International Parkway and east of Silveron Boulevard. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 30, 2021 meeting. On October 4, 2021, the Town Council moved to deny this item on the basis of inconsistency with the Master Plan [MPA21-0005]. The motion passed by a vote of 4 to 1.)*



SUMMARY DATA:

- Lot Size – 66.90 acres
- Proposed Zoning – PD for Campus Industrial (CI)
- Proposed Buildings – Two, one-story office, warehouse and distribution buildings that will contain 522,080 square feet and 160,160 square feet respectively
- SMARTGrowth – Passed, if slope exception is granted
- Traffic Analysis – Passed, based on the TIA, the traffic generated by the proposed development is not anticipated to drop the LOS of Silveron below a LOS of C. Additional requirements from the TIA are to include both right and left turn lanes at the intersection of middle driveway of the development and Silveron.
- Exceptions – Compatibility Buffer and Topographical Slope Protection
- Incentives – None

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

In order to address concerns brought up during P&Z deliberations, the applicant provided enhanced landscaping and screening for the truck trailer parking area on the west side of the site. The applicant also provided a screening and sound wall on the southeast side of the larger building that is closest to the existing residential neighborhood and reduced the amount of paving on the northeast side of the smaller building to lessen potential environmental impacts on the adjacent drainage area. Finally, the applicant has added benches and seating areas to the conceptual landscape plan at various locations along the trail that loops around the pond on the south side of the site.

ATTACHMENTS:

1. Draft Ordinance
2. [Planning and Zoning Commission Staff Report Link](#)

LEGAL REVIEW: Alicia Kreh, 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.

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 66.90 ACRES OF LAND SITUATED IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NO. 692, FROM PLANNED DEVELOPMENT DISTRICT-31 (PD-31) WITH CAMPUS COMMERCIAL DISTRICT (CC) USES TO PLANNED DEVELOPMENT DISTRICT-181 (PD-181) WITH CAMPUS INDUSTRIAL DISTRICT (CI) 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.

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 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 approximately 66.90 acres of land situated in the Joseph Knight Survey, Abstract No. 692, Denton and Tarrant County, Texas, have filed an application to change the zoning Planned Development District-31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District-181 (PD-181) with Campus Industrial District (CI) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 30, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 4, 2021, 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.

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 66.90 acres of land situated in the Joseph Knight Survey, Abstract No. 692, Denton and Tarrant County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District-181 (PD-181) with Campus Industrial District (CI) uses.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed Planned Development District No. 181 (PD-181), 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. 181 (PD-181).

SECTION 3

The official map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 181 (PD-181), 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 4TH DAY OF OCTOBER, 2021.

APPROVED:

Derek France, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY

Exhibit A

LEGAL DESCRIPTION

BEING a tract of land situated in the Joseph Knight Survey, Abstract No. 692, Town of Flower Mound, Denton & Tarrant County, Texas and being part of a 86.557 acre tract of land described in Special Warranty Deed to PS Silveron/RMR, L.P., recorded in Document No. 2018-9044, Official Records, Denton County, Texas, and Instrument No. D218017563, Official Public Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with cap stamped "DAA" found for the north end of a right-of-way corner clip at the intersection of the south right-of-way line of Lakeside Parkway, (a 120' wide right-of-way) and the southeast right-of-way line of Silveron Boulevard, (a variable width right-of-way) and being the most northerly northwest corner of said 86.557 acre tract;

THENCE with said corner clip, South 38°42'25" West a distance of 42.71 feet to a 1/2" iron rod with cap stamped "DAA" found for the south end of said corner clip and the beginning of a non-tangent curve to the right, with a radius of 895.00 feet, central angle of 09°39'55", a chord bearing of South 01°58'10" East, and a chord length of 150.80 feet;

THENCE with said southeast right-of-way line of Silveron Boulevard and said non-tangent curve to the right, an arc distance of 150.98 feet to 5/8" iron rod with red plastic cap stamped "KHA" set for the **POINT OF BEGINNING**;

THENCE departing said southeast right-of-way line, South 69°42'23" East, a distance of 245.35 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner in the southwest line of called 2.4154 acre tract of land described as Tract D in Conservation Deed Restriction, recorded in Volume 4852, Page 357, said Deed Records;

THENCE with said southeast line of the 2.4154 acre tract, the following courses and distances:

South 10°51'00" West, a distance of 20.93 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 37°13'57" East, a distance of 141.84 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 50°44'19" East, a distance of 66.65 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 16°56'10" East, a distance of 87.11 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 54°06'45" East, a distance of 153.52 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 39°25'44" East, a distance of 146.80 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 48°20'20" East, a distance of 236.98 to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 30°48'14" East, a distance of 156.86 to a 5/8" iron rod with red plastic cap stamped "KHA" set for the south corner of said 2.4154 acre in the east line of said PS Silveron/RMR, L.P. tract (2018-9044) and the west line of Lot 2-X, Block A, Lakeside Ridge, an addition to the Town of Flower Mound, Denton County, Texas, according to

Exhibit A

the plat thereof recorded in Document No. 2013-361, Official Records, Denton County, Texas;

THENCE with said west line of Lot 2-X, South 0°56'17" East, a distance of 575.62 feet to a 1/2" iron rod with plastic cap stamped "DAA" found for corner;

THENCE departing said west line of Lot 2-X and with the south line of said 86.557 acre tract, North 89°47'00" West, a distance of 341.96 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

THENCE with the east line of said 86.557 acre tract, South 0°32'04" East, a distance of 1,259.33 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 86.557 acre tract in the north right-of-way line of F.M. 2499 (a 160' wide right-of-way);

THENCE with said north right-of-way line of F.M. 2499, South 89°33'45" West, a distance of 562.98 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of a called 10.5390 acre tract of land described as Tract C in said Conservation Deed Restriction;

THENCE departing said north right-of-way line of F.M. 2499 and with the northeast line of said 10.5930 acre tract, the following courses and distances:

North 9°16'44" West, a distance of 18.03 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 5°59'18" West, a distance of 92.52 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 27°38'49" West, a distance of 114.18 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 53°50'54" West, a distance of 100.64 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 62°22'05" West, a distance of 53.61 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 68°43'59" West, a distance of 79.61 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 45°04'36" West, a distance of 223.07 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 37°03'40" West, a distance of 260.89 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 17°16'47" West, a distance of 499.92 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 61°17'22" West, a distance of 301.92 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 2°51'59" East, a distance of 267.65 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 8°59'31" West, a distance of 136.68 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the northeast corner of said 10.5390 acre tract in said southeast right-of-way line of Silveron Boulevard;

Exhibit A

THENCE with said southeast right-of-way line of Silveron Boulevard, the following courses and distances:

North 69°07'26" East, a distance of 481.37 feet to a 1/2" iron rod with cap stamped "DAA" found at the beginning of a tangent curve to the left having a central angle of 66°15'38", a radius of 895.00 feet, a chord bearing and distance of North 35°59'37" East, 978.32 feet;

In a northeasterly direction with said curve to the left, an arc distance of 1,035.02 feet to the **POINT OF BEGINNING** and containing 66.9000 acres or 2,914,162 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Exhibit B

Exhibit B
Development Standards

Planned Development District - 181 (PD-181)
Silveron Flower Mound Duke

The development on the property comprising approximately 66.900 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. The uses listed as Permitted Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C".

C. SPECIFIC USES. The uses listed as Specific Uses in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall 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 Campus Industrial District (CI) in the Town's Zoning Ordinance shall 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. The dimensional regulations listed in the Campus Industrial District (CI) in the Town's Zoning Ordinance shall be required for this Planned Development.

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 does not apply to this Planned Development.
 - i. Prior to the acceptance of the subdivision for the subject property, native shade trees, a minimum of three-inch caliper and of species included in section 94-66 of this Code shall be provided at a ratio of one tree per 400

Exhibit B

ORDINANCE NO. _____

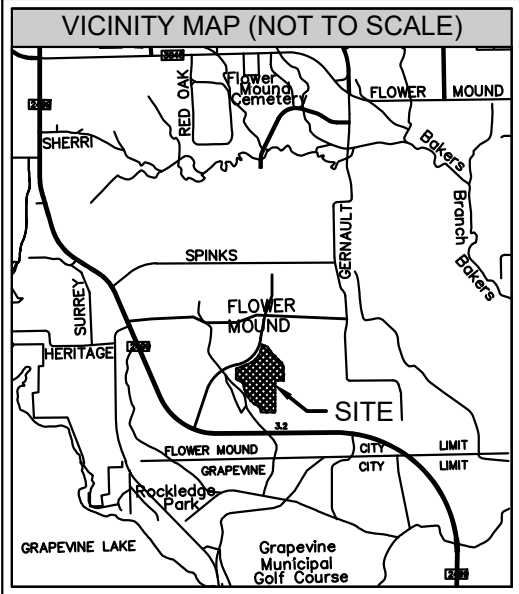
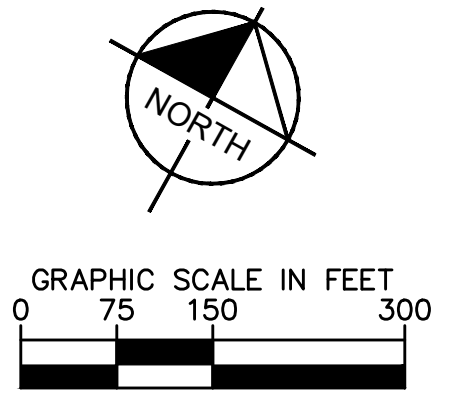
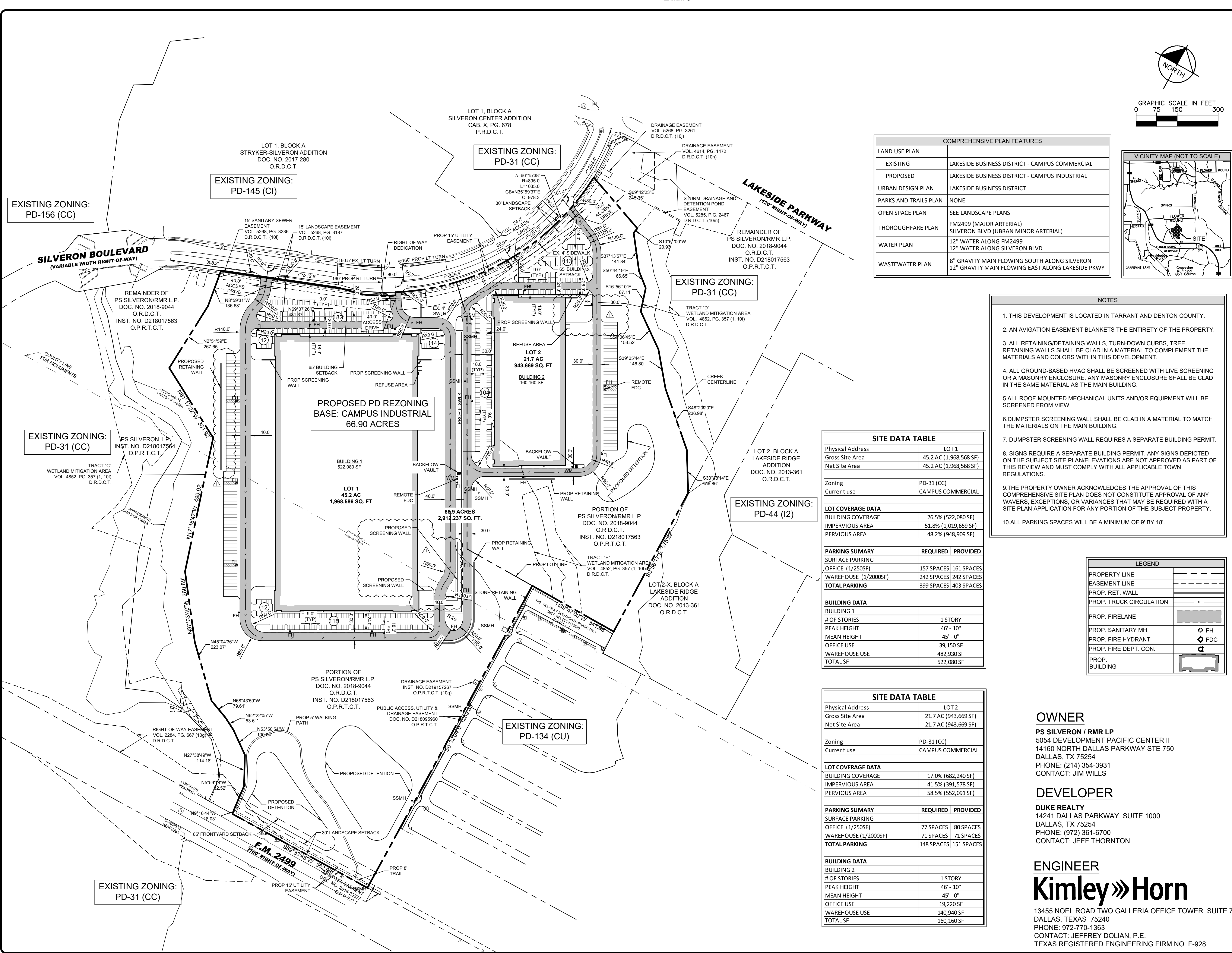
Page 2

square feet of buffer area. For the purposes of this ordinance, the buffer area is defined as the area 25 feet in width adjacent to the entirety of the residentially zoned property east of the subject property (approximately 950 linear feet). Native shade tree requirement shall be satisfied by healthy existing trees, supplemented by three-inch caliper plantings as necessary to meet this standard. The buffer for this Planned Development District includes areas that are not subject to Section 82-302 of the Town Code.

- ii. A solid masonry screening wall shall be constructed prior to the acceptance of a subdivision for the subject property as shown on Exhibit's "C", D" and "E". The minimum screening wall heights shall be as depicted on Exhibit "E".

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. The use of retaining walls taller than four foot (4') in height will be required to support the project. Any retaining wall four foot (4') or greater in height shall be designed by a professional engineer licensed by the State of Texas.



COMPREHENSIVE PLAN FEATURES	
LAND USE PLAN	
EXISTING	LAKESIDE BUSINESS DISTRICT - CAMPUS COMMERCIAL
PROPOSED	LAKESIDE BUSINESS DISTRICT - CAMPUS INDUSTRIAL
URBAN DESIGN PLAN	LAKESIDE BUSINESS DISTRICT
PARKS AND TRAILS PLAN	NONE
OPEN SPACE PLAN	SEE LANDSCAPE PLANS
THOROUGHFARE PLAN	FM2499 (MAJOR ARTERIAL) SILVERON BLVD (UBRAN MINOR ARTERIAL)
WATER PLAN	12" WATER ALONG FM2499 12" WATER ALONG SILVERON BLVD
WASTEWATER PLAN	8" GRAVITY MAIN FLOWING SOUTH ALONG SILVERON 12" GRAVITY MAIN FLOWING EAST ALONG LAKESIDE PKWY

- NOTES
1. THIS DEVELOPMENT IS LOCATED IN TARRANT AND DENTON COUNTY.
 2. AN AVIGATION EASEMENT BLANKETS THE ENTIRETY OF THE PROPERTY.
 3. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
 4. 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.
 5. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT WILL BE SCREENED FROM VIEW.
 6. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 7. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 8. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 9. THE PROPERTY OWNER ACKNOWLEDGES THE APPROVAL OF THIS COMPREHENSIVE SITE PLAN DOES NOT CONSTITUTE APPROVAL OF ANY WAVERS, EXCEPTIONS, OR VARIANCES THAT MAY BE REQUIRED WITH A SITE PLAN APPLICATION FOR ANY PORTION OF THE SUBJECT PROPERTY.
 10. ALL PARKING SPACES WILL BE A MINIMUM OF 9' BY 18'.

SITE DATA TABLE	
Physical Address	LOT 1
Gross Site Area	45.2 AC (1,968,568 SF)
Net Site Area	45.2 AC (1,968,568 SF)
Zoning	PD-31 (CC)
Current use	CAMPUS COMMERCIAL
LOT COVERAGE DATA	
BUILDING COVERAGE	26.5% (522,080 SF)
IMPERVIOUS AREA	51.8% (1,019,659 SF)
PERVIOUS AREA	48.2% (948,909 SF)
PARKING SUMMARY	
SURFACE PARKING	
OFFICE (1/250SF)	157 SPACES 161 SPACES
WAREHOUSE (1/2000SF)	242 SPACES 242 SPACES
TOTAL PARKING	399 SPACES 403 SPACES
BUILDING DATA	
BUILDING 1	
# OF STORIES	1 STORY
PEAK HEIGHT	46' - 10"
MEAN HEIGHT	45' - 0"
OFFICE USE	39,150 SF
WAREHOUSE USE	482,930 SF
TOTAL SF	522,080 SF

SITE DATA TABLE	
Physical Address	LOT 2
Gross Site Area	21.7 AC (943,669 SF)
Net Site Area	21.7 AC (943,669 SF)
Zoning	PD-31 (CC)
Current use	CAMPUS COMMERCIAL
LOT COVERAGE DATA	
BUILDING COVERAGE	17.0% (682,240 SF)
IMPERVIOUS AREA	41.5% (391,578 SF)
PERVIOUS AREA	58.5% (552,091 SF)
PARKING SUMMARY	
SURFACE PARKING	
OFFICE (1/250SF)	77 SPACES 80 SPACES
WAREHOUSE (1/2000SF)	71 SPACES 71 SPACES
TOTAL PARKING	148 SPACES 151 SPACES
BUILDING DATA	
BUILDING 2	
# OF STORIES	1 STORY
PEAK HEIGHT	46' - 10"
MEAN HEIGHT	45' - 0"
OFFICE USE	19,220 SF
WAREHOUSE USE	140,940 SF
TOTAL SF	160,160 SF

OWNER

PS SILVERON / RMR LP
5054 DEVELOPMENT PACIFIC CENTER II
14160 NORTH DALLAS PARKWAY STE 750
DALLAS, TX 75254
PHONE: (214) 354-3931
CONTACT: JIM WILLS

DEVELOPER

DUKE REALTY
14241 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254
PHONE: (972) 361-6700
CONTACT: JEFF THORNTON

ENGINEER

Kimley»Horn

13455 NOEL ROAD TWO GALLERIA OFFICE TOWER SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1363
CONTACT: JEFFREY DOLIAN, P.E.
TEXAS REGISTERED ENGINEERING FIRM NO. F-928

Duke REALTY

Duke Legal Entity
14241 Dallas Parkway, Suite 1000
Dallas, TX 75254
972.361.6700 (p) • 972.361.6800 (f)

Civil Engineer

Kimley-Horn
13455 Noel Road Two Galleria Office Tower
Suite 700, Dallas, TX 75240
(469) 914-8612

Kimley»Horn

Landscape Architect

Belle Firma
4245 N Central Expy, Suite 501
Dallas, TX 75205
(214) 865-7192

PRELIMINARY

FOR REVIEW ONLY NOT FOR
CONSTRUCTION OR PERMIT
PURPOSES.

