

AGENDA

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

10/3/2022

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

6:00 P.M.

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Proclamation and presentation of Hometown Hero banner Justin Turner

E. PUBLIC COMMENT

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

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

To speak to Council during public comment, 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, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. Organizational updates

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, October 17.
2. A work session is scheduled for Thursday, October 20.

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 9/19- 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 September 19, 2022.
2. Cityworks Contract Renewal- Consider the approval of a Professional Services Agreement renewal with Cityworks LLC, a Trimble Company, in the amount of \$65,006.17; and authorization for the Mayor to execute same on behalf of the Town.
3. Esri Software License Agreement- Consider the approval of a Professional Services Agreement renewal with Environmental Systems Research Institute, Inc. in the amount of \$55,080.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Heritage Park Shade Structure- Consider approval of the purchase and installation of a shade structure, for the Heritage Park Improvements, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$102,882.00.
5. Tealwood Oaks Park PSA- Consider approval of a Professional Services Agreement with MHS Planning & Design, LLC., for the design phase services associated with the Tealwood Oaks Park project, in the amount of \$52,250.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

6. MU22-0002 - Lakeside Village- Public Hearing to consider an ordinance for rezoning (MU22-0002 – Lakeside Village) to amend Mixed Use District-1 (MU-1) to amend certain development standards related to Character Zone Standards, Open Space Standards, and Signage Standards in the Lakeside Village Development Code. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway. (PZ recommended approval by a vote of 6 to 0 at its September 26, 2022, meeting.)
7. MU21-0002 - Flower Mound Ranch- Public Hearing to consider an ordinance amending the zoning (MU21-0002 – Flower Mound Ranch) on approximately 1,066 acres of land from Agricultural District (A) and Interim Holding (IH) uses to Mixed Use District-2 (MU-2) uses, and with certain other waivers, exceptions and modifications to the Code of Ordinances. The property is generally located at the intersection of Cross Timbers Rd and U.S. Highway 377, expanding outwards from all four corners. (PZ recommended approval by a vote of 4 to 2 at its September 26, 2022, meeting.)
8. TIRZ Consulting Services- Consider approval of an engagement letter with P3 Works, LLC, to provide TIRZ consulting services in the amount not to exceed \$16,000, and authorization for the Mayor to execute same on behalf of the Town.

L. CLOSED MEETING

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

- a. Consultation with Town Attorney.
 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 2. Housing Discrimination Complaint
 3. La Estancia Investments, L.P., v. Town of Flower Mound
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ).

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.

M. 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.

N. 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: September 30, 2022, at 3:45 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at 972.874.6076. Additional time limits will be provided to members of the public that need to address the Town Council through a translator.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: October 3, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a work session 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 September 19, 2022.

BACKGROUND INFORMATION: The Town Council work session and Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting was held on September 19, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING AND TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 19TH DAY OF SEPTEMBER 2022, 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
Sandeep Sharma	Mayor Pro Tem
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Brian Taylor	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Matthew Woods	Director of Environmental Services
Kay Wilkinson	Director of Budget Services

A. CALL 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 Richard Plunk gave the invocation and Mayor France led the pledges.

D. PRESENTATIONS

1. Keep Flower Mound Beautiful (KFMB) Annual Update

Marilyn Lawson, KFMB President, provided an update on accomplishments and future projects or events.

2. Big Brothers/Big Sisters (BBBS) Month Proclamation

Mayor France recited the Proclamation and presented it to Taffy Olszewski, Dev Spcl & Executive Director Ozzie Smith of BBBS Greater Tarrant and Denton County.

4. Food Safety Awards

Mr. Woods announced its National Food Safety Month, and each year Environmental Services recognizes establishments who receive high marks on their health inspections for their dedication to food safety. The 2022 recipients in the various categories are:

- Firehouse Subs
 - Hollymead
 - Luna Grill
 - Sprouts
 - Panda Express (Long Prairie)
5. Septic Smart Proclamation

Mayor France recited the Proclamation and presented it to Mr. Woods.

E. 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.	Barbara Harris, 4205 Woodbine	Timber Creek Wooden Bridge
2.	Paul Stone, 1868 N Meyerwood	CIP & Open Meetings
3.	Scott Langley, 800 Carter Ct	Flower Mound Ranch
4.	Tim Whisenant, 2300 Olympia, #1484	Class Room Trailers

ANNOUNCEMENTS

Councilmember Taylor announced the October 4 National Night Out event and encouraged residents to participate in their neighborhood gatherings.