Kimley»Horn

Engineer: JEFFREY W. DOLIAN

P.E. No. 114926

Date 08/04/2021

Professional Seal

Silveron Flower Mound
Duke

CONCEPTUAL SITE PLAN

ISSUANCES

Rev #1: SCREEN WALL/TRUCK COURTS 8/4/2021

DRAWING INFORMATION

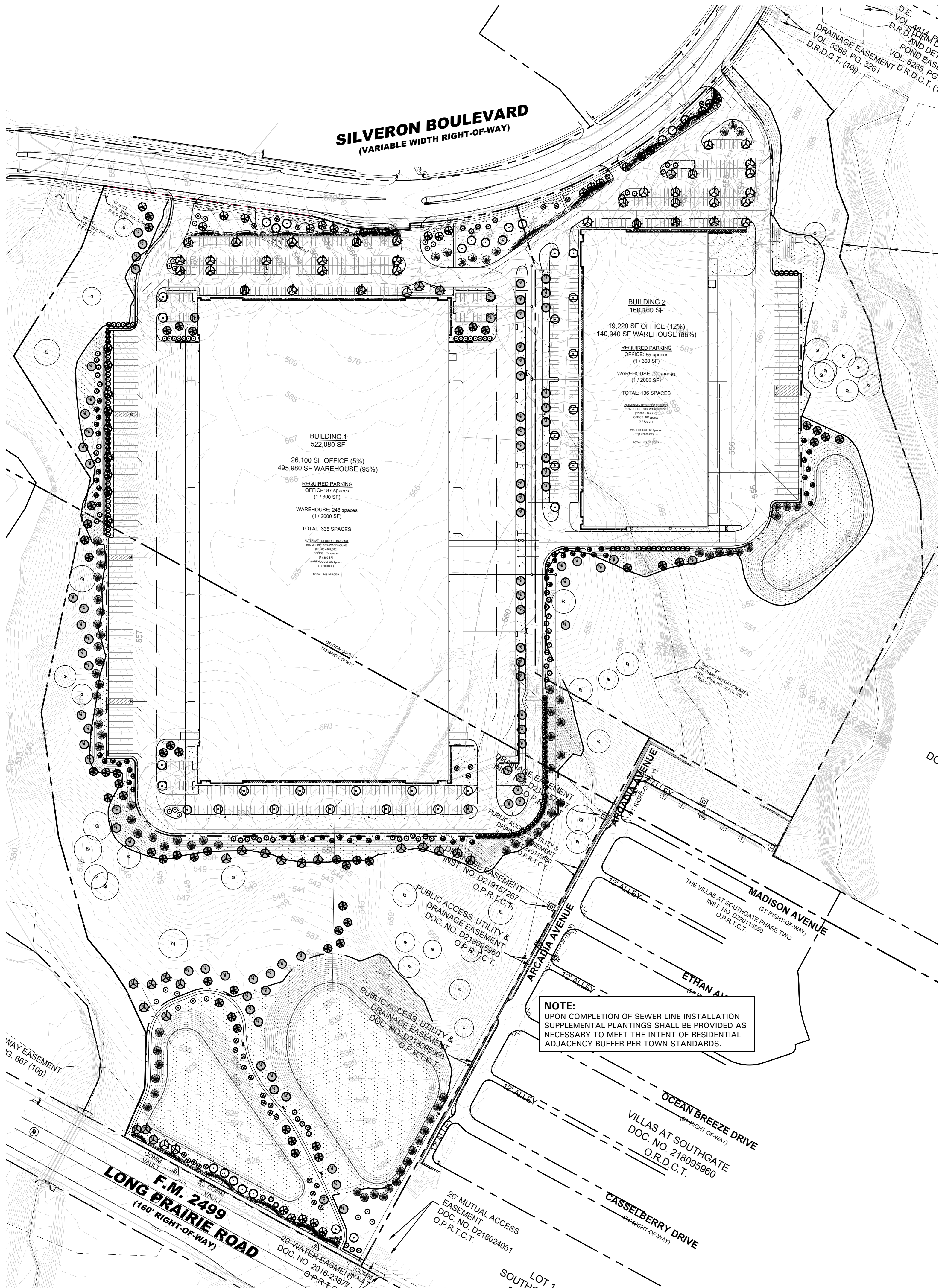
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Date: 08/04/2021
Checked By: JWD
Drawn By: MVZ
Duke Realty Job #: Duke Realty Job #:
A/E Job #: 064082018

DRAWING / SHEET TITLE

CONCEPTUAL
SITE PLAN

SHEET NUMBER

C-101



THE TOWN OF FLOWER MOUND - LAKESIDE BUSINESS DISTRICT (Campus Industrial)			
STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD	REQUIRED	PROVIDED
Min. 20% of street yard	268,152 s.f. of Street Yard	53,630 s.f. of Street Yard	58,651 s.f. of Street Yard
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 110,000 s.f. = 50 Trees + 1 Tree for every 5,000 s.f. over 110,000 s.f.	268,152 s.f. of Street Yard	82 Trees (3" cal.)	88 Trees (3" cal.)
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
Silveron Blvd.		25 ft.	25 ft.
FM 2499		25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 40 l.f.	Silveron Blvd. = 1,516 l.f.	38 Trees (3" cal.)	46 Trees (3" cal.)
	FM 2499 = 563 l.f.	14 Trees (3" cal.)	17 Trees (3" cal.)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	555 Parking Spaces	4,163 s.f.	20,295 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 10 parking spaes	555 parking spaces	56 trees (3" cal.)	56 trees (3" cal.)
** All parking spaces to be located within 50 ft. of Parking lot tree.			
*** 30% of the required parking lot trees can be small trees.			
PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. Screen	Screening shrubs (3' ht.)

MITIGATION TREE LEGEND

M. MITIGATION TREE (233) TOTAL

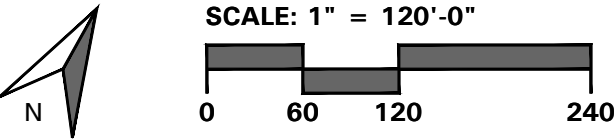
PLANT LIST

SYMBOL	BOTANICAL NAME TREES	COMMON NAME	QTY.	SIZE	REMARKS
AP	<i>Pinus eldarica</i>	Afgan Pine	123	6' ht.	B&B or container grown, full to base, 3' spread
CO	<i>Quercus muehlenbergii</i>	Chinkapin Oak	41	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
VT	<i>Vitex agnus-castus</i>	Vitex	22	2" cal.	B&B or container grown, 8' ht., 4' spread, 3 trunk min.
BO	<i>Quercus macrocarpa</i>	Bur Oak	42	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LO	<i>Quercus virginiana</i>	Live Oak	80	3" cal.	container grown, 15' ht., 5' spread, 5' branching ht., matching
ERC	<i>Juniperus virginiana</i>	Eastern Redcedar	123	6' ht.	B&B or container grown, full to base, 3' spread
LE	<i>Ulmus parvifolia 'Sempervirens'</i>	Lacebark Elm	61	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
CE	<i>Ulmus crassifolia</i>	Cedar Elm	89	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis 'Forest Pansy'</i>	Forest Pansy Redbud	33	30 gal.	container grown, 8' ht., 4' spread min.
SO	<i>Quercus shumardii</i>	Shumard Red Oak	49	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
SHRUBS/GROUNDCOVER					
DHG	<i>Pennisetum alopecuroides 'Hameln'</i>	Dwarf Hameln Grass	657	3 gal.	container full, 24" o.c.
DWM	<i>Myrica pusilla</i>	Dwarf Wax Myrtle	428	36" ht.	container full, 24" spread, 36" o.c.
LOR	<i>Loropetalum chinensis 'Plum Delight'</i>	Loropetalum 'Plum Delight'	851	3 gal.	container full, 18" spread, 24" o.c.
MIS	<i>Miscanthus sinensis 'Adagio'</i>	Miscanthus 'Adagio'	141	5 gal.	container full, 36" o.c.
NRS	<i>Ilex spp. 'Nellie R. Stevens'</i>	Nellie R. Stevens Holly	16	7 gal.	container full to base, 36" ht., 36" o.c.
SY	<i>Yucca recurvifolia</i>	Softleaf Yucca	92	5 gal.	container full, 36" o.c.
BS	<i>Carex divulsa</i>	Berkeley Sedge	514	1 gal.	container full, 30" o.c.
MFG	<i>Nassella tenuissima</i>	Mexican Feathergrass	1,434	1 gal.	container full, 24" o.c.
	<i>Cynodon dactylon</i>	Common Bermudagrass			solid sod, refer to Solid Sod Notes
	<i>Cynodon dactylon</i>	Common Bermudagrass			hydromulch, refer to Hydromulch Notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

FURNITURE LEGEND

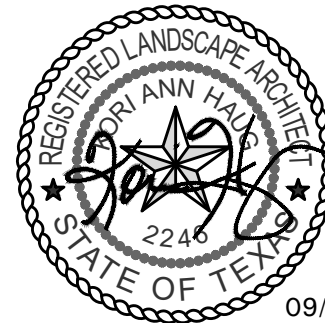
BENCH ON CONCRETE PAD (4) TOTAL



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FLOWER MOUND, TEXAS

OVERALL LANDSCAPE PLAN

ISSUANCES

DRAWING INFORMATION

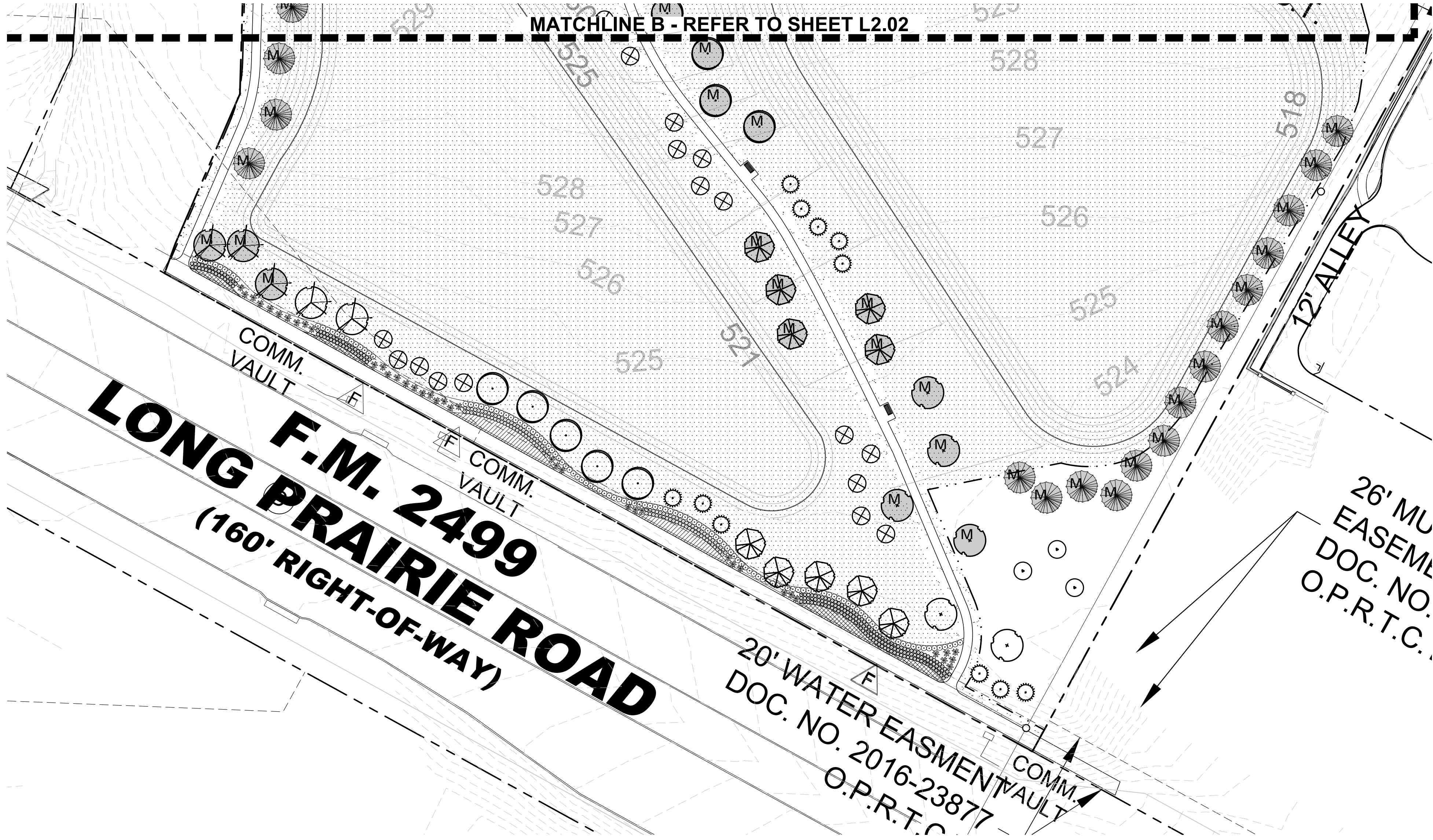
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A/E Job #:

DRAWING / SHEET TITLE

OVERALL
LANDSCAPE PLAN

SHEET NUMBER

L2.00



- LANDSCAPE NOTES**
1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
 2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
 3. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
 4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
 5. ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
 6. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
 7. ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
 8. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
 9. CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
 10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

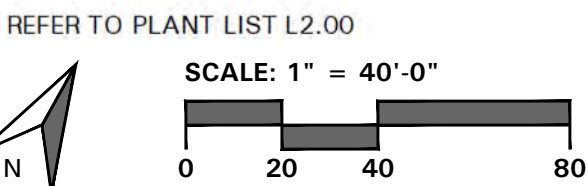
- MAINTENANCE NOTES**
1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
 2. ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
 3. ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
 4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
 5. ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
 6. CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

NOTE:

REMOVE EXISTING BARBED WIRE FENCE AND CLEAN FENCE LINE AT RESIDENTIAL ADJACENCY.

UPON COMPLETION OF SEWER LINE INSTALLATION SUPPLEMENTAL PLANTINGS SHALL BE PROVIDED AS NECESSARY TO MEET THE INTENT OF RESIDENTIAL ADJACENCY BUFFER PER TOWN STANDARDS.

SYMBOL	COMMON NAME
AP	Afgan Pine
CO	Chinkapin Oak
VT	Vitex
BO	Bur Oak
LO	Live Oak
ERC	Eastern Redcedar
LE	Lacebark Elm
CE	Cedar Elm
RB	Forest Pansy Redbud
SO	Shumard Red Oak
DHG	Dwarf Hameln Grass
DWM	Dwarf Wax Myrtle
LOR	Loropetalum 'Plum Delight'
MIS	Miscanthus 'Adagio'
NRS	Nellie R. Stevens Holly
SY	Softleaf Yucca
BS	Berkeley Sedge
MFG	Mexican Feathergrass
	Common Bermudagrass Solid Sod
	Common Bermudagrass Hydromulch



- GENERAL LAWN NOTES**
1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
 2. CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
 3. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
 4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
 5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
 6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
 7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

- SOLID SOD NOTES**
1. PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
 2. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
 3. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
 4. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

- HYDROMULCH NOTES**
1. CONTRACTOR SHALL SCARIFY, RIP AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
 2. BERMUDAGRASS SEED SHALL BE EXTRA HULLED AND TREATED LAWN TYPE, SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET STATE LAW REQUIREMENTS.
 3. FIBER SHALL BE ONE HUNDRED PERCENT (100%) WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY 'CONWEB' OR EQUAL.
 4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC. OR EQUAL.
 5. HYDROMULCH WITH BERMUDAGRASS SEED AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.
 6. USE A 4'X8' BATTER BOARD AGAINST ALL BED AREAS.
 7. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MAY 1, ALL HYDROMULCH AREAS TO BE WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDAGRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
 8. ALL LAWN AREAS TO BE HYDROMULCHED SHALL HAVE ONE HUNDRED PERCENT (100%) COVERAGE PRIOR TO FINAL ACCEPTANCE.

MITIGATION TREE LEGEND

M. MITIGATION TREE (233) TOTAL

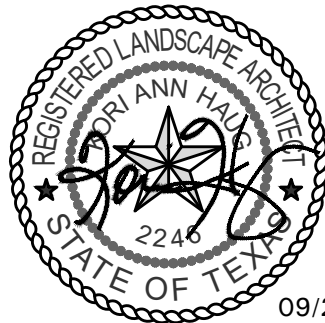
FURNITURE LEGEND

BENCH ON CONCRETE PAD (4) TOTAL

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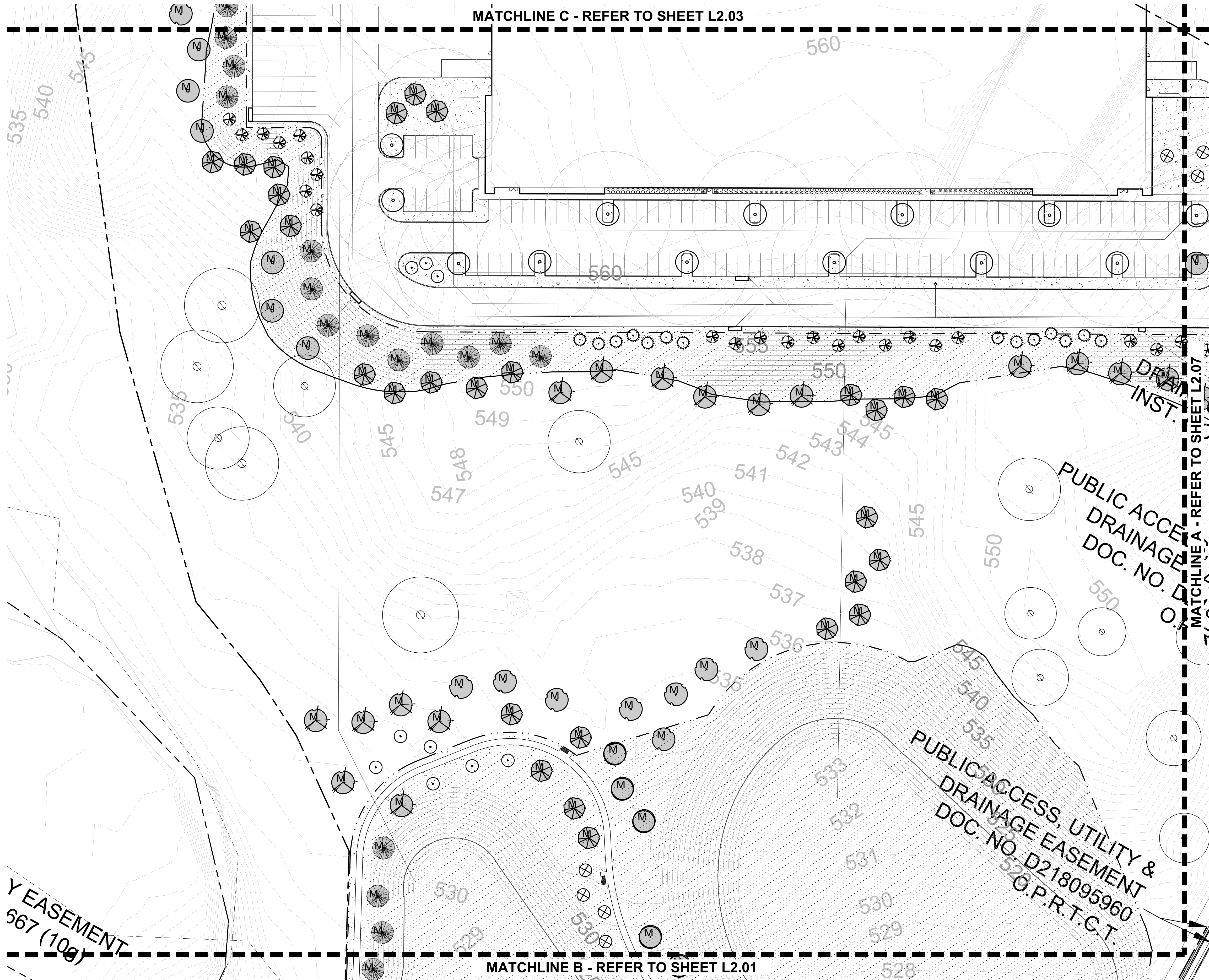
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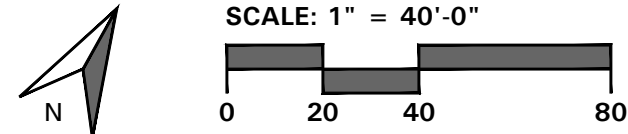
- FURNITURE LEGEND**

 - BENCH ON CONCRETE PAD (4) TOTAL
- MITIGATION TREE LEGEND**

 - MITIGATION TREE (233) TOTAL
- PLANT LEGEND**

SYMBOL	COMMON NAME
AP	Afghan Pine
CO	Chinkapin Oak
VT	Vitex
BO	Bur Oak
LO	Live Oak
ERC	Eastern Redcedar
LE	Lacebark Elm
CE	Cedar Elm
RB	Forest Pansy Redbud
SO	Shumard Red Oak
DHG	Dwarf Hameln Grass
DWM	Dwarf Wax Myrtle
LOR	Loropetalum 'Plum Delight'
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BS	Berkeley Sedge
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	Common Bermudagrass Solid Sod
	Common Bermudagrass Hydromulch

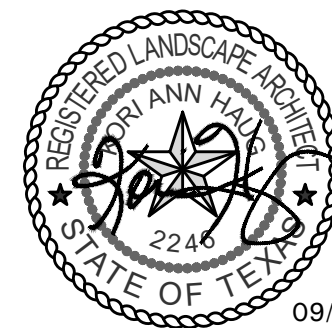
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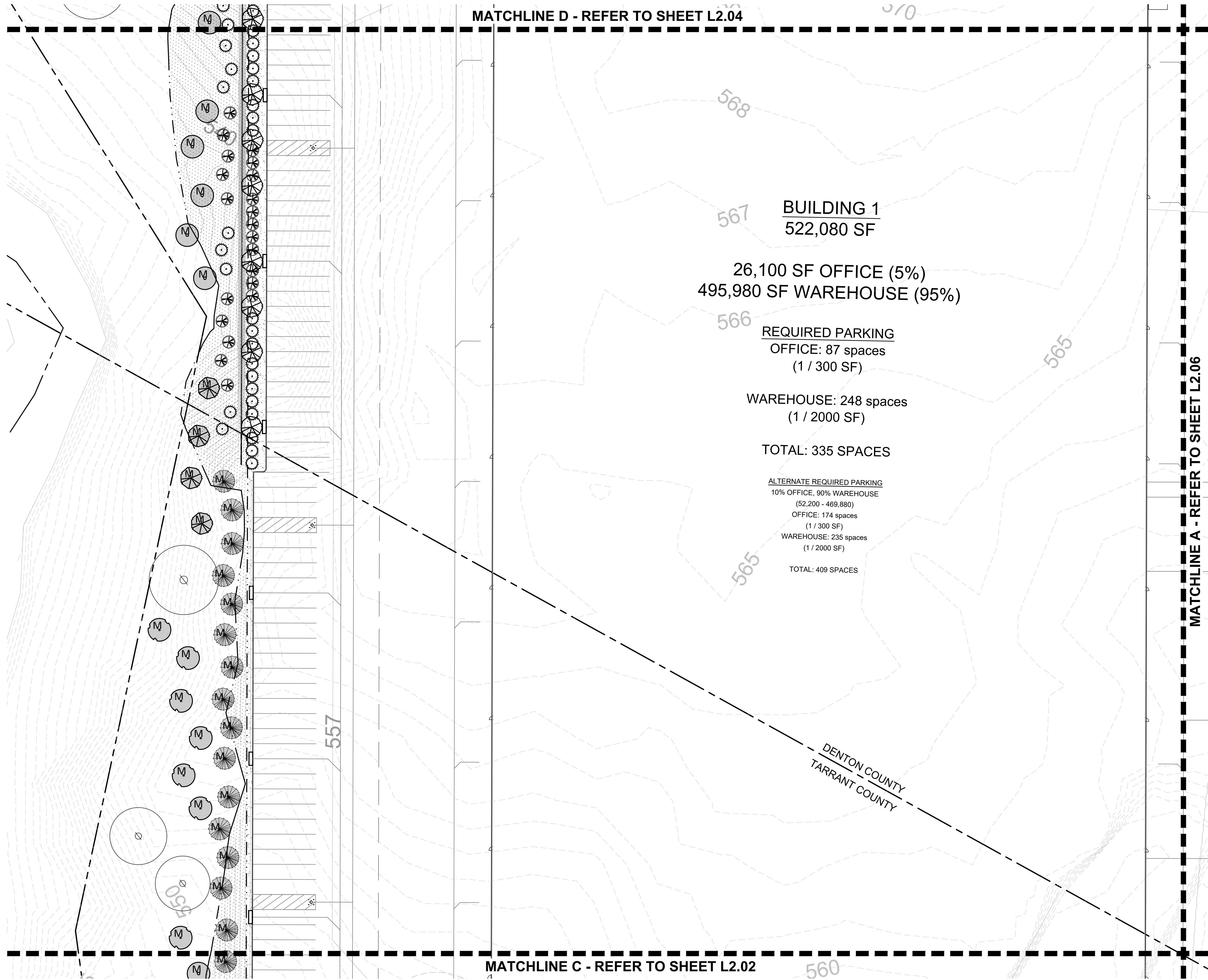
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LANDSCAPE
PLAN

SHEET NUMBER

L2.02



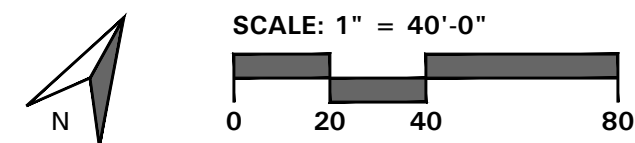
MITIGATION TREE LEGEND

M. MITIGATION TREE (233) TOTAL

PLANT LEGEND

SYMBOL	COMMON NAME
AP	Afgan Pine
CO	Chinkapin Oak
VT	Vitex
BO	Bur Oak
LO	Live Oak
ERC	Eastern Redcedar
LE	Lacebark Elm
CE	Cedar Elm
RB	Forest Pansy Redbud
SO	Shumard Red Oak
DHG	Dwarf Hameln Grass
DWM	Dwarf Wax Myrtle
LOR	Loropetalum 'Plum Delight'
MIS	Miscanthus 'Adagio'
NRS	Nellie R. Stevens Holly
SY	Softleaf Yucca
BS	Berkeley Sedge
MFG	Mexican Feathergrass
	Common Bermudagrass Solid Sod
	Common Bermudagrass Hydromulch

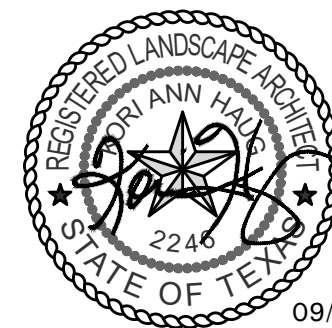
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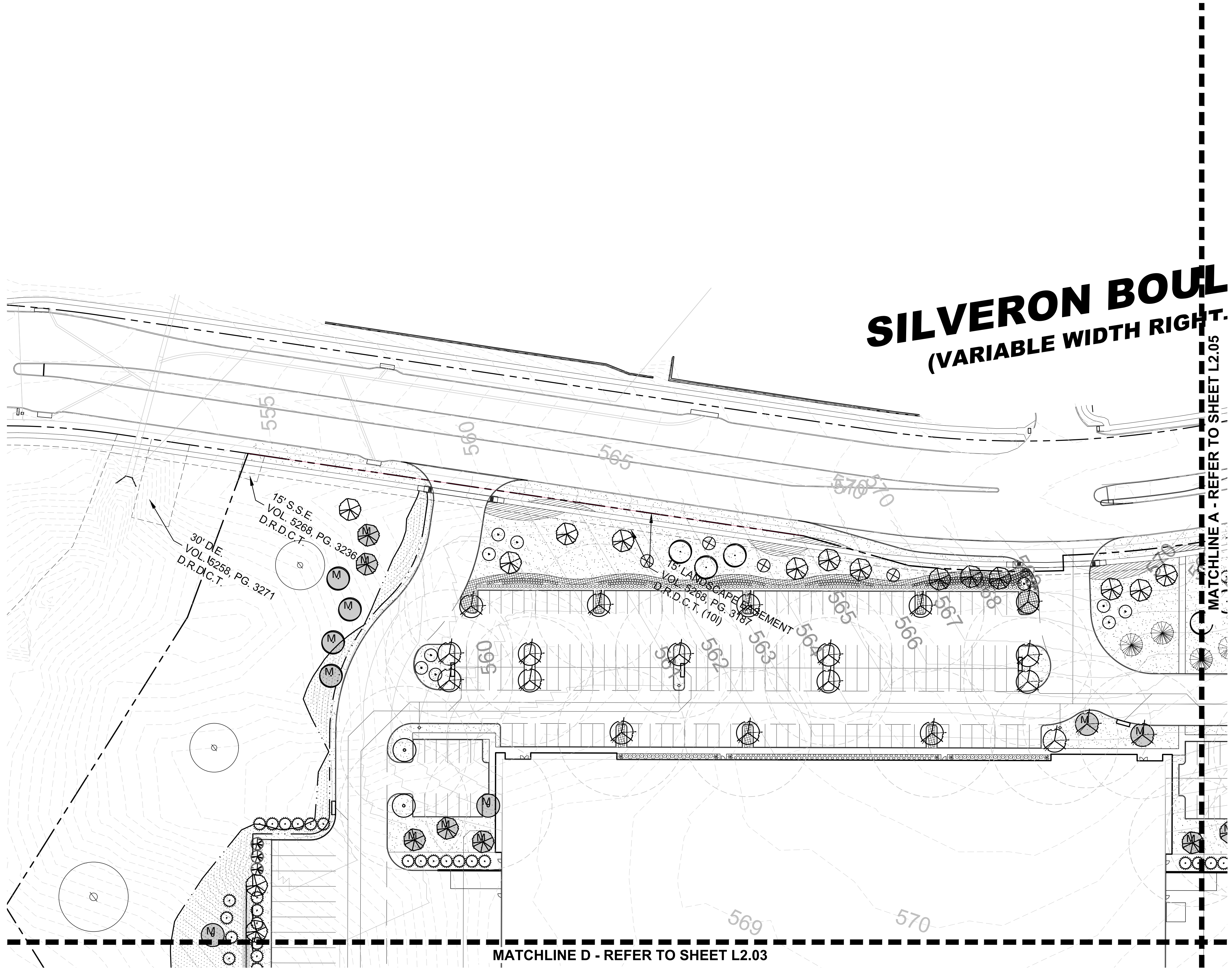
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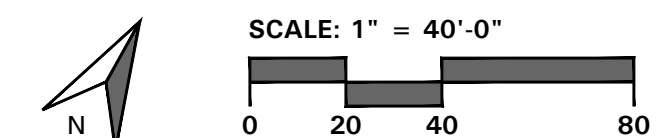
LANDSCAPE
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SHEET NUMBER

L2.03



- MITIGATION TREE LEGEND**
- M. MITIGATION TREE (233) TOTAL
- PLANT LEGEND**
- | SYMBOL | COMMON NAME |
|--------|--------------------------------|
| AP | Afghan Pine |
| CO | Chinkapin Oak |
| VT | Vitex |
| BO | Bur Oak |
| LO | Live Oak |
| ERC | Eastern Redcedar |
| LE | Lacebark Elm |
| CE | Cedar Elm |
| RB | Forest Pansy Redbud |
| SO | Shumard Red Oak |
| DHG | Dwarf Hameln Grass |
| DWM | Dwarf Wax Myrtle |
| LOR | Loropetalum 'Plum Delight' |
| MIS | Miscanthus 'Adagio' |
| NRS | Nellie R. Stevens Holly |
| SY | Softleaf Yucca |
| BS | Berkeley Sedge |
| MFG | Mexican Feathergrass |
| | Common Bermudagrass Solid Sod |
| | Common Bermudagrass Hydromulch |
- REFER TO PLANT LIST L2.00



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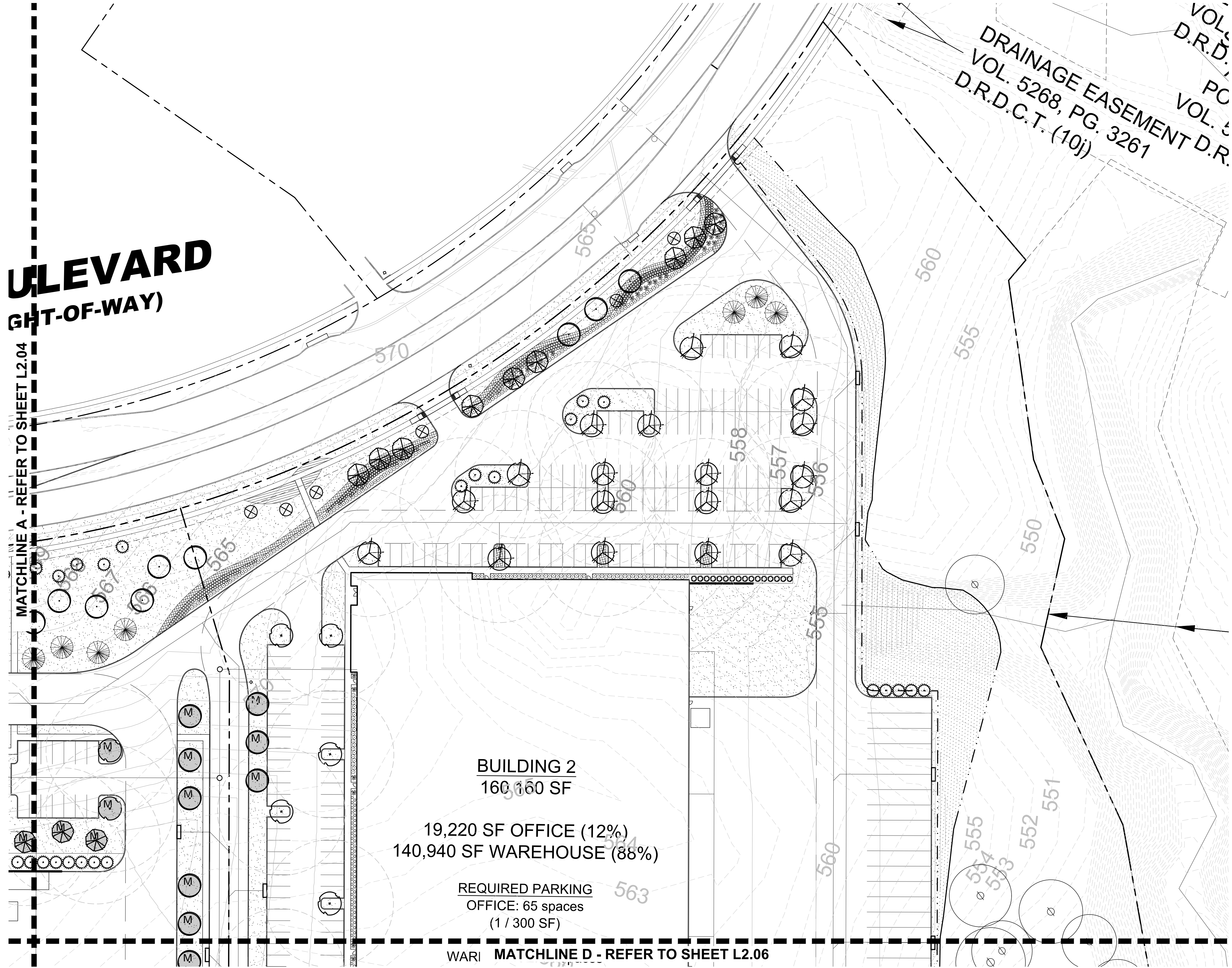
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PLAN