Councilmember Schiestel offered thanks for everyone who applied, new appointees, gratitude for the outgoing members.

Deputy Mayor Pro Tem announced the October 15 Winning the Fight Stompin' Stigma event.

Mayor France announced the November 12 Dorothy's Dash event.

F. TOWN MANAGER'S REPORT

Mr. Childers provided a report or update on the following items:

1. Capital improvement projects
No items.
2. Economic Development projects
No items.
3. Operational updates
Staff recruitment video.

4. Bond refunding overview

Mr. Childers provided background information regarding why this item is on the agenda.

John Martin, Hilltop Securities

Mr. Martin gave a presentation identifying or noting:

- Savings from refundings 2014 – 2022
- General obligation refunding bonds

G. FUTURE AGENDA ITEMS

1. Mayor Pro Tem Sharma requested a future agenda item to discuss the creation of a Technology Committee. There was Council consensus to proceed.
2. Mayor France expressed interest in having a future agenda item to hear from the Police Department regarding catalytic converter thefts and if there is a need to implement legislation for this type of crime. There was Council consensus to proceed.
3. Mayor France indicated he would like a future item to discuss legislation that would prevent people from wearing face and neck coverings while armed. There was Council consensus to proceed.

H. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is scheduled for Monday, October 3

Mayor France announced the above referenced meeting and confirmed that all members of Council plan to be in attendance.

I. CONSENT ITEMS

Mayor France pointed out there is a typo in agenda packet for item #2 and the executed document will reflect the correct written text of \$16,100.

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 August 22, 2022; and the special meetings of the Town Council held on September 13, and 15, 2022.
2. Consider approval of a Professional Services Agreement with The Mejorado Group to facilitate a strategic planning retreat, in the amount of \$16,100; and authorization for the Mayor to execute same on behalf of the Town.
3. Consider approval of a Professional Services Agreement with ECS Southwest, LLP for the Rippy Road project, in the amount of \$79,197.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, Inc., for the 2022 Street Reconstruction project, in the amount of \$26,205.00; and authorization for the Mayor to execute same on behalf of the Town.

5. Consider approval of a Contract Renewal Quotation for the Everbridge emergency notification system for a total amount of \$26,145.00, and authorization for the Mayor to execute same on behalf of the Town.
6. Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.

RESOLUTION NO. 10-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

7. *This item moved from consent to regular.*
8. Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.

RESOLUTION NO. 12-22

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ("TOWN"), ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE TOWN AS REQUIRED ANNUALLY BY THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.

9. Consider approval of a resolution authorizing the Town of Flower Mound to become a participant in the Texas Cooperative Liquid Assets Securities System Trust, designating and appointing authorized representatives and providing an effective date.

RESOLUTION NO. 13-22

A RESOLUTION OF THE TOWN OF FLOWER MOUND TO BECOME A PARTICIPANT IN THE TEXAS COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM TRUST INVESTMENT POOL, DESIGNATING AND APPOINTING AUTHORIZED REPRESENTATIVES AND PROVIDING AN EFFECTIVE DATE.

10. Consider approval of an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and sewer service; providing a severability clause; providing for publication; and providing an effective date.

ORDINANCE NO. 44-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND BY AMENDING THE CHARGES CONTAINED THEREIN FOR RESIDENTIAL AND NON-RESIDENTIAL WATER AND SEWER SERVICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Sharma moved to approve by consent Items 1 - 6, 8 – 10, as presented in the agenda caption. Councilmember Schiestel 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: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

J. REGULAR ITEMS

11. Presentation and discussion regarding Tax Increment Reinvestment Zones (TIRZ).

Staff Presentation

Mr. Childers provided background information about why this item is coming forward and he introduced the guest speakers:

Mary Petty, P3 Works, and George Purefoy, former City Manager of Frisco.

Ms. Petty provided technical information about a TIRZ and Mr. Purefoy provided practical information about the application of a TIRZ.

They, Mr. Meredith, or Mr. Childers responded to comments or questions from Council regarding:

- If a TIRZ can pay for maintenance cost expenses, and when should that be designated
- How density affects or controls a TIRZ
- Redevelopment versus development areas
- How the determination of future growth by Council is made
- Financial obligations, risks
- County participation level
- Funding Town facilities and functions
- Process for updating the rules that govern the TIRZ
- What happens if end up with excess revenue
- What happens to the tax rate
- Process to unwind a TIRZ
- How the TIRZ Board is formulated

- Examples of a past TIRZ where it ended up not being in the best interest of the city
 - Are there examples of developments that would have flourished without a TIRZ
 - Measuring the return on investment for TIRZ
 - Commercial vs. residential projects
 - Typical duration of a TIRZ
 - How large was the geographic area for TIRZ #1 in Frisco
7. Consider approval of a resolution amending the financial policies of the Town of Flower Mound.