SHEET NUMBER

L2.04



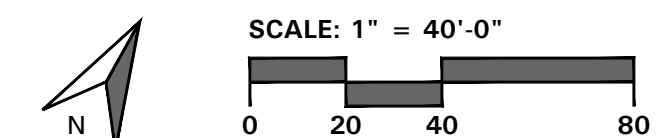
MITIGATION TREE LEGEND

M. MITIGATION TREE (233) TOTAL

PLANT LEGEND

SYMBOL	COMMON NAME
AP	Afghan Pine
CO	Chinkapin Oak
VT	Vitex
BO	Bur Oak
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	Common Bermudagrass Hydromulch

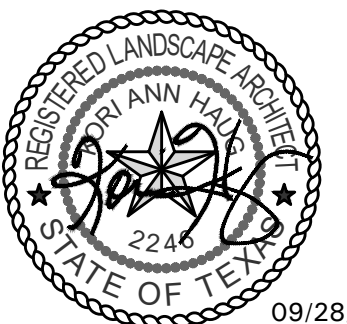
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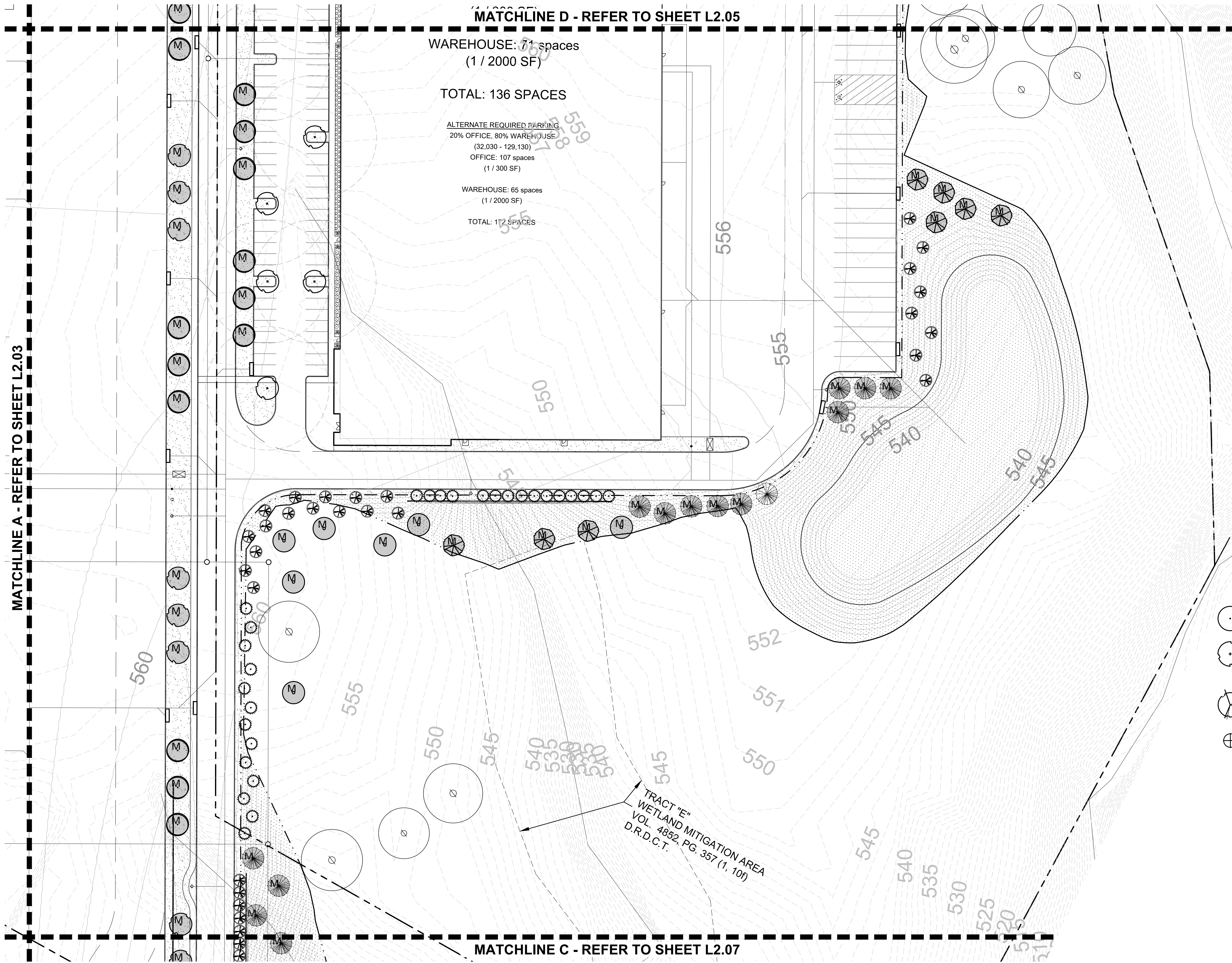
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MATCHLINE A - REFER TO SHEET L2.03

MATCHLINE D - REFER TO SHEET L2.05

MATCHLINE C - REFER TO SHEET L2.07

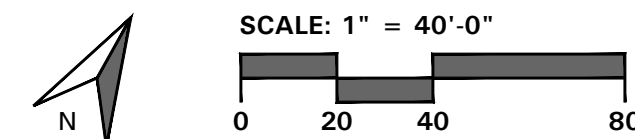
MITIGATION TREE LEGEND

M. MITIGATION TREE (233) TOTAL

PLANT LEGEND

SYMBOL	COMMON NAME
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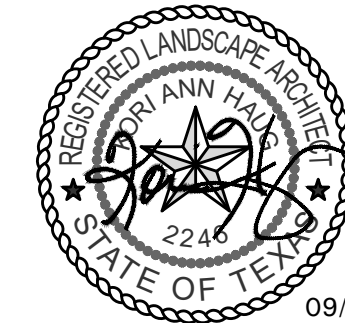
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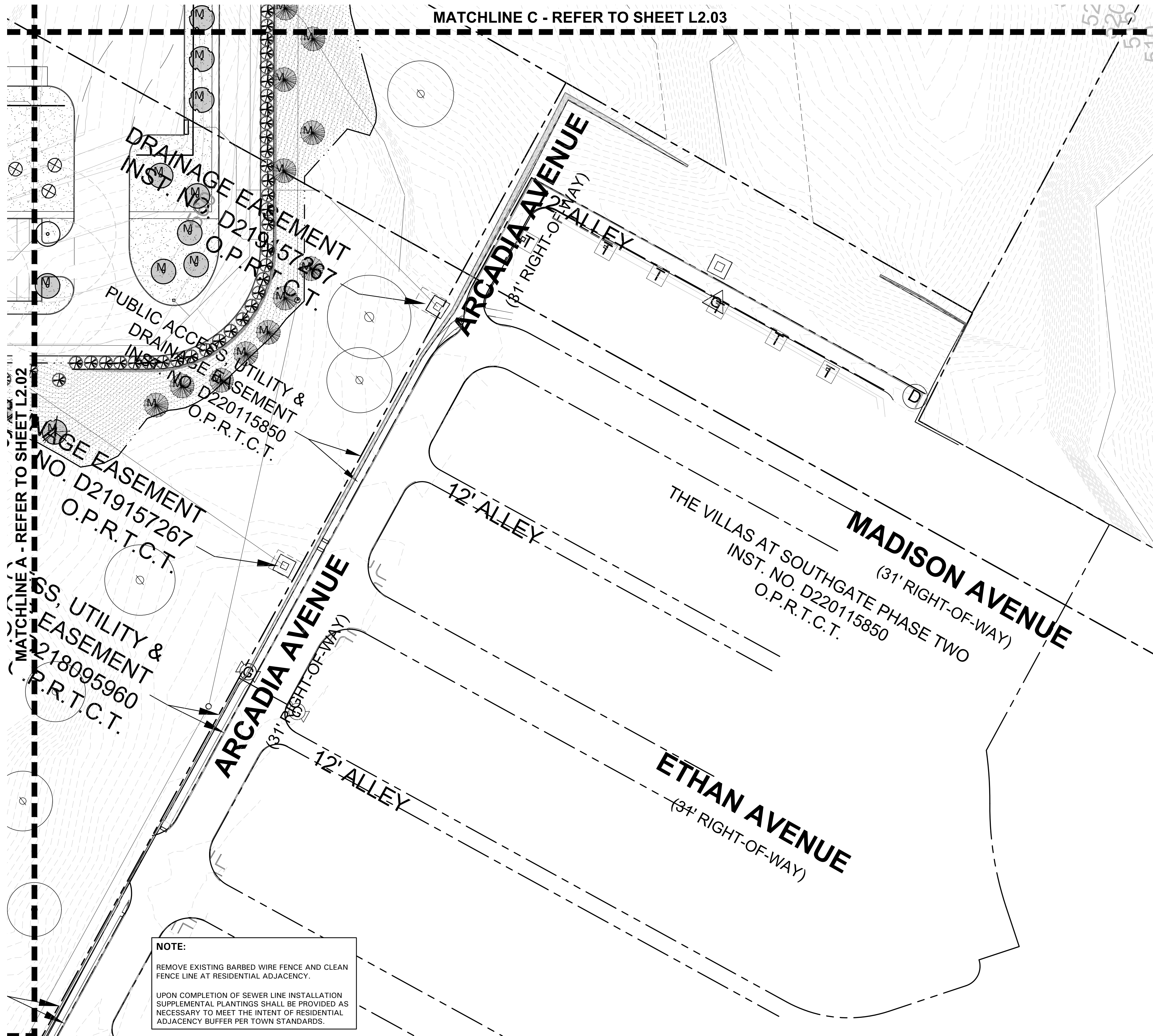
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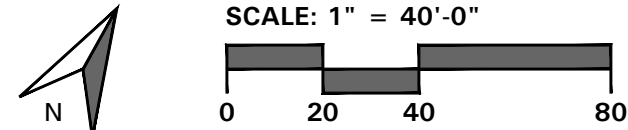
LANDSCAPE
PLAN

SHEET NUMBER

L2.06



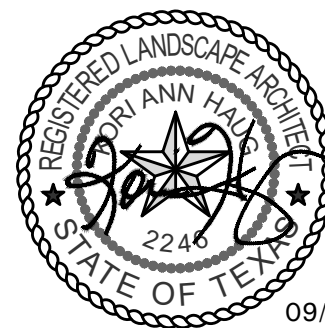
- MITIGATION TREE LEGEND**
- M.** MITIGATION TREE (233) TOTAL
- PLANT LEGEND**
- | SYMBOL | COMMON NAME |
|--------|--------------------------------|
| AP | Afghan Pine |
| CO | Chinkapin Oak |
| VT | Vitex |
| BO | Bur Oak |
| LO | Live Oak |
| ERC | Eastern Redcedar |
| LE | Lacebark Elm |
| CE | Cedar Elm |
| RB | Forest Pansy Redbud |
| SO | Shumard Red Oak |
| DHG | Dwarf Hameln Grass |
| DWM | Dwarf Wax Myrtle |
| LOR | Loropetalum 'Plum Delight' |
| MIS | Miscanthus 'Adagio' |
| NRS | Nellie R. Stevens Holly |
| SY | Softleaf Yucca |
| BS | Berkeley Sedge |
| MFG | Mexican Feathergrass |
| | Common Bermudagrass Solid Sod |
| | Common Bermudagrass Hydromulch |
- REFER TO PLANT LIST L2.00



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• Dallas, Texas 75205
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SILVERON
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

ISSUANCES

DRAWING INFORMATION

Scale: 1"= 40'-0"
Date: 03/22/21
Checked By: KAH
Drawn By: RMT
Duke Realty Job #:
A/E Job #:

DRAWING / SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L2.07

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs and grasses)
- Bed preparation and fertilization
- Notification of sources
- Water and maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: April 14, 2014 Edition; by American National Standards Institute, Inc. (Z60.1) – plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
- The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
 - Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, moving of grass, cleaning up and all other work necessary of maintenance.
 - A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
- B. Guarantee:

- Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

- a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
- b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
- c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
- Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- C. Selection of Plant Material:
- Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.
 - Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.
 - Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 - Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions.

do not measure from branch or root tip-to-tip.

- Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.
- Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.
- Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

- Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

- Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

- Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.
- Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
- Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.
- Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.
- Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.
- Remove rejected plant material immediately from job site.
- To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.
- B. Quantities: The drawings and specifications are complementary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.
- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.
- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as specified at no additional cost to the Owner.

specified at no additional cost to the Owner.

- Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature confirms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

- Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

- Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.
- Physical properties as follows:
 - Clay – between 7-27 percent
 - Silt – between 15-25 percent
 - Sand – less than 52 percent
- Organic matter shall be 3%-10% of total dry weight.

- If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of coarse and fine textured material.

- C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.

- D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

- E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

- F. Organic Fertilizer: Fertilaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

- G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.

- H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEEDGE Heavy Duty Steel.

- B. Staking Material for Shade Trees: refer to details.

- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

- D. Filter Fabric: 'Mirafi Mirascape' by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.

- E. River Rock: 'Colorado' or native river rock, 2" - 4" dia.

TREE PLANTING DETAIL LEGEND AND NOTES

- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org
- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.
- C. ROOT BALL: REMOVE TOP 1/2 BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.
- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.
- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL. TRUNK SHOULD BE IN THE CENTER OF THE RING.
- F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.
- G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR MALLET FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).

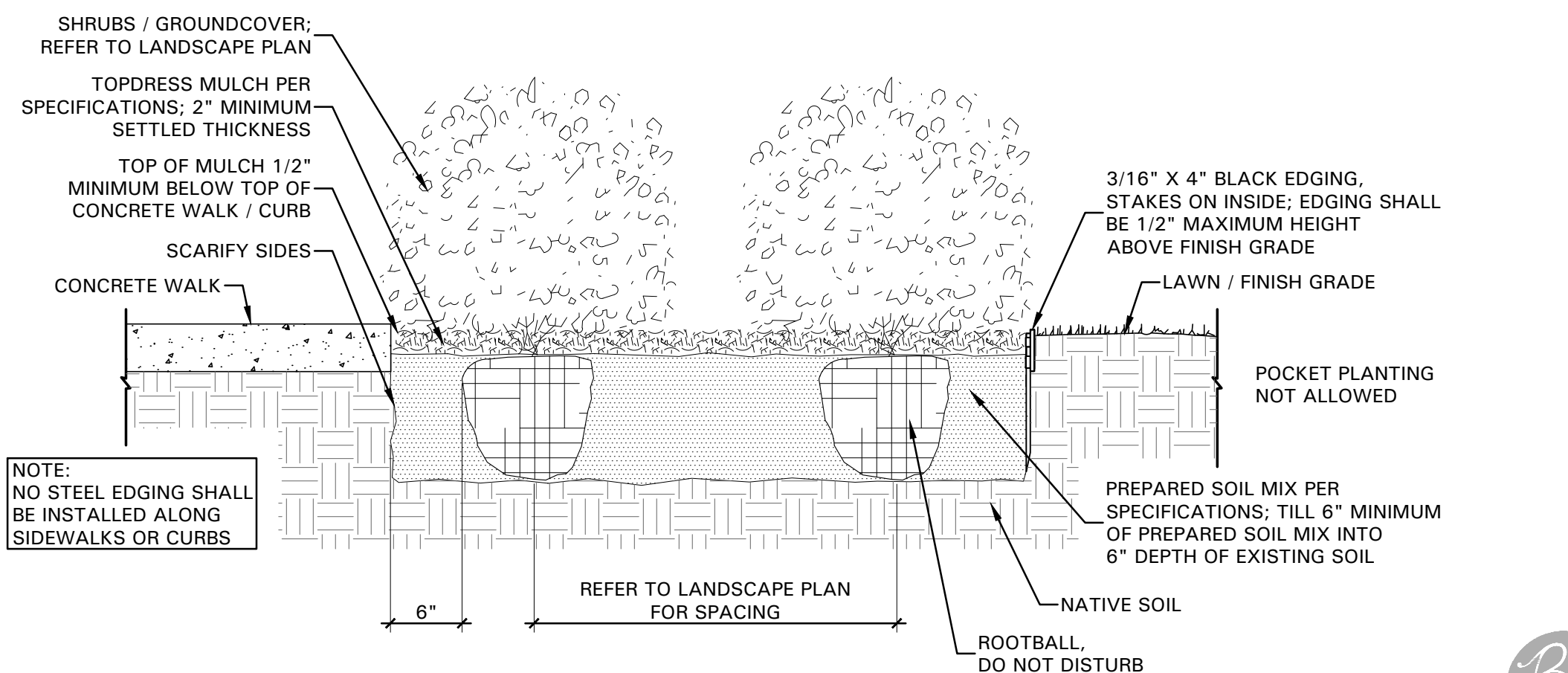
- H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.