Councilmember Engel pointed out he had concerns regarding the accounting and budgeting planning as it relates to the TIRZ.

Mr. Childers responded to his concern and pointed out there will be a strategy going forward to address number 12 to manage that process.

RESOLUTION NO. 11-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF AMENDED FINANCIAL POLICIES; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Engel moved to approve as stated in the agenda caption. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

Motion passed

Mayor France recused himself from participation in items 12, 13, and 14.

Mayor Pro Tem Sharma opened Items 12 - 14 at the same time

12. Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and making appropriations for each fund and department.
13. Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
14. Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.

Staff Presentation

Ms. Wilkinson gave a presentation identifying or noting:

- 2022 Debt service and tax rate
- Average tax bill over past 10 years
- Required budget and tax rate adoption language
- Changes since proposed budget filed in July
- Compensation/benefits
- General fund overview
- Utility fund overview
- Water/Wastewater rates
- Stormwater utility fund
- Special revenue funds
- Crime Control & Prevention District budget
- Fire Control, Prevention & Emergency Medical Services District budget
- Capital Improvement Program

Item 12 (Part 1) Motion:

Councilmember Taylor moved to approve an ordinance adopting the budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and making appropriations for each fund and department. Councilmember Engel seconded the motion.

ORDINANCE NO. 45-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SINKING FUND AND OTHER OBLIGATIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

Motion passed

Item 12 (Part 2) Motion:

Councilmember Taylor moved to ratify the property tax revenue increase reflected in the FY 2022-2023 budget. Councilmember Engel seconded the motion.

VOTE ON MOTION:

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

Motion passed

Item 13 Motion

Councilmember Engel, acting as the Board of Directors for the Crime Control and Prevention District, moved to approve a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023. Councilmember Schiestel seconded the motion.

RESOLUTION NO. 14-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA****NAYS: NONE****Item 14 Motion**

Councilmember Schiestel, acting as the Board of Directors for the Fire Control, Prevention, and Emergency Medical Services District, moved to approve a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023. Councilmember Taylor seconded the motion.

RESOLUTION NO. 15-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

15. Public Hearing to consider approval of an ordinance adopting the 2022 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.405000 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022.

Mayor France opened the Public Hearing at 8:16 p.m. No one spoke. Mayor France closed the Public Hearing at 8:17 p.m.

Mayor Pro Tem Sharma moved that the property tax rate be increased by the adoption of a tax rate of \$0.405000 per \$100 of assessed value, which is effectively a 5.03 percent increase in the tax rate; and move to approve an ordinance adopting the 2022 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.405000 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022. Councilmember Engel seconded the motion.

ORDINANCE NO. 46-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$0.4050 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2022; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE TOWN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2022 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

16. Consider a request for a Site Plan (SP22-0007 – Los Caminos Restaurant) to develop a restaurant, with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design and a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch. The property is generally located south of Lakeside Parkway and east of International Parkway. (PZ recommended approval by a vote of 6 to 0 at its August 29, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site plan
- Exception request
- Site photos
- Landscape plan
- Proposed elevations

and she responded to questions or comments from Council regarding:

- Roof pitch
- Materials clarification
- Roadway transition

Applicant Presentation

Sam Pan, Realty Capital and Jeffrey Denman, Los Caminos Restaurant

Mr. Pan gave a presentation identifying or noting:

- Building rendering, floor plan
- Menu

and they responded to comments or questions from Council regarding:

- If the picture shown will be what is built in Flower Mound
- Parking access
- Construction timeline and opening date

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

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

17. Consider approval of a Resolution to adopt a Board, Commission, and Committee Manual for the Town.

The Town Council convened into a closed meeting at 8:38 p.m. on September 19, 2022, pursuant to Texas Government Code Chapter 551.071 for consultation with attorney on this item, and reconvened into an open meeting at 8:55 p.m.

Staff Presentation

Ms. Scott expressed appreciation for everyone involved in the creation of the manual.

Councilmember Engel moved to approve as presented, with a modification to Section 2.13, Social Media Policy, to include language providing a cautionary notation that board members may incur personal liability for statements made publicly outside of a posted meeting. Mayor Pro Tem Sharma seconded the motion.

RESOLUTION NO. 16-22

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS ADOPTING A BOARD, COMMISSION, AND COMMITTEE MANUAL; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

K. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Cultural Arts Commission, 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.

L./M CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:57 p.m. on September 19, 2022, 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 11:15 p.m. on September 19, 2022, and no action was taken on the following items:

- a. Annual Performance Review of Town Manager and Town Secretary.
- b. Consultation with Attorney.
- 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
- 2. Housing Discrimination Complaint
- 3. La Estancia Investments, L.P., v. Town of Flower Mound
 - c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
 - 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 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.

N. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 11:15 p.m. on Monday, September 19, 2022, 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: October 3, 2022

FROM: Andrew Lupher, GIS Manager

ITEM: Consider the approval of a professional services agreement renewal with Cityworks LLC, a Trimble Company, in the amount of \$65,006.17; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Since 2005 the Town of Flower Mound has utilized Cityworks for its asset management software. Two years prior, the Town moved from a per user licensing model to an ELA (end-user license agreement), allowing the Town unlimited licensing and additional features to assist in day to day operations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$65,006.17

Proposed Expenditure/(Revenue):

\$65,006.17

Account Number(s):

100-655-59110-5110

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: Ben Gibbs of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Attachment 1 – Cityworks License Agreement

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

CITYWORKS® SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (“Agreement”) is made by and between Azteca Systems, LLC (“Azteca Systems” or “Azteca”) a Delaware limited liability company, with a place of business set forth on Addendum #1 below, and the **Town of Flower Mound, Texas** (hereinafter referred to as “Licensee” or “Customer”), using certain of Azteca Systems Licensed Products. This Software License and Maintenance Agreement is effective upon the date of signature by Licensee below (the “Effective Date”).

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Azteca Systems, as licensor of the Software, or the Online Services, and Documentation licensed under this Agreement, will supersede any previous agreements.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third-Party Contractor Acknowledgment.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party’s original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 **Definitions.** The terms used are defined as follows:

- a. "Agreement" means this Software License and Maintenance Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee’s employees; (ii) Licensee’s consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software’s public web portal (if applicable). Other than limited use of the Products through the software’s web portal, the public is not considered an authorized user.
- d. "Beta" means any alpha, beta, or other prerelease version of a Product.
- e. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- f. "Cloud Services" means both Azteca Systems Managed Cloud Services and Online Services.
- g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
- i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee’s internal use to provide testing License rights prior to deployment.
- j. "Documentation" means all user reference documentation that is supplied to the Licensee by Azteca Systems pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Azteca Systems-provided revisions thereof.
- k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee’s internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee’s clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a

- service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.
- l. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.
 - m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
 - n. "Malicious Code" means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
 - o. "Named User(s)" is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee's exclusive benefit.
 - p. "Online Services" means the commercially available, internet-based asset management system that Azteca Systems provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.
 - q. "Online Services Subscription" means a limited-term subscription conveying the right for one or more named users to access and use Online Services.
 - r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
 - s. "Preview" means any alpha, beta, or prerelease Product.
 - t. "Product(s)" means Software and Documentation licensed under the terms of this Agreement.
 - u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.
 - v. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
 - w. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.
 - x. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
 - y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Azteca Systems Offerings are the copyrighted works of Azteca Systems. Azteca Systems or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Azteca Systems and its licensor(s). Azteca Systems does not acquire any rights in Customer Content under this Agreement other than as needed to provide Azteca Offerings and Services to Customer.

ARTICLE 3—GRANT OF LICENSE

- 3.1 **Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i)

for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 6. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

- a. *Software.* Use and license for specific Software products are set forth in Addendum #1– Product Licensing, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 10.10 below and in Addendum #2 – Standard Maintenance and Support, which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

3.2 **Delivery.** Unless otherwise agreed, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

ARTICLE 4—SOFTWARE AND ONLINE SERVICES

4.1 Software Terms of Use

- a. For Products delivered to Licensee, Licensee may:
 - 1. Install, access, and store Products on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
 - 4. Move the Software in the licensed configuration to a replacement server; and
 - 5. Governmental or not-for-profit organization that operate a website or offer internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca Systems. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Online Services Terms of Use

- a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.
- b. **Modification of Online Services.** Azteca Systems may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any

modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Azteca Systems may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Azteca Systems will issue a prorated refund.

4.3 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users.

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

4.4 Limited-Use Programs.

a. Trial, Evaluation, and Beta Programs. Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. Educational Programs. Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. Other Azteca Systems Emergency or Limited-Use Programs. If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Azteca's website in addition to the nonconflicting terms of this Agreement.