- I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS. WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED. BELOW GROUND STAKE SHOULD NOT BE VISIBLE.

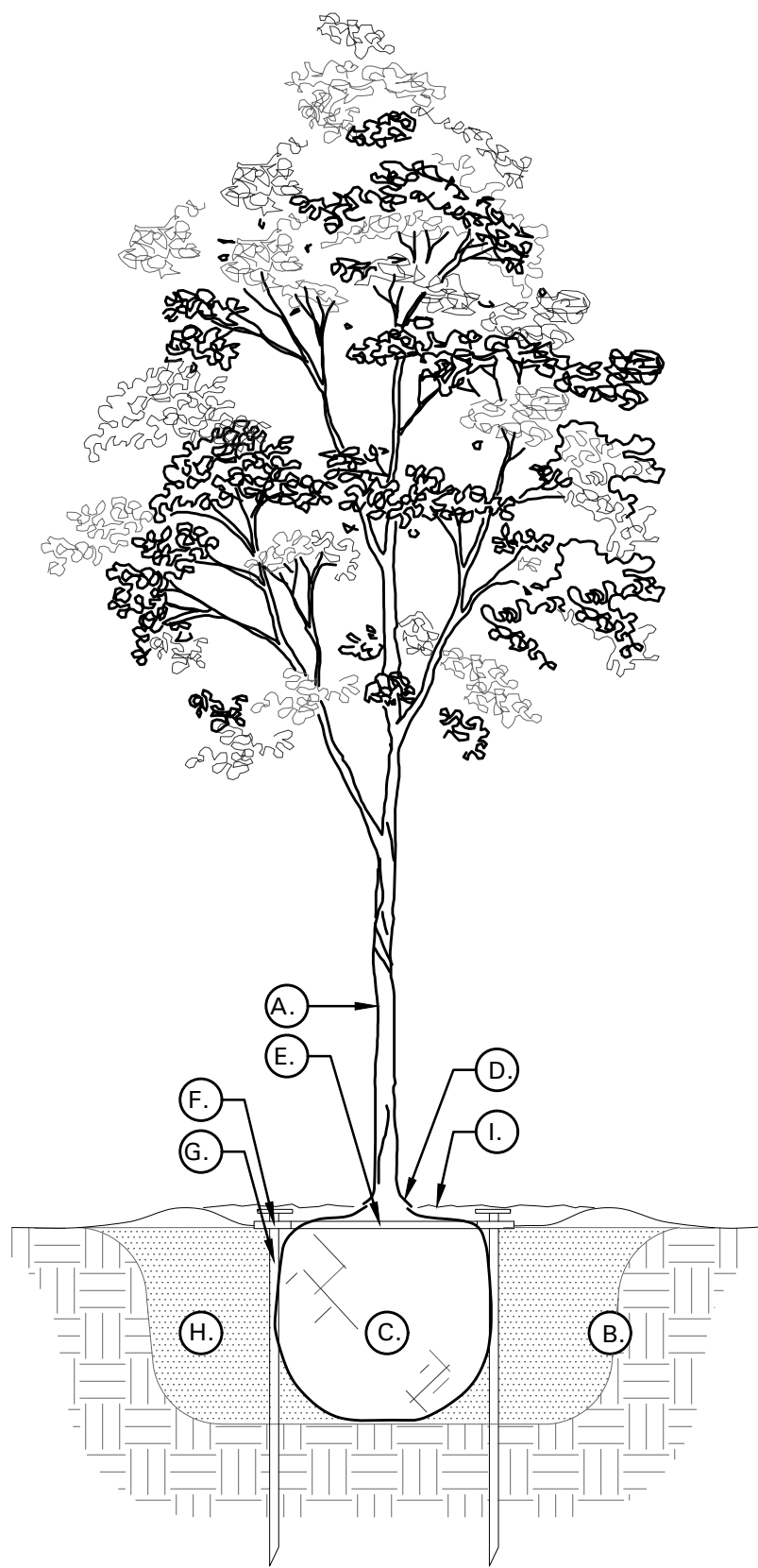
- J. TREE STAKES: TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL AVAILABLE FROM: Tree Stake Solutions ATTN: Jeff Tuley (903) 676-6143 jeff@treestakesolutions.com www.treestakesolutions.com

OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.

- K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



02 SHRUB / GROUNDCOVER DETAIL
NOT TO SCALE



01 TREE PLANTING DETAIL
NOT TO SCALE

tree planting detail as approved by the Landscape Architect if the percolation test fails.

- Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1/2 of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of 'root scoring'.

- Do not wrap trees.

- Do not over prune.

- Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.

- All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.

- Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3') feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.

- Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.

- Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.

- Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.
- Pruning shall be done with clean, sharp tools.
- Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.

- Steel Curbing Installation:

- Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
- All steel curbing shall be free of kinks and abrupt bends.
- Top of curbing shall be 1/2" maximum height above final finished grade.
- Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
- Do not install steel edging along sidewalks or curbs.
- Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

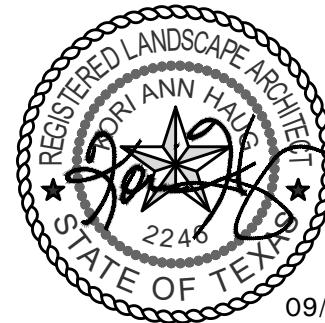
3.3 CLEANUP AND ACCEPTANCE

- Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION



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LANDSCAPE SPECIFICATIONS

ISSUANCES

DRAWING INFORMATION

Scale: 1"= 40'-0"
Date: 03/22/21
Checked By: KAH
Drawn By: RMT
Duke Realty Job #:
A/E Job #:

DRAWING / SHEET TITLE

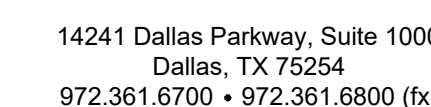
LANDSCAPE
SPECIFICATIONS AND DETAILS

SHEET NUMBER

L2.08



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• Dallas, Texas 75205
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PROPOSED ELEVATION

PROPOSED ELEVATION

	NORTH ELEVATION GLASS	08-25-21
	ADD SCREEN WALL	08-09-21
	ZPD SUBMITTAL	03-22-21
#	Description	Date

Scale:
Date: 02-22-2021
Checked By:
Drawn By:
Duke Realty Job #:
A/E Job #:

SHEET NUMBER

A6.01



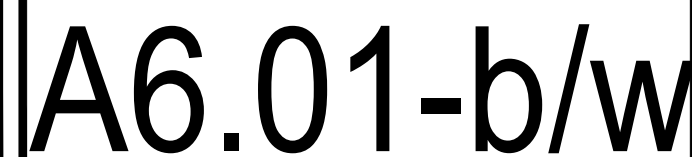
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	STONE: LONE STAR STONE YOSEMITE LEDGE		SPANDREL GLAZING
	STONE (DARK BASE): LONE STAR STONE YOSEMITE LEDGE		TINTED VISION GLAZING
			MTL. ACCENT CANOPY

	<u>MATERIAL</u>	<u>NORTH ELEV.</u>	<u>SOUTH ELEV.</u>	<u>EAST ELEV.</u>	<u>WEST ELEV.</u>
1.	TOTAL FACADE S.F.	24,176 S.F.	24,176 S.F.	44,475 S.F.	44,475 S.F.
2.	FACADE (EXCLUSIVE OF DOOR, WINDOWS/LOUVERS)	18,182 S.F.	20,454 S.F.	36,602 S.F.	36,602 S.F.
3.	DOORS AND WINDOWS S.F.	5,994 S.F.	3,722 S.F.	7,873 S.F.	7,873 S.F.
4.	PRIMARY MASONRY TOTALS - (MIN. 80%)	18,182 S.F. / 100%	20,454 S.F. / 100%	36,602 S.F. / 100%	36,602 S.F. / 100%
	*CONC. WALL S.F.	12,462 S.F. / 69%	14,734 S.F. / 72%	30,762 S.F. / 84%	30,762 S.F. / 84%
	*TEXTURED STONE S.F.	1,934 S.F. / 10%	1,934 S.F. / 9%	2,596 S.F. / 7%	2,596 S.F. / 7%
	*RECESSED FORM LINER S.F.	3,786 S.F. / 20%	3,786 S.F. / 18%	3,244 S.F. / 8%	3,244 S.F. / 8%
5.	SECONDARY - METAL ACCENT S.F.	220 SF / 1%	220 S.F. / 1%	120 S.F. / 0.3%	120 S.F. / 0.3%

NOTE:
ANY EXTERNAL ELECTRICAL PANELS TO BE PAINTED/TEXTURED
TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.



NOTE:
ANY EXTERNAL ELECTRICAL PANELS TO BE PAINTED/TEXTURED
TO MATCH THE MATERIAL AND COLOR OF THE BUILDING



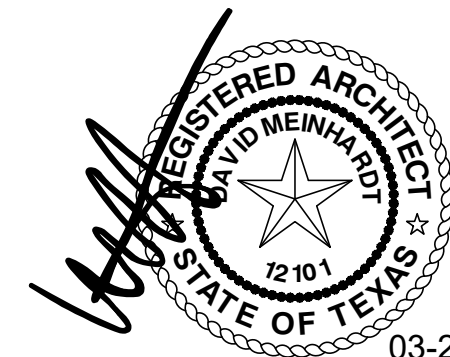


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Client / Consultant 1

Client / Consultant 2

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03-22-21
Professional Seal

SILVERON
FLOWER MOUND, TEXAS
PROPOSED ELEVATION

ISSUANCES

NORTH ELEVATION GLASS 08025-21
ZPD SUBMITTAL 03-22-21
Description Date

DRAWING INFORMATION

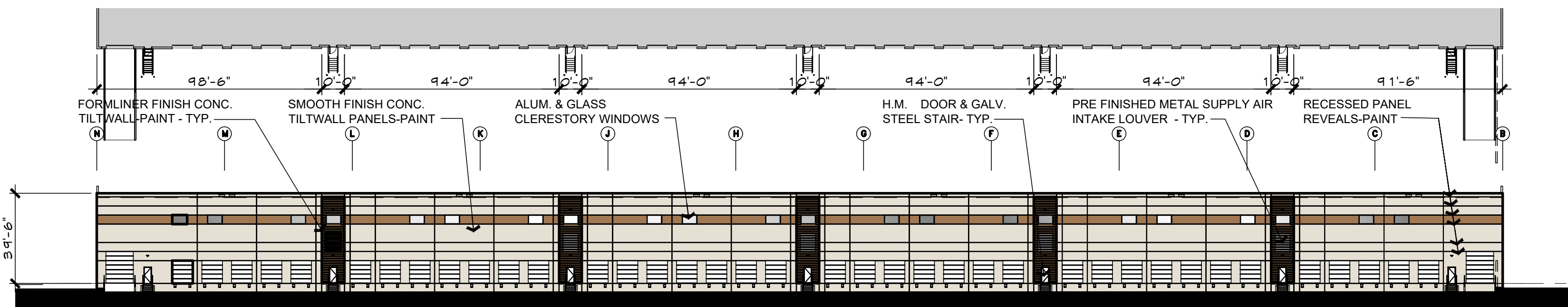
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Date: 02-22-2021
Checked By:
Drawn By:
Duke Realty Job #:
A/E Job #:

DRAWING / SHEET TITLE

Town Approval

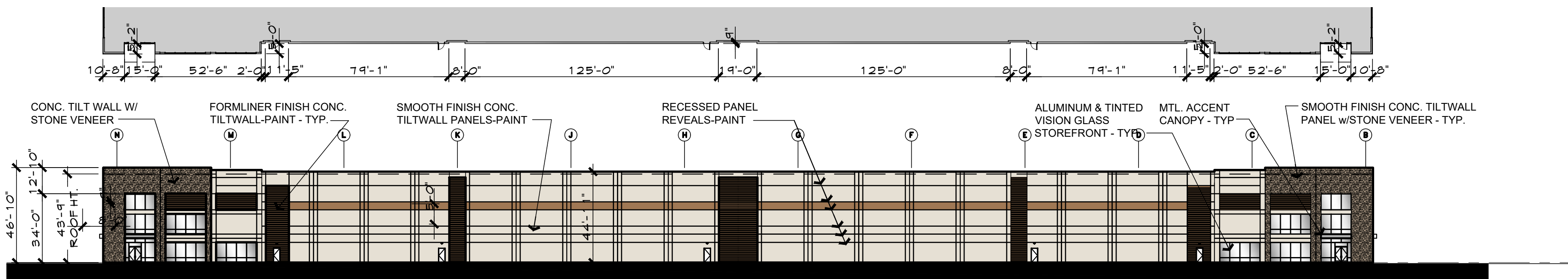
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A6.02



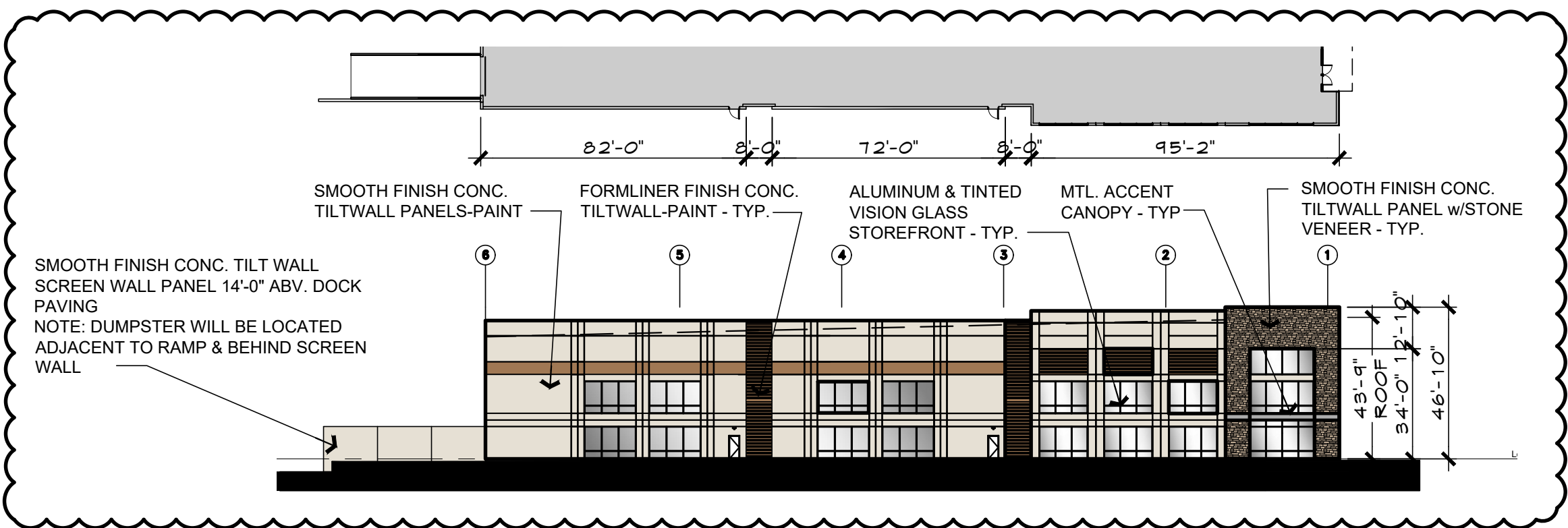
01 EAST ELEVATION-BUILDING 2

0 20' 60' 120'



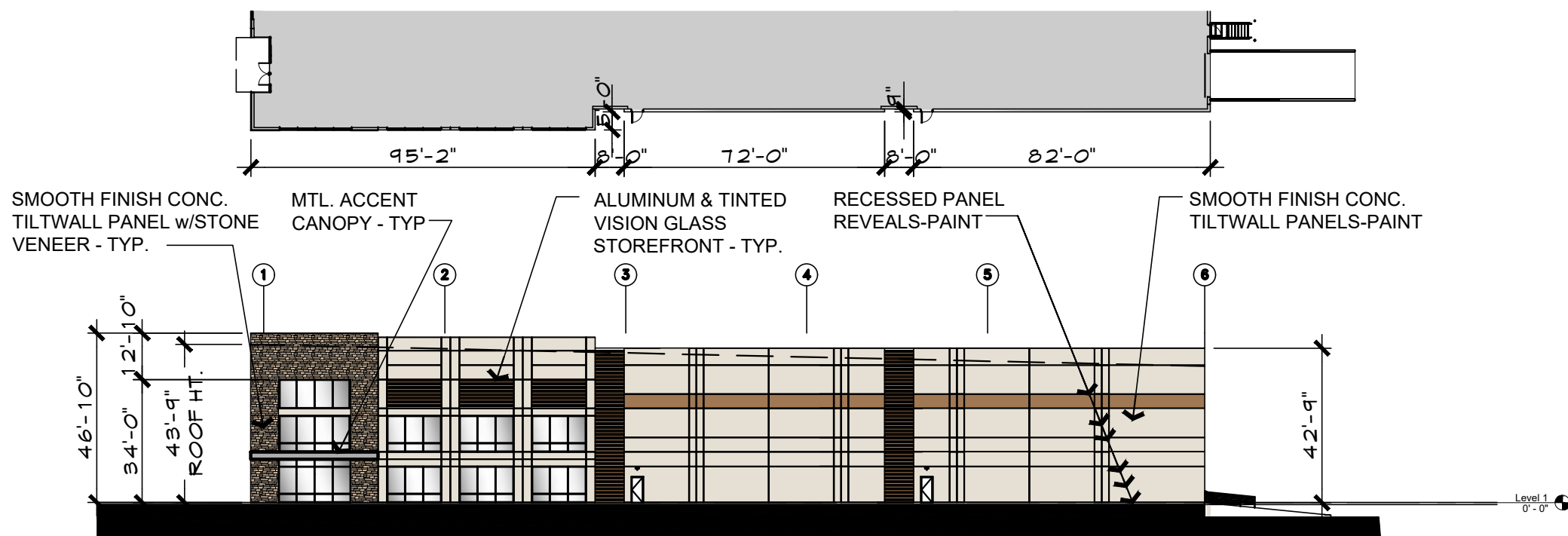
02 WEST ELEVATION-BUILDING 2

0 20' 60' 120'