4.5 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Distribute Authorization Codes to third parties;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Unbundle or independently use the individual or component parts of Software or Online Services;

- l. Incorporate any portion of the Software into a product or service that competes with the Software;
- m. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—AZTECA SYSTEMS MANAGED CLOUD SERVICES

5.1 **Definitions.** The following are supplemental definitions provided in Article 1.

- a. “Azteca Managed Cloud Services” means the hardware, Software, Data, network platform that Azteca Systems or its third-party supplier provides as part of Azteca Managed Cloud Services.
- b. “Hosting” means the business of housing and making accessible Licensee Content via the internet.

5.2 **Provision of Azteca Managed Cloud Services.**

- a. **General Terms.** Use of Azteca Systems Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Azteca Systems changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Azteca Systems will invoice Customer annually for the Azteca Systems Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Azteca Systems or removal of Customer Content from the Azteca Systems Managed Cloud Services environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Azteca Systems if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Azteca Systems Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Azteca Systems Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
- g. **Monitoring.** Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Azteca Systems or its Hosting partner to verify Azteca's or Licensee's compliance with this Agreement. Azteca Systems or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this Agreement will begin on the Effective Date, or upon such latter dates set forth in Addendum #1, and in each case provided a valid purchase authorization is issued. This Agreement may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1.

6.2. Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. **Termination by Licensee for Convenience.** In the event that either funding from Licensee or other sources is

withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, or for convenience, Licensee may terminate subsequent Term Maintenance Periods by giving Azteca Systems at least thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term. If terminated prior to current term, no refund is provided unless termination is made prior to the first 90 days of the initial term period.

6.4. Termination by Azteca Systems. Azteca Systems may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

- a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Azteca Systems' written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
- b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

6.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

6.6. If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination.

6.7. If this Agreement is terminated per section 6.3 or 6.4, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then, for no additional charge to Licensee and at Licensee's option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. Upon termination, Azteca Systems will no longer provide updates, patches, or support. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

6.8. If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 6.3 or 6.4, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

6.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties. Except as otherwise provided in this Article 7, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

7.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.

7.3 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Azteca Systems is not responsible for any third-party website or third-party content that appears in or is referenced by Azteca Systems Products or Azteca Systems websites, including www.cityworks.com and <https://mycityworks.force.com>. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

7.4 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Azteca Systems disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Azteca Systems is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Azteca Systems Product or Service other than as specified in the Documentation. Azteca Systems does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.

7.5 If Licensee utilizes data fields available in the Licensed Products to store data not required for the normal use and operation of our Licensed Products and Software for their intended purpose, Licensee agrees (i) that Azteca Systems is not responsible for compliance with laws, rules and regulations specific to such Data (eg. HIPAA or PCI Rules); and (ii) Licensee assumes all risks associated with, related to, or arising from Licensee's use of data fields to store such data.

7.6 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Azteca Systems Maintenance Services and Support Addendum; or (ii) at Azteca Systems election, terminate Licensee's right to use and refund the fees paid for Azteca Systems Products or Services that do not meet Azteca Systems limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Liability. Neither Licensee, Azteca Systems, nor any Azteca Systems distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees paid for the current Term support period, or current Subscription fees, or Services fees actually paid to Azteca Systems for the Azteca Systems Products or Services giving rise to the cause of action.

8.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's infringement, misuse, or misappropriation of Azteca Systems or Azteca Systems licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

8.3 Applicability of Disclaimers and Limitations. Azteca Systems (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

8.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights under

law that may not be waived or disclaimed. Azteca Systems does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

ARTICLE 9—INDEMNIFICATIONS

9.1 **Definitions.** The following definitions supplement the definitions provide in Article 1:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Azteca Systems Products or Services infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.

9.2 **Infringement Indemnity.**

- a. Azteca Systems will defend, hold all indemnitees harmless from and against any Loss arising out of an Infringement Claim.
- b. If Azteca Systems determines that an Infringement Claim is valid, Azteca Systems may, at its expense, either (i) obtain rights for Customer to continue using the Azteca Systems Products or Services or (ii) modify the Azteca Systems Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Azteca Systems may terminate Licensee's right to use the Azteca Systems Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Azteca Systems has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Azteca Systems Products or Services with a product, process, or system or element not supplied by Azteca Systems or specified by Azteca Systems in its Documentation, (ii) alteration of Azteca Systems Products or Services by anyone other than Azteca Systems or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Azteca Systems either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.