03 NORTH ELEVATION-BUILDING 2

0 20' 60' 120'



04 SOUTH ELEVATION-BUILDING 2

0 20' 60' 120'

COLOR SELECTION KEY

	FIELD COLOR PAINT: FOCUS PPG1008-1		FIELD CUT PATTERN ACCENT PAINT 1: PORTABELLA PPG15-32
	STONE: LONE STAR STONE YOSEMITE LEDGE		SPANDREL GLAZING
	STONE (DARK BASE): LONE STAR STONE YOSEMITE LEDGE		TINTED VISION GLAZING
			MTL. ACCENT CANOPY

MATERIAL USE TABLE

MATERIAL	NORTH ELEV.	SOUTH ELEV.	EAST ELEV.	WEST ELEV.
1. TOTAL FACADE S.F.	11,580 S.F.	11,580 S.F.	26,802 S.F.	28,355 S.F.
2. FACADE (EXCLUSIVE OF DOOR, WINDOWS/LOUVERS)	8,950 S.F.	10,158 S.F.	22,092 S.F.	26,090 S.F.
3. DOORS AND WINDOWS S.F.	2,630 S.F.	1,422 S.F.	4,710 S.F.	2,265 S.F.
4. PRIMARY MASONRY TOTALS - (MIN. 80%)	8,950 S.F. / 100%	10,158 S.F. / 100%	22,092 S.F. / 100%	26,090 S.F. / 100%
*CONC. WALL S.F.	7,218 S.F. / 78%	8,426 S.F. / 83%	20,212 S.F. / 91%	21,894 S.F. / 84%
*TEXTURED STONE S.F.	967 S.F. / 9%	967 S.F. / 9%	-	2,600 S.F. / 10%
*CONC. FIELD CUT PATTERN S.F.	765 S.F. / 11%	765 S.F. / 11%	1,880 S.F. / 8%	1,596 S.F. / 6%
5. SECONDARY - METAL ACCENT S.F.	100 S.F. / 1%	100 S.F. / 1%	-	120 S.F. / 0.4%

NOTE:
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03-22-21

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FLOWER MOUND, TEXAS

PROPOSED ELEVATION

ISSUANCES

NORTH ELEVATION GLASS 08025-21

#	Description	Date

DRAWING INFORMATION

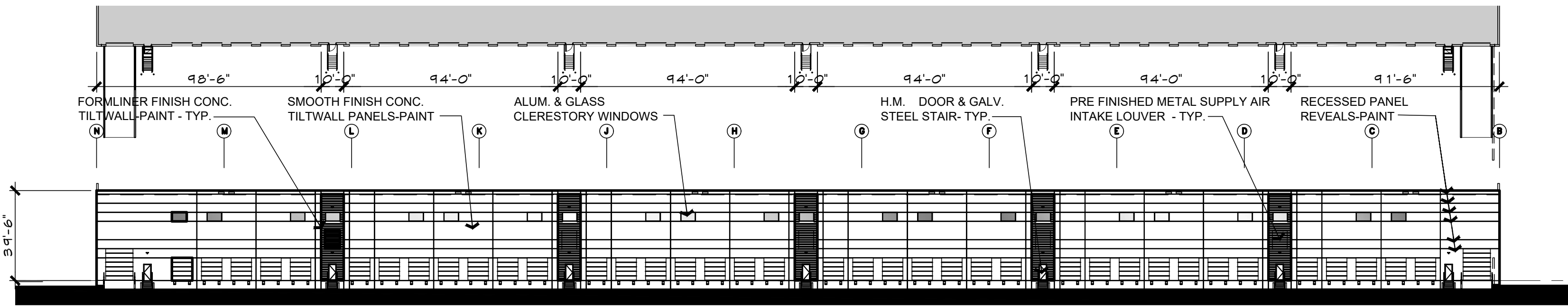
Scale:
Date: 02-22-2021
Checked By:
Drawn By:
Duke Realty Job #:
A/E Job #:

DRAWING / SHEET TITLE

Town Approval

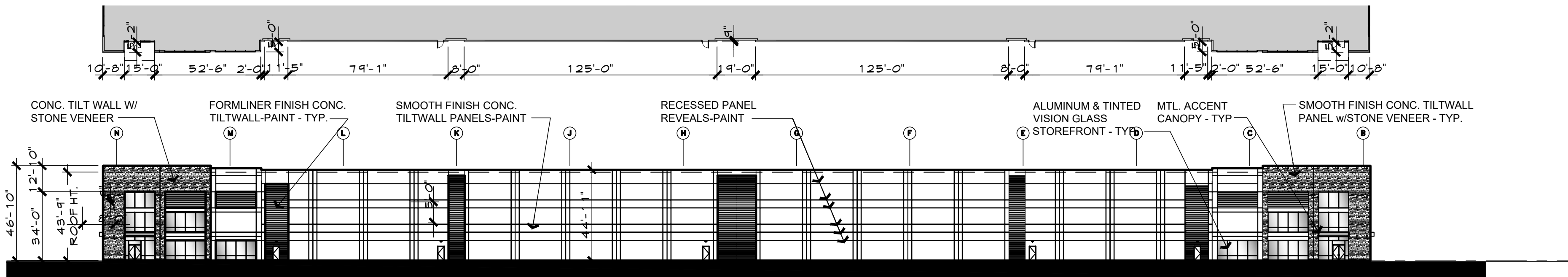
SHEET NUMBER

A6.02-b/w



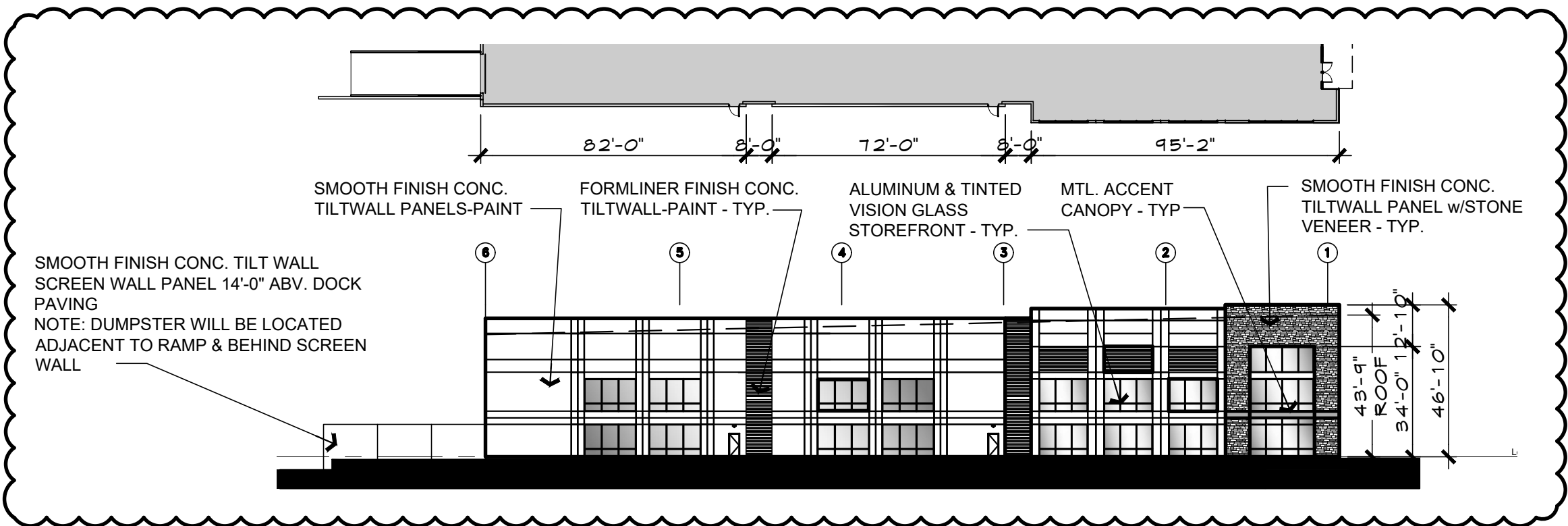
01 EAST ELEVATION-BUILDING 2

0 20' 60' 120'



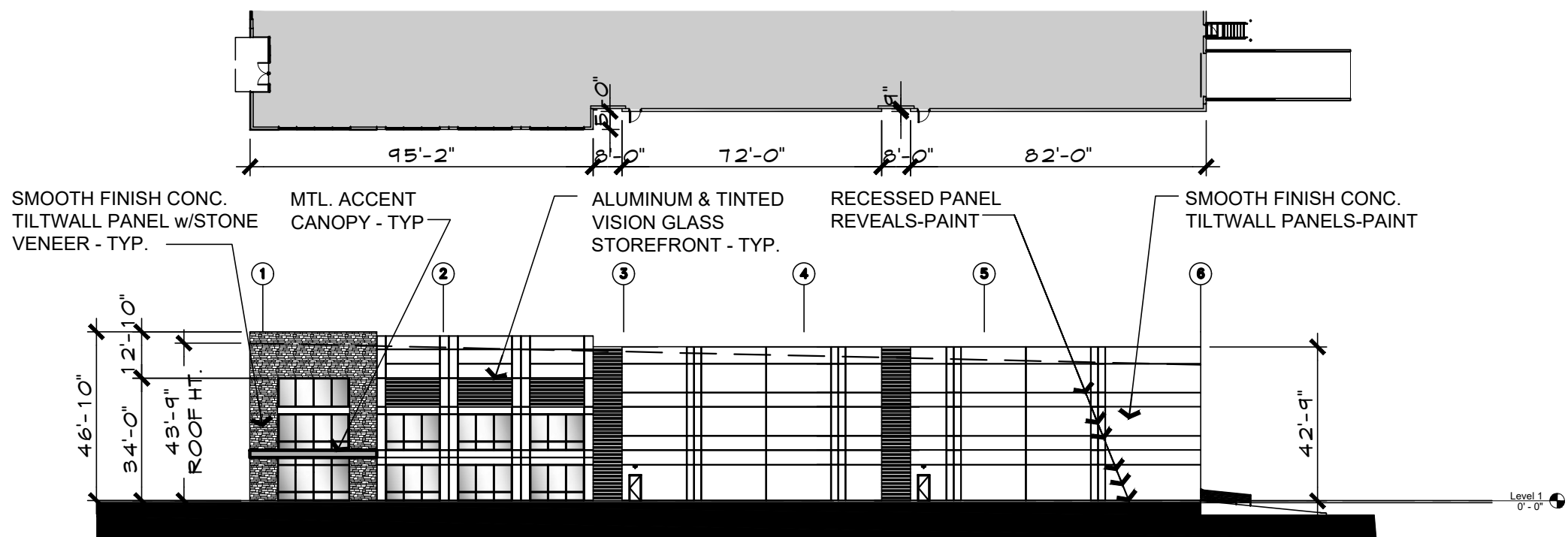
02 WEST ELEVATION-BUILDING 2

0 20' 60' 120'



03 NORTH ELEVATION-BUILDING 2

0 20' 60' 120'



04 SOUTH ELEVATION-BUILDING 2

0 20' 60' 120'

COLOR SELECTION KEY

	FIELD COLOR PAINT: FOCUS PPG1008-1		FIELD CUT PATTERN ACCENT PAINT 1: PORTABELLA PPG15-32
	STONE: LONE STAR STONE YOSEMITE LEDGE		SPANDREL GLAZING
	STONE (DARK BASE): LONE STAR STONE YOSEMITE LEDGE		TINTED VISION GLAZING
			MTL. ACCENT CANOPY

MATERIAL USE TABLE

MATERIAL	NORTH ELEV.	SOUTH ELEV.	EAST ELEV.	WEST ELEV.
1. TOTAL FACADE S.F.	11,580 S.F.	11,580 S.F.	26,802 S.F.	28,355 S.F.
2. FACADE (EXCLUSIVE OF DOOR, WINDOWS/LOUVERS)	8,950 S.F.	10,158 S.F.	22,092 S.F.	26,090 S.F.
3. DOORS AND WINDOWS S.F.	2,630 S.F.	1,422 S.F.	4,710 S.F.	2,265 S.F.
4. PRIMARY MASONRY TOTALS - (MIN. 80%)	8,950 S.F. / 100%	10,158 S.F. / 100%	22,092 S.F. / 100%	26,090 S.F. / 100%
*CONC. WALL S.F.	7,218 S.F. / 78%	8,426 S.F. / 83%	20,212 S.F. / 91%	21,894 S.F. / 84%
*TEXTURED STONE S.F.	967 S.F. / 9%	967 S.F. / 9%	-	2,600 S.F. / 10%
*CONC. FIELD CUT PATTERN S.F.	765 S.F. / 11%	765 S.F. / 11%	1,880 S.F. / 8%	1,596 S.F. / 6%
5. SECONDARY - METAL ACCENT S.F.	100 S.F. / 1%	100 S.F. / 1%	-	120 S.F. / 0.4%

NOTE:
ANY EXTERNAL ELECTRICAL PANELS TO BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.



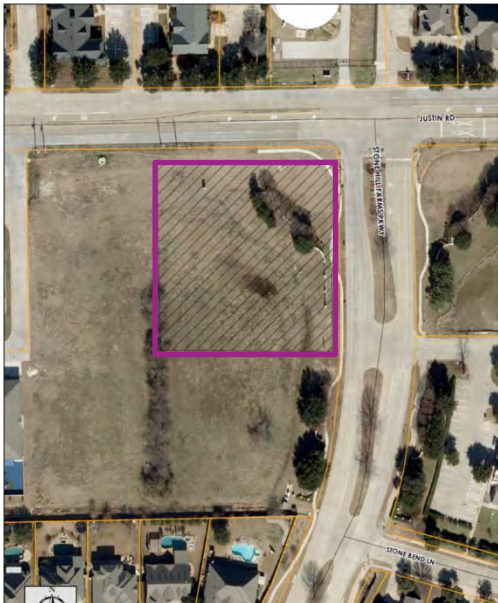
TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: November 1, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider a Site Plan (SP21-0004 – Dutch Bros Coffee) to develop a fast food restaurant with a drive through window, with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch, and an exception to 'Underground Utilities' pursuant to Section 82-377, "Exceptions," of the Code of Ordinances. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (*The Planning and Zoning Commission recommended approval with no exceptions by a vote of 6 to 0 at its October 11, 2021, meeting.*)



SUMMARY DATA:

- Lot Size – 1.31 acres
- Building square feet – 858 sf
- SMARTGrowth – Passes with approval of requested exceptions
- Traffic Analysis – The primary source of traffic anticipated to serve this development is pass-by traffic to/from FM 407 (Justin Rd), which is exempt from SMARTGrowth. With the large amount of queuing space located onsite, the drive through queue is not expected to spillback onto any public street. Therefore, additional work, beyond the proposed improvements, is not required by this development.
- Exceptions – Meritorious Design Exception, Roof Pitch Waiver, and Underground Utilities Exception
- Incentives – N/A

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

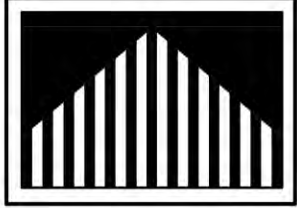
Following the P&Z meeting, the applicant amended their elevation as shown in attachment 2. The stone on the building now matches one of the materials found on the adjacent car wash building. The color of the stucco on the proposed Dutch Bros was also changed to a shade of grey. The Dutch Bros Blue color represents the same percentage of the building facades. As proposed, the site plan would still require all previously noted exceptions.

ATTACHMENTS:

1. Amended Elevation
2. [Planning and Zoning Commission Staff Report Link](#)

LEGAL REVIEW: N/A

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



■ Castles Design Group ■

DUTCH BROS COFFEE
NEW FREESTANDING BUILDING
SWC JUSTIN RD. & STONE HILLS PKWY FLOWER
MOUND, TX 75028

LEGAL DESCRIPTION:

TRACT 1: (Fee Simple)
Lot 2, Block A, of STONE HILL FARMS RETAIL ADDITION, No. 2, an Addition to
the Town of Flower Mound, Denton County, Texas, according to the Plat thereof
recorded under Clerk's File No. 2020-95, Plat Records, of Denton County, Texas.

ARCHITECT:

CASTLES DESIGN GROUP
3801 KIRBY DR. STE. 600
HOUSTON, TEXAS 77058
TEL: (713) 664-7974
ARCHITECT OF RECORD: STEVEN PRATT, AIA, NCARB

CLIENT:

EMBREE DEVELOPMENT GROUP, INC.
JERRY FRAZIER, PMP, SENIOR PROJECT MANAGER
4747 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78633
TEL: (512) 819-4746
CEL: (512) 830-9078
E-MAIL: JFRAZIER@EMBREEGROUP.COM

SUBMITTAL DATE:

OCTOBER 16, 2021

GENERAL NOTES:

1. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE COMPREHENSIVE ZONING ORDINANCE.
2. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
3. SIGNS REQUIRE A SEPARATE PERMIT. ANY SIGNS DEPICTED ON THE SUBJECTS SITE PLANE/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

MATERIAL TABULATIONS:

(SQUARE FOOTAGE PER FAÇADE)

	NORTH:	SOUTH:	EAST:	WEST:
1 TOTAL FAÇADE (SF):	546	546	941	941
2 DOORS & WINDOWS (SF):	60	87	24	74
3 FAÇADE (SF): (LINE 1 - LINE 2) (EXCLUSIVE OF DOORS & WINDOWS)	486	459	917	867
4 PRIMARY MASONRY (TOTAL %):	94.86%	93.03%	94.77%	92.73%
STONE (SF):	192	94	252	156
(% OF LINE 3)	39.51%	20.48%	27.48%	17.99%
STUCCO (SF):	269	333	617	648
(% OF LINE 3)	55.35%	72.55%	67.28%	74.74%
5 SECONDARY MATERIAL (TOTAL %):	5.14%	6.97%	5.23%	7.27%
METAL PARAPET CAP (SF):	25	32	48	63
(% OF LINE 3):	5.14%	6.97%	5.23%	7.27%

COLOR TABULATIONS:

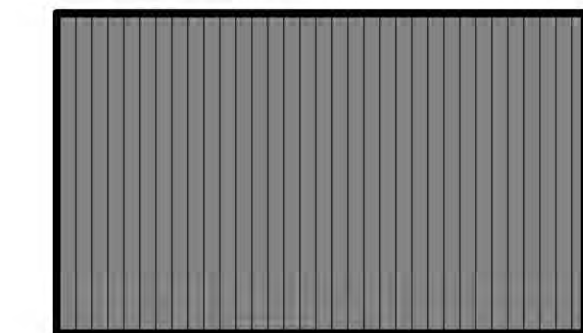
(SQUARE FOOTAGE PER FAÇADE)

	NORTH:	SOUTH:	EAST:	WEST:
EARTH TONE COLORS (TOTAL %):	80.45%	82.14%	86.15%	88.81%
STONE (EARTH TONE COLOR):	192	94	252	156
(% OF TOTAL FAÇADE)	39.51%	20.48%	27.48%	17.99%
STUCCO (EARTH TONE COLOR):	199	283	538	614
(% OF TOTAL FAÇADE)	40.95%	61.66%	58.67%	70.82%
ACCENT - DBC BLUE (TOTAL %):	19.55%	17.86%	13.85%	11.19%
STUCCO (BLUE ACCENT COLOR):	70	50	79	34
(% OF TOTAL FAÇADE)	14.40%	10.89%	8.62%	3.92%
METAL CAP (BLUE ACCENT COLOR):	25	32	48	63
(% OF TOTAL FAÇADE)	5.14%	6.97%	5.23%	7.27%

BUILDING LIGHTING

(L4) WALL SCONCE
MANUFACTURER: TECH LIGHTING
COLOR: CHARCOAL

(L6) WALL PACK
MANUFACTURER: RAB
COLOR: CHARCOAL



SS METAL ROOF
MANUFACTURER: MBO (OR SIMILAR)
PROFILE: STANDING SEAM
COLOR: DB GRAY

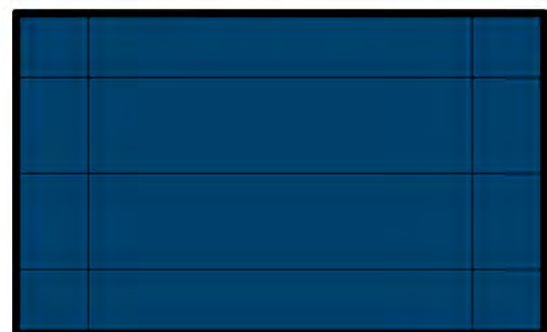
BUILDING MATERIALS



S STONE VENEER
MANUFACTURER: CORONADO STONE
PRODUCT: CANYON COBBLE - ANTIQUE GREY



S-1 STUCCO
PAINT: SHERWIN-WILLIAMS
COLOR: CUSTOM COLOR (R: 213, G: 213, B: 213)



S-2 STUCCO
PAINT: SHERWIN-WILLIAMS
COLOR: DUTCH BROS BLUE (CUSTOM: 8656-12045)
ACCESSORY: FRY REGLET STUCCO REVEAL



MP-1 METAL PARAPET CAP
WESTERN STATES METAL: BOX RIB
COLOR: DB GRAY



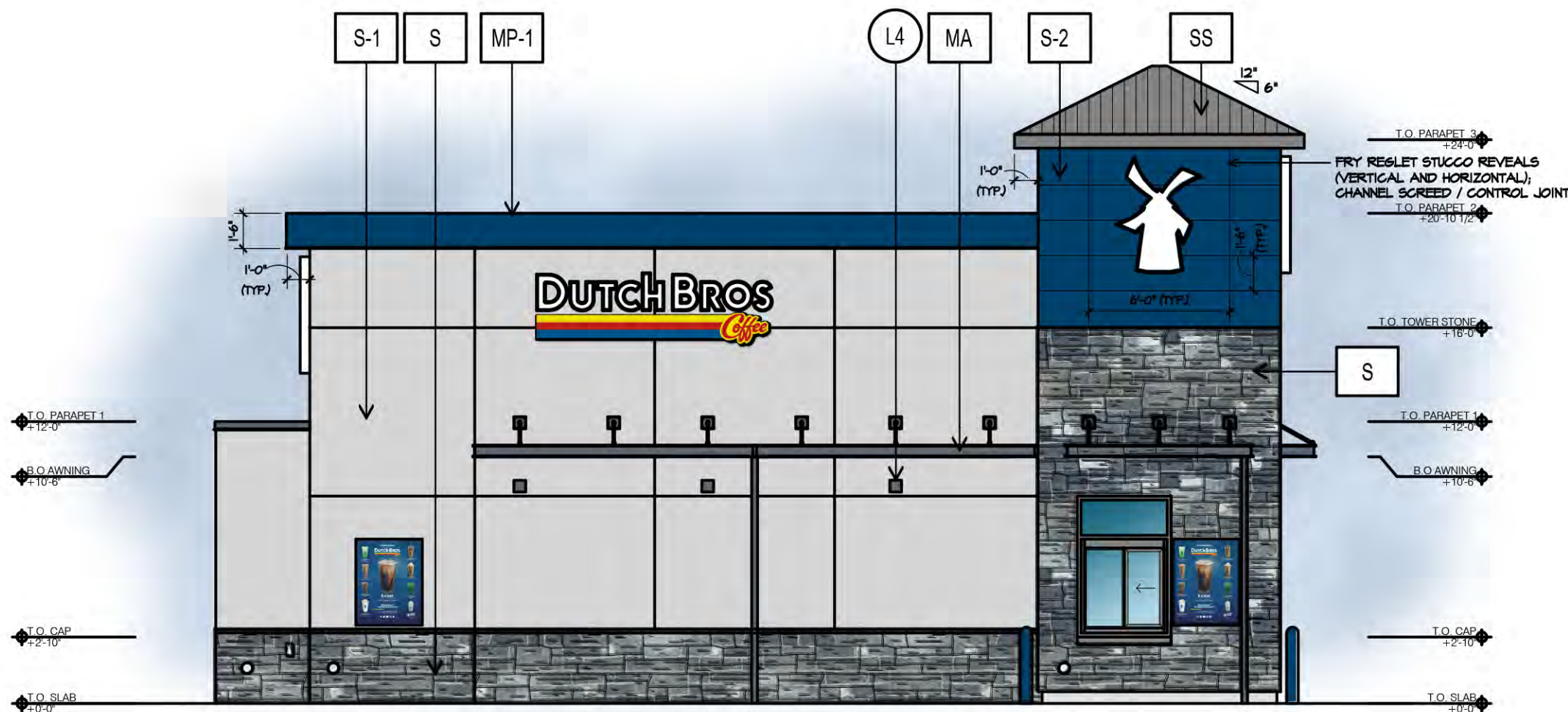
CF CANOPY FASCIA
COLOR: DB LIGHT GRAY



MA METAL AWNING
COLOR: POWDERCOATED DB DARK GRAY

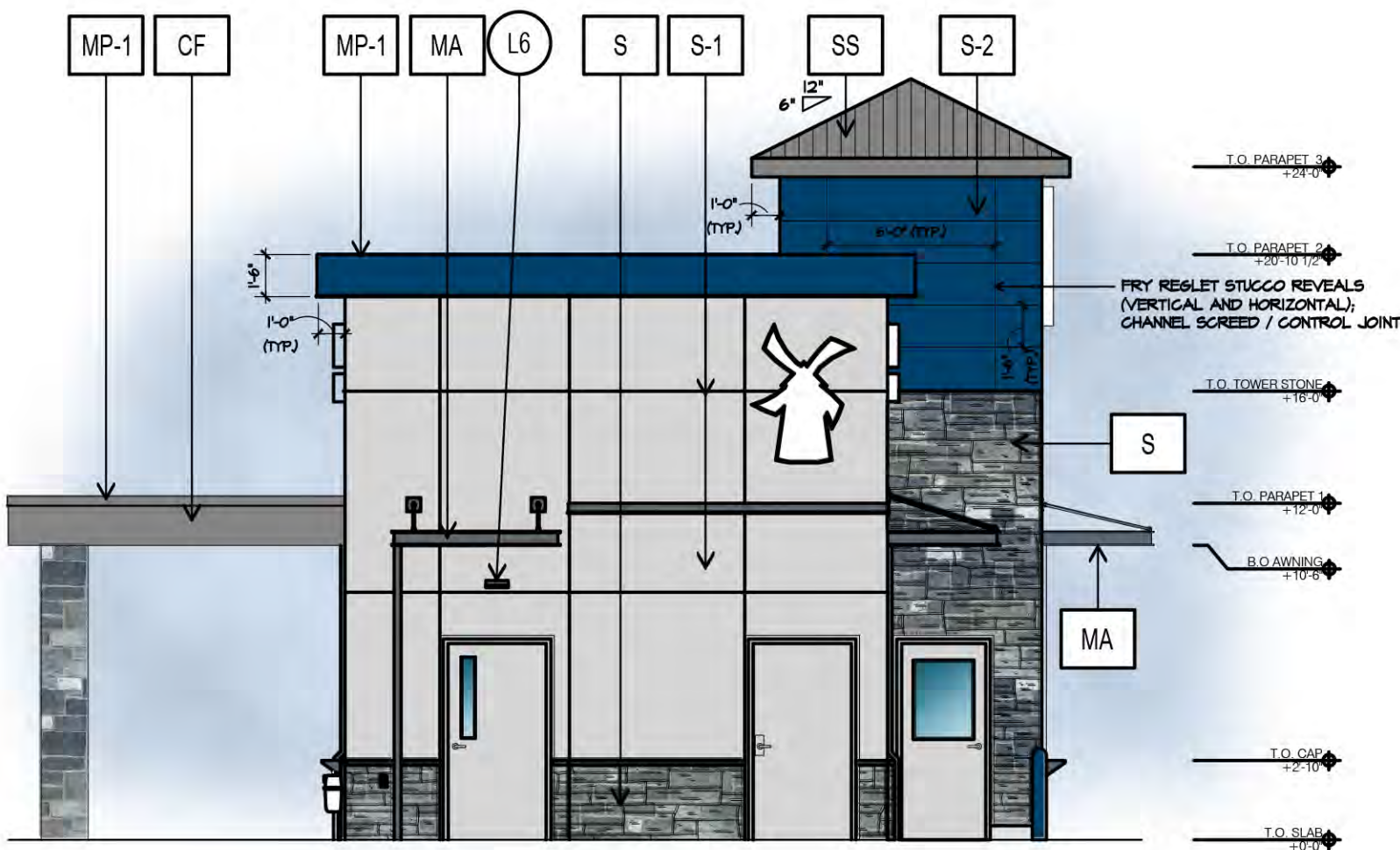


SF STOREFRONT SYSTEM
MANUFACTURER: KAWNEER
GLAZING: 1" TEMPERED LOW-E
COLOR: CLEAR ANODIZED ALUMINUM



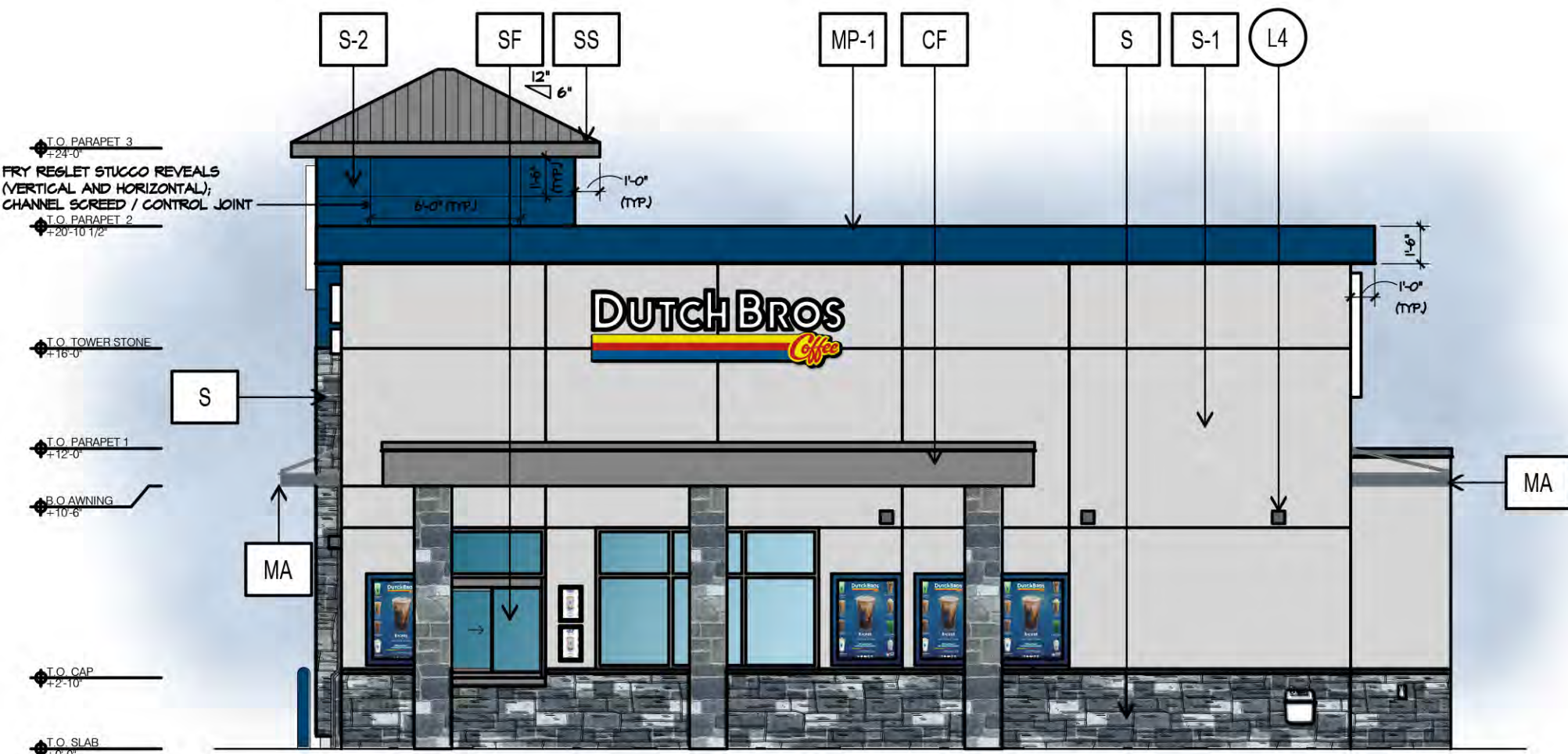
DRIVE-THRU ELEVATION - EAST FAÇADE

3/8" = 1'-0"



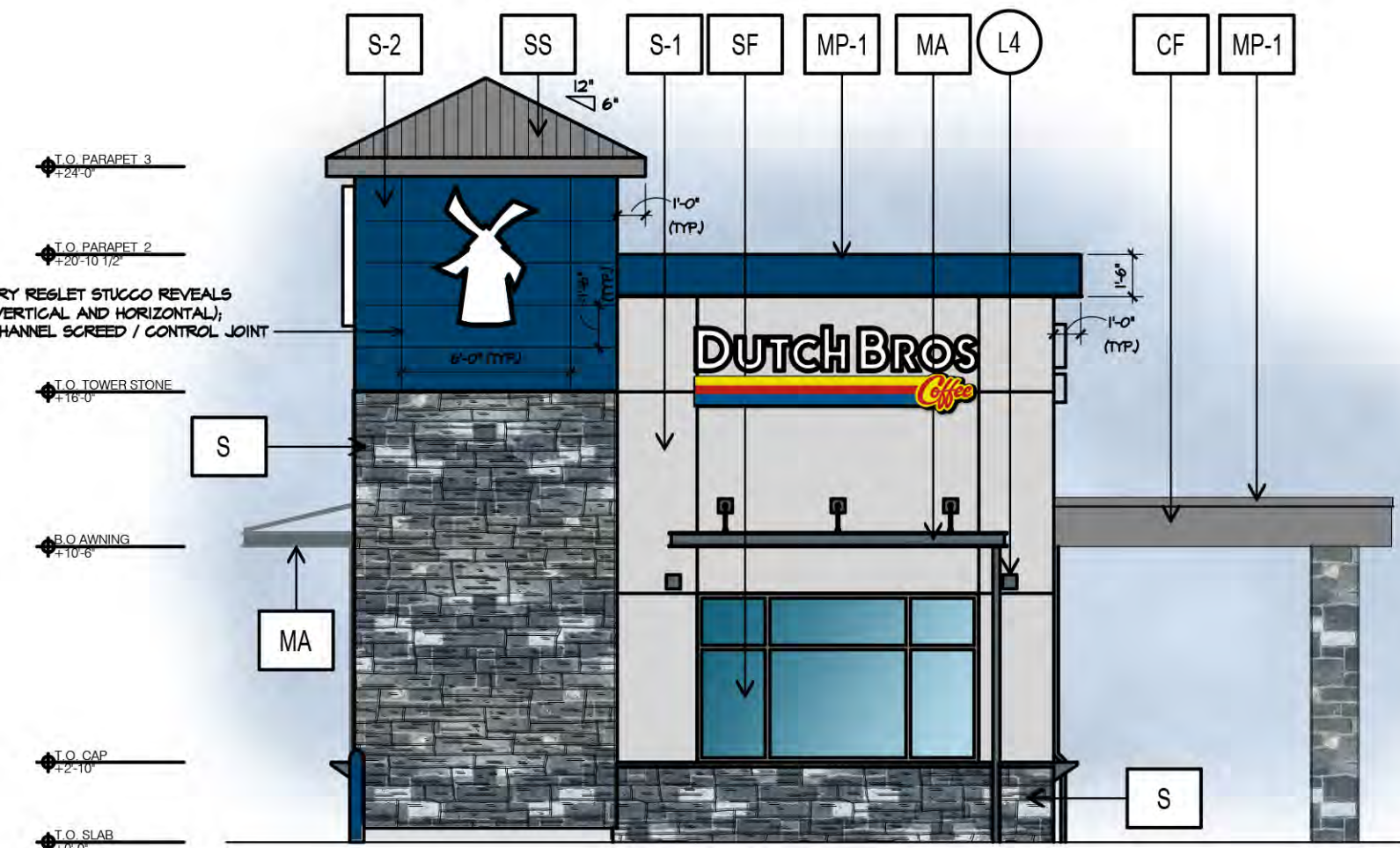
REAR ELEVATION - SOUTH FAÇADE

3/8" = 1'-0"