9.3 **General Indemnity.** Azteca Systems will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Azteca Systems or its directors, officers, employees, or agents performing Services while on Customer's site.

9.4 **Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Azteca Systems in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Azteca Systems sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Azteca Systems request and expense.

9.5 **This section sets forth the entire obligation of Azteca Systems, its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Azteca Systems must indemnify Licensee.**

ARTICLE 10—GENERAL PROVISIONS

10.1 **Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

10.2 **Taxes and Fees, Shipping Charges.** License and Subscription fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.3 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.4 Severability. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.5 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

10.6 Survival of Terms. The provisions of Articles 2, 6, 7, 8, 9 and 10 of this Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.

10.7 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

10.8 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- **Government Entities.** If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement.
- **Nongovernment Entities.** US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.

10.9 Dispute Resolution. The parties will use the following dispute resolution process:

- **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities.** Azteca Systems will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Litigation.** The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, if the parties are unable to resolve any dispute through negotiation, then the governing law shall be as set forth in section 10.8.

10.10 Maintenance. Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

10.11 Audit. Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Azteca

Systems, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with ordinary business activities. Licensee shall be responsible for any audit costs only in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, and for unpaid license fees.

10.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Azteca Systems.

10.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

10.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event.

10.15 Independent Contractor. Azteca Systems is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Azteca Systems and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

10.16 Entire Agreement. This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

TOWN OF FLOWER MOUND, TX – (LICENSEE)

By: _____

By: _____

Name: George Mastakas

Name: _____

Title: Vice President

Title: _____

Date: ____/____/____

Date: ____/____/____

ADDENDUM #1**PRODUCT LICENSING****1. Licensed Software:**

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Contracts

Cityworks for Excel

Cityworks Analytics for AMS

eURL (Enterprise URL)

Workload

Web Hooks

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Additional Software Products & Licenses & Annual Renewals: Additional Software Products & Licenses may be added to this Agreement as well as annual renewals of this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

2. Notices & Licensee Information: Until or unless otherwise modified, all notices relevant to this agreement shall be sent to the following address:

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	Town of Flower Mound 2121 Cross Timbers Road Flower Mound, TX 75028
	Attn: Gary Bertagnolli
	E-mail: bertagnolli@flower-mound.com
	Phone: 972.874.6058

3. Effective Date of Software (Date Software made available)

MM/DD/YYYY

09/30/2022

4. Schedule of Payments and/or Fees under Agreement

Annual Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	09/30/2022 – 10/31/2023	\$65,006.17
Period 2	11/01/2023 – 10/31/2024	\$60,000.00

** Fee for Period 1 reflects a 13-month period to cover the renewal date change.*

5. Additional Items (If Any):

- a. Annual fee herein is based on a 50,001 – 100,000 population range.
- b. If Licensee is receiving or receives an Online product, the following apply:
 - i. **CWOL – Cityworks Online:** Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering.
 - ii. **CWOL** is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca Systems, LLC (“Azteca Systems” or “Azteca”). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement, and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.

- 1.1. Azteca Systems will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for licensed software applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

- 1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- a. **Software Updates.** Software Updates includes upgrades and service packs which are a collection of files that enhance or correct the licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. Updates and upgrades may also include new versions;
- b. Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- c. Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee’s systems in order to perform thorough remote diagnostics.

- 1.3 The following items, among others, however, are specifically excluded as support services under this Addendum:

- a. Support for applying or installing upgrades and service packs (except for Online Products);
- b. Assistance with questions related to third-party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- c. Assistance with computer operating system questions not directly pertinent to the licensed software;
- d. Licensee Data debugging and/or correcting;
- e. Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
- f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed software in Addendum #1;
- g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- h. Questions such as configuration, implementation, and walk-throughs.

- 1.4 Support Periods are renewable unless terminated as provided in Section 3 below.

- 1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a

technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

1.8. **Additional Support Items.**

- a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.
- b. Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed in Addendum #1 changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license or maintenance fees have been paid.
- c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Azteca Systems. Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will be made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

2. PROCEDURES FOR ACCESSING SUPPORT

2.1. All problem categories from routine, non-critical and critical, that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within four (4) hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number that will forward the call to the currently assigned Azteca Systems support representative.

Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within four (4) hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems, Licensee will submit support requests during normal business hours as outlined in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year one (1) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Azteca Systems will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MANAGED CLOUD AND ONLINE SERVICES

4.1. **Prohibited Uses.** Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

- a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;

- e. Probes, scans, or tests the vulnerability of Cloud Services or breaches any security or authentication measures used by Cloud Services without written approval from Azteca Systems product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

4.2. **Service Interruption.** System failures or other events beyond Azteca's reasonable control may interrupt Customer's access to Cloud Services. Azteca Systems may not be able to provide advance notice of such interruptions.

4.3. **Licensee Content.**

- a. Licensee grants Azteca Systems and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Licensee Content as needed to provide Cloud Services to Licensee. Azteca Systems will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Azteca Systems under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Azteca Systems may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Azteca Systems may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Azteca Systems will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Azteca Systems will either:
 - 1. Make Customer Content available to Customer for download for a period of thirty (30) days unless Customer requests a shorter window of availability or Azteca Systems is legally prohibited from doing so; or
 - 2. Download all Customer Content in Azteca Systems' possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Azteca Systems will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

4.4. **Removal of Customer Content.** Azteca Systems may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Azteca Systems will notify Customer before removing Customer Content. Azteca Systems will respond to any Digital Millennium Copyright Act takedown notices in accordance with Azteca Systems copyright policy, available at www.cityworks.com/legal.

4.5. **Service Suspension.** Azteca Systems may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Azteca Systems reasonably believes that Customer's use of Cloud Services will subject Azteca Systems to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Azteca Systems will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Azteca Systems is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

4.6. **Notice to Azteca Systems.** Licensee will promptly notify Azteca Systems if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

4.7. **Security Breach Notification.** Azteca Systems will promptly notify Customer if Azteca Systems becomes aware of any actual unauthorized disclosure, access, or use of Customer Data (“Security Breach”). The notification will be sent using the contact information on file with Azteca Systems at the time of the Security Breach and will include information related to the cause of the Security Breach (if known) and steps Azteca Systems has or will take to mitigate the risk of a similar Security Breach from occurring in the future. To the extent that the Security Breach was caused by any act or omission of Azteca Systems, Azteca Systems agrees to reasonably cooperate with Customer in investigating the Security Breach and provide information and documents reasonably requested by Customer to the extent such information and documents can aid Customer in investigating the Security Breach. If the Security Breach was not caused by an act or omission of Azteca Systems, Customer may request reasonable assistance from Azteca Systems subject to the availability of Azteca Systems’ resources and at Azteca Systems’ standard hourly rates

5. MISCELLANEOUS

5.1. **Data Confidentiality Statement.** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing the Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements, and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

5.2. **No Implied Waivers.** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

5.3. Azteca Systems will use commercially reasonable efforts to ensure that Azteca Systems Products and Offerings will not transmit any Malicious Code to Licensee. Azteca Systems is not responsible for Malicious Code that Licensee introduces to Azteca Systems Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

ADDENDUM #3**THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee engages any third party or contractor (Third Party) and desires to grant access to use the Licensed Software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Licensee's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;
3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be responsible for all use by Third Party with respect to the use of the Licensed Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and
7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Azteca Systems at contracts@cityworks.com.

Third Party (Print): _____

Licensee: Town of Flower Mound, TX

By: _____
Third Party/Contractor Authorized Signature

Title: _____

Date: _____

Third Party Information

Address City, State, Zip	
Contact Name	
Phone Number	
Email	



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: October 3, 2022

FROM: Andrew Lupher, GIS Manager

ITEM: Consider the approval of a professional services agreement renewal with Environmental Systems Research Institute, Inc. in the amount of \$55,080.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town of Flower Mound has used an a la carte licensing model for its GIS software since inception but with growing demand for access by Town staff, continuing to buy additional licenses in this method has become cost prohibitive. This item will move the Town from an a la carte model to an enterprise agreement thus giving the Town licensing flexibility and provide added functionalities previously not available.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$55,080.00

Proposed Expenditure/(Revenue):

\$55,080.00

Account Number(s):

100-655-59110-5110

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: Dean Roggia of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Attachment 1 - Esri Software License Agreement

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

September 16, 2022

Mr. Andrew Lupher
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028

Dear Andrew,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Sean Gill



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

Quotation # Q-480458

Date: September 16, 2022

Customer # 40736 Contract # ENTERPRISE AGREEMENT

Town of Flower Mound
 Information Technology Dept
 2121 Cross Timbers Rd
 Flower Mound, TX 75028

ATTENTION: Andrew Lupher
 PHONE: 972-874-6057 x9934
 EMAIL: andrew.lupher@flower-mound.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/16/2022 To: 12/15/2022