NON DRIVE-THRU ELEVATION - WEST FAÇADE

3/8" = 1'-0"



FRONT ELEVATION - NORTH FAÇADE

3/8" = 1'-0"



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: November 1, 2021

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider a Site Plan (SP21-0006 – Loreto House) to develop an office building with an exception to ‘Underground Utilities’ pursuant to Section 82-377, “Exceptions,” of the Code of Ordinances. The property is generally located at the southwest corner of Morriss Road and Acropolis Drive. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 25, 2021, meeting.*)



SUMMARY DATA:

- Lot Size – 1.437 acres
- Building square feet – 6,593 sf
- SMARTGrowth – Passes with approval of requested exception
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – Underground Utilities Exception
- Incentives – N/A

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 Link](#)

LEGAL REVIEW: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 12

BOARDS AND COMMISSIONS ITEM

DATE: November 1, 2021

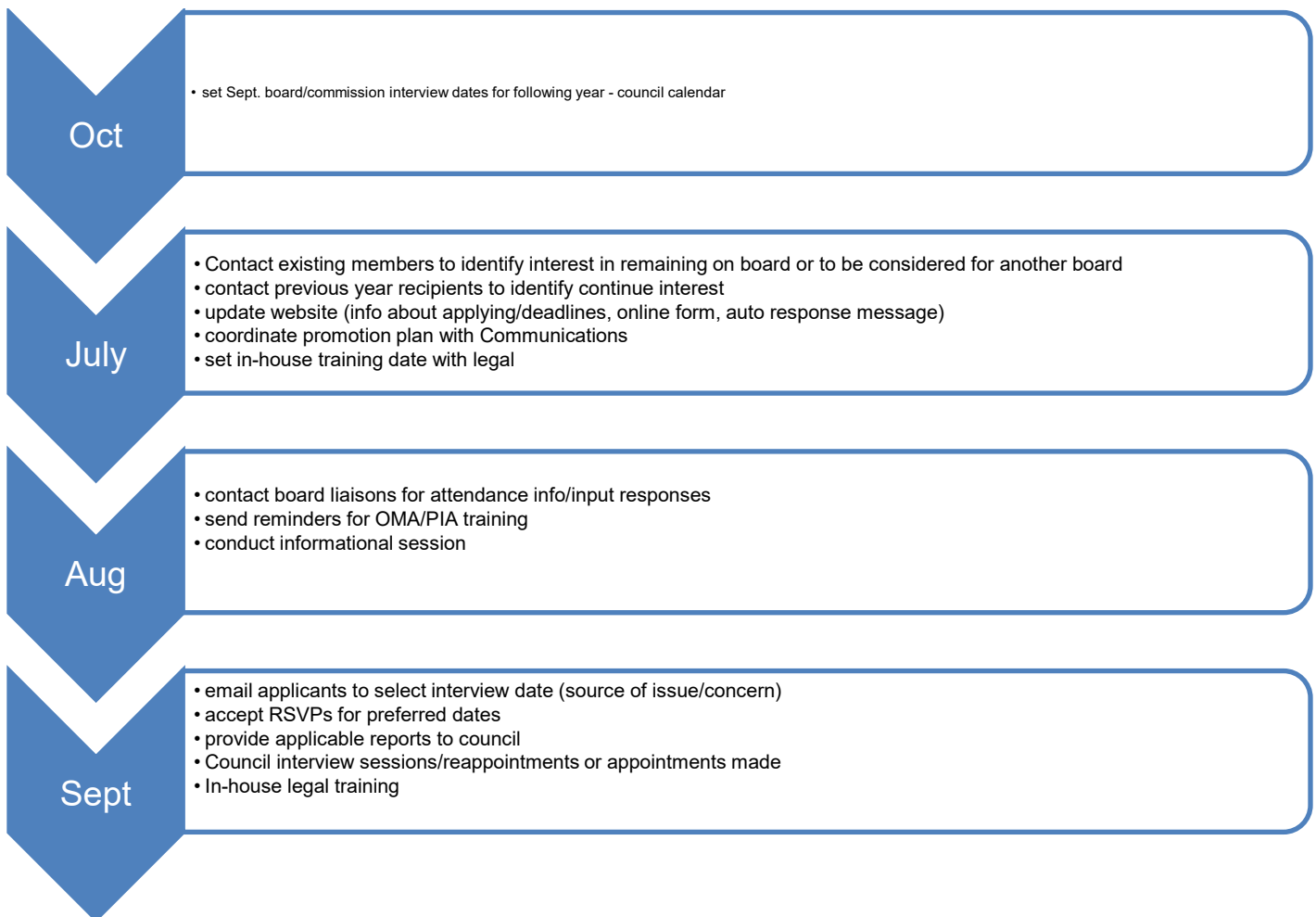
FROM: Theresa Scott, Town Secretary

ITEM: Discuss the process associated with the recruitment and selection of board and commission members, including communication resources.

BACKGROUND INFORMATION: Town Council requested this item be on a future agenda at the September 20 meeting.

In 2021 the Town received an unprecedented 105 board/commission applications. The average over the last four years is 37. Approximately 80 people attended a new board/commission information session that was held on August 12.

The process for recruiting board and commission members is as follows:



Issue/concern (2021)	Solutions
Email addresses are considered confidential. To protect this information, one email was sent using “bcc” for interview date selection request. This resulted in the email from the Town going into junk mail for some applicants. This hasn't been an issue in the past; however, technology improvements (filters) and the number of recipients may have been factors.	Start: 1. Applicants will be asked to pick an interview date as part of the online application submittal (required field) 2. Mail merge (with database) will be used instead of “bcc” (to confirm their selected interview date) 3. A reminder to set their spam blocker to allow mail from ‘@flower-mound.com’ will be part of the auto response message Stop: 4. No email will be sent to select an interview date (part of application) Continue: 5. Communicate application deadline - Board & Commission (B & C) webpage and promo plan 6. Communicate interview dates – B & C webpage and auto response message

ALTERNATIVES/OPTIONS: Accept applications for open seats only (what some neighboring cities do).

ATTACHMENTS:

1. Online application form (includes proposed revisions)
2. Auto response message (what applicant receives immediately after online application submittal)

DRAFT MOTION: Feedback or direction only needed.



Form Center

Boards and Commissions New Application

APPLICATION FOR TOWN BOARDS AND COMMISSIONS

Voter Registration Number*

Go to <https://teamrv-mvp.sos.texas.gov> to look up your voter registration status and 10 digit number.

First Name

Given legal name

Known by

Do you have a nickname? Go by your middle name?

Last Name

Home Address

Flower Mound residential address only (not business address)

Town

Flower Mound

Zip

E-mail Address

Occupation

If retired, indicated former occupation or profession

Residency*

How long have you been a resident

Years/Months?*

Primary phone#

Secondary phone#

Type of Application

Town of Flower Mound Board/Commission on which you have previously served (if applicable)

Name of, and dates served?

Please select which board/commission you are interested in. If more than one, prioritize your selections using the choice options below as applicable. Note, P & Z members also serve as the SMARTGrowth Commission.

Choice 1*

At least one choice is required

Choice 2

Choice 3

Choice 4

If you selected Veterans Liaison Board are you currently serving in the military or hold a Veteran status?

☐ Yes☐ No☐ N/A

Flexibility*

Acceptable to be placed on other boards at Council's discretion?

☐ Yes☐ No

Educational background

List any professional knowledge, training, or skills you have and how this would make you the best candidate for the position

Describe why you are interested in serving on the board/commission choices you've selected

References

List at least 3 personal references (names and telephone numbers)

Have you attended, or watched, a board/commission meeting in recent years, for which you're applying?*

☐ Yes☐ No

If 'yes', why did you?

Are you, or a member of your family, currently involved in any business transactions, or planning to do business, with the Town of Flower Mound?*

☐ Yes

☐ No

If yes, please give details

Have you graduated from the Flower Mound Citizens Academy?

☐ Citizens Academy

☐ Fire Academy

☐ Police Academy

☐ None of the above

NOTE: This is not a requirement to serve on a board/commission.

SELECT AN INTERVIEW DATE*

☐ September 13

☐ September 16

The Town Council would like to visit/interview with all applicants. Open interview sessions are scheduled for **September 13 & 15** from 6 - 9 pm. Select a date above, if your preferred choice is not available then we have reached capacity on that day and you will need to choose from the remaining date option. When you arrive for your interview, sign-in and this sheet will be used to determine the speaking order. Speakers will be asked to keep their comments under 2-3 minutes.

Disclaimer

Thank you for your interest! Opportunities will be offered without regard to race, color, national origin, religion, gender, or disability.

Additional information to support your application

No file chosen

Applicant's statement.*

☐ Yes, I have read and understand the terms as outlined below in the applicant statement.

I certify that the information given by me on this form is true and complete, and correct to the best of my knowledge, and are made by me in good faith. Any falsifications, misrepresentations, or omissions of fact in this application may be cause for my dismissal, regardless of the time that elapses before such false information is discovered. I understand there are requirements for making public any conflicts of interest (Chapter 171 Local Government Code or the Town's Code of Ethics), and if appointed I will need to sign an acknowledgement form indicating I have read the memo from the Town Attorney on this topic. I understand that should I be appointed, most terms are for two years, however, I serve at the pleasure of the Town Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I understand my application is subject to release pursuant to the Texas Public Information Act. I understand that, if appointed, my name and photo will be on the Town's website for the board in which I am appointed to.

*** PLEASE REMEMBER TO SET YOUR SPAM BLOCKER TO ALLOW MAIL FROM @FLOWER-MOUND.COM***

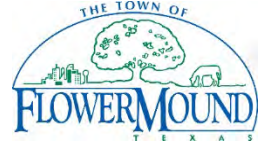
protected by reCAPTCHA

* indicates a required field





Submission Confirmation



CURRENT:

Your application has been received.

The Mayor and Town Council will conduct interviews with all qualified applicants, as well as existing members with current year term expiration dates, in an open meeting format on 9/14/21 and 9/16/21 (6pm start time).

A follow up email will be sent in early September for you to select an interview date from the above options and will provide additional information regarding the interview format.

For additional information, please contact the Town Secretary's Office at (972) 874-6070 or email townsecretary@flower-mound.com.

Thank you for your interest in serving the Town of Flower Mound!

REVISED (PROPOSED FOR 2022 USE):

Your application has been received and you are confirmed for the interview date you selected.

A follow up email will be sent in early September to confirm your availability on your selected interview date and additional information will be provided regarding the format.

Please set your spam blocker to allow mail from @flower-mound.com.

For additional information, please contact the Town Secretary's Office at (972) 874-6070 or email townsecretary@flower-mound.com.

Thank you for your interest in serving the Town of Flower Mound!

Town Council Future Agenda Items



SCHEDULED 11/15/2021

Authorize Staff to purchase a Variable Width Pedestrian Easement, in association with the Sidewalk Links program, and to negotiate for the purchase of the Variable Width Pedestrian Easement up to the settlement amount described in this document; and authorization of Staff to pay all costs associated with said easement in addition to the purchase price of the Easement.

Consent

Consider approval of the First Amendment to Professional Services Agreement for the Lift Station Improvements and Decommissioning Phase III project, amending the agreement with Plummer, Inc., for an increase of \$198,500.00, and authorization for the Mayor to execute same on behalf of the Town.

Consent

Consider approval of the purchase of Screening Wall Repair Services from Aber Fence and Supply Company, in the amount of \$146,536.00.

Consent

Consider approval of the purchase of outdoor fitness equipment from MoveStrong Functional Training Equipment, LLC, for the Heritage Park Improvements project, in the amount of \$74,576.93; and authorization for the Mayor to execute same on behalf of the Town.

Consent

Consider approval of a resolution accepting grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2021 Bulletproof Vest Partnership.

Consent

Consider approval of the installation of the MoveStrong Functional Training Equipment and synthetic turf surfacing for the Heritage Park Improvement project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$82,688.00.

Consent

Consider adoption of the Town Council Strategic Plan for Fiscal Year 2021-2022. Fiscal Year 2020-2021.

Consent

Consider approval of the First Amendment to Professional Services Agreement for the FM1171 at FM2499 Westbound Right Turn Lane project, amending the agreement with Kimley-Horn and Associates, Inc., for an increase of \$47,400.00, and authorization for the Mayor to execute same on behalf of the Town.

Presentation

Animal Services Board Update

Presentation

Denton County Transportation Authority (DCTA) Presentation on GoZone on-demand rideshare services.

Presentation

Small Business Saturday (November 27, 2021) Proclamation

SCHEDULED	11/15/2021	Regular	Public Hearing to consider an ordinance amending the zoning (Z21-0004-Sethi Property – Waketon Road) from Agricultural District (A) uses to Single Family District-15 (SF-15) uses. The property is generally located North of Waketon Road and east of Timber Way. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its November 8, 2021, meeting.)
		Regular	Public Hearing to consider approval of a resolution adopting an Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.
		Regular	Public Hearing to consider an ordinance amending the zoning (Z21-0003-Dixon Park) from Agricultural District (A) uses to Single Family District-15 (SF-15) uses. The property is generally located south of Dixon Lane and east of Windridge Lane. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its November 8, 2021, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA21-0006 – Spinks Road Tract) to amend Section 1.0, Land Use Plan, of the Master Plan, and Section 2.0 Area Plans, of the Master Plan, to change the current land use designation from Estate Residential and Lakeside Business District with Campus Commercial uses to Low Density Residential uses. The property is generally located east of Long Prairie Road and north of Spinks Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 27, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its October 4, 2021, meeting.)
		Regular	**Awaiting Caption** (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its November 8, 2021, meeting.)
		Regular	Public Hearing to consider an ordinance amending the zoning (Z21-0006 – Caldwell Court) from Agricultural District (A) to Single Family District-10 (SF-10). The property is generally located east of Morriss Road and north of Cortadera Street. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its November 8, 2021, meeting.)
		Regular	Public Hearing to consider an ordinance for rezoning (ZPD21-0004 – Spinks Road Tract) from Agricultural District uses to Planned Development District No. 182 (PD-182) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances, including but not limited to an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, and an exception to 'Depth' pursuant to Section 90-272, Lot depth, lines, and frontage. The property is generally located east of Long Prairie Road and north of Spinks Road. (The Planning and Zoning Commission recommended approval of alternate Option C {not included in the packet} by a vote of 6 to 0 at its September 27, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its October 4, 2021, meeting.)
		Regular	Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limit of residential streets within the Town of Flower Mound to 25 mph. (The Transportation Commission recommended approval by a vote of 5 to 1 at its October 13, 2020, meeting.)

SCHEDULED	11/15/2021	Regular	Consider approval of a resolution amending Resolution 12-10 by repealing the policy on implementing reduced speed limits on certain residential streets and adopting a new policy implementing increased speed limits on certain residential streets. (The Transportation Commission recommended approval by a vote of 5 to 1 at its October 13, 2020, meeting).
	11/18/2021	Work Session	Presentation and discussion on development options within the Cross Timbers Conservation Development District
		Work Session	Presentation and discussion regarding the Lakeside Business District
	12/6/2021	Consent	Consider approval of the 2021 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code
		Consent	Wood Creek Circle Reconstruction - Design Award
		Consent	City Works Migration and Implementation Services
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
		Consent	Consider approval of an ordinance amending Appendix A "Fee Schedule" to update Library fees.
		Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2022 Independence Fest (The Parks Board recommended approval by a vote of ____ to ____ at _____ meeting).
		Presentation	Proclamation and presentation of Hometown Hero to Bailey Rogers.
		Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA21-0007 – Emerald Place) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Medium Density Residential uses. The property is generally located west of Wager Road and south of Kirkpatrick Lane. (On August 30, 2021, the Planning and Zoning (P & Z) Commission tabled this item to their September 13, 2021 meeting by a vote of 6 to 0.) (P & Z recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 4 to 1 at its October 4, 2021, meeting.)

SCHEDULED	12/6/2021	Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0005 – Emerald Place) from Agricultural District uses to Planned Development District No. 183 (PD-183) with Single Family District-10 (SF-10) uses and with certain modifications to the Code of Ordinances. The property is generally located west of Wager Road and south of Kirkpatrick Lane. (On August 30, 2021, the Planning and Zoning (P & Z) Commission tabled this item to their September 13, 2021, meeting by a vote of 6 to 0.) P & Z recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting.) (The Town Council moved to postpone this item by a vote of 5 to 0 at its October 4, 2021, meeting.)
	12/16/2021	Work Session	Development fee study presentation and impact fee discussion.
	1/3/2022	Consent	Consider approval of a Charter Service Agreement with _____ in an annual amount not-to-exceed \$_____, to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.
	2/21/2022	Presentation	Environmental Conservation Commission Update
	3/21/2022	Presentation	School Liaison Committee Update
	4/18/2022	Presentation	Community Development Corporation and Parks Board Update
	5/16/2022	Presentation	Transportation Commission Update
	6/16/2022	Presentation	All Together Flower Mound Commission Update
	6/20/2022	Presentation	Veterans Liaison Board Update