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
178625	1	Year 1	\$80.00	\$80.00
ArcGIS Business Analyst Web App Standard Online Term License				
178625	1	Year 2	\$80.00	\$80.00
ArcGIS Business Analyst Web App Standard Online Term License				
178625	1	Year 3	\$80.00	\$80.00
ArcGIS Business Analyst Web App Standard Online Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sean Gill	Email: s.gill@esri.com	Phone: (909) 793-2853 x8828
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

GILLS

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-480458

Date: September 16, 2022

Customer # 40736 Contract # ENTERPRISE AGREEMENT

Town of Flower Mound
 Information Technology Dept
 2121 Cross Timbers Rd
 Flower Mound, TX 75028

ATTENTION: Andrew Lupher
 PHONE: 972-874-6057 x9934
 EMAIL: andrew.lupher@flower-mound.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/16/2022 To: 12/15/2022

Subtotal:	\$165,240.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$165,240.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sean Gill

Email:

s.gill@esri.com

Phone:

(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GILLS

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Tracker for ArcGIS Enterprise
 50 ArcGIS Tracker for ArcGIS Online
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 4 ArcGIS Utility Network User Type Extensions (Enterprise)
 4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: October 3, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: Consider approval of the purchase and installation of a shade structure, for the Heritage Park Improvements project, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$102,882.00.

BACKGROUND INFORMATION: In May of 2022 a new adult fitness equipment & exercise area was installed in Heritage Park under the Heritage Park Improvement project, as seen on the FY 2021-2022 Five-Year Capital Improvement Program (CIP) Plan as approved by Town Council and the Community Development Corporation (CDC). These improvements also called for a new shade structure over the fitness equipment to help keep the location cool throughout the year. With approval of this purchase the contractor will deliver and install a new shade structure over the existing fitness equipment.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$102,882.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$102,882.00	317-110-90704-6210

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

Total project cost is currently \$ 700,000. Funding sources are:

- Dedicated Sales Tax \$ 700,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal

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



Date: August 26, 2022
 Project: Heritage Park Fitness Shade
 Location: Flower Mound TX
 Proposal Expires: 30 Days
 To: Brennon Peltier

BUYBOARD CONTRACT # 592-19, VENDOR # 3120

We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to The Whirlix Design team.

SkyWays Shades (2) Options

Series: *Skyways Shade by Landscape Structures Inc.*
 Installation: *By Factory Trained and Certified Installers*
 Quantity/Sizes: *See Attached Renders*

OPTION #1 SkyWays Super Hip

SkyWays 62'x62'x14' Entry Height Super Hip: \$76,690.00
 Freight: \$668.00
 Installation: \$20,670.00
 Permit/Testing and 3rd Party Engineering Letter: \$3,335.00
Buy Board Discount: \$5,069.00
TOTAL: \$96,297.00
 (Ninety Six Thousand, Two Hundred Ninety-Seven Dollars)
 P&P Bond: \$2,407.00 (if needed)

OPTION #2 SkyWays 4 Post Hypar Shade

SkyWays 62'x62'x14' Entry Height Super Hip: \$84,958.00
 Freight: \$668.00
 Installation: \$19,336.00
 Permit/Testing and 3rd Party Engineering Letter: \$3,335.00
Buy Board Discount: \$5,415.00
TOTAL: \$102,882.00
 (One Hundred Two Thousand, Eight Hundred Eighty-Two Dollars)
 P&P Bond: \$2,543 (if needed)

Base Bid Includes:

- ☐ Full Submittal Package
- ☐ Warranty
- ☐ Standard Colors
- ☐ Certified Installation
- ☐ Permit /Engineer Letter for Closeout
- ☐ (4) Engineered Piers
- ☐ Electronic Stamped Drawings for Permit
- ☐ Freight

**Base Bid Excludes:**

- ☐ Payment, Performance, and Maintenance Bonds
- ☐ Use of Credit Cards as Payment
- ☐ Concrete Border
- ☐ Drainage
- ☐ Drilling Through Rocky Soil
- ☐ Hitting of New or Existing Sprinkler pipes
- ☐ Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location
- ☐ Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- ☐ Surveying of Site
- ☐ Special Augers or Drilling Equipment
- ☐ Remobilization Charges Due to Weather or Project Delays
- ☐ Offsite Storage of Equipment Due to Weather or Project Related Delays
- ☐ On Site Security
- ☐ Dumpster
- ☐ Latrine on Site
- ☐ Geotechnical Report
- ☐ Wet Stamped Engineering Drawings

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.

Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.

Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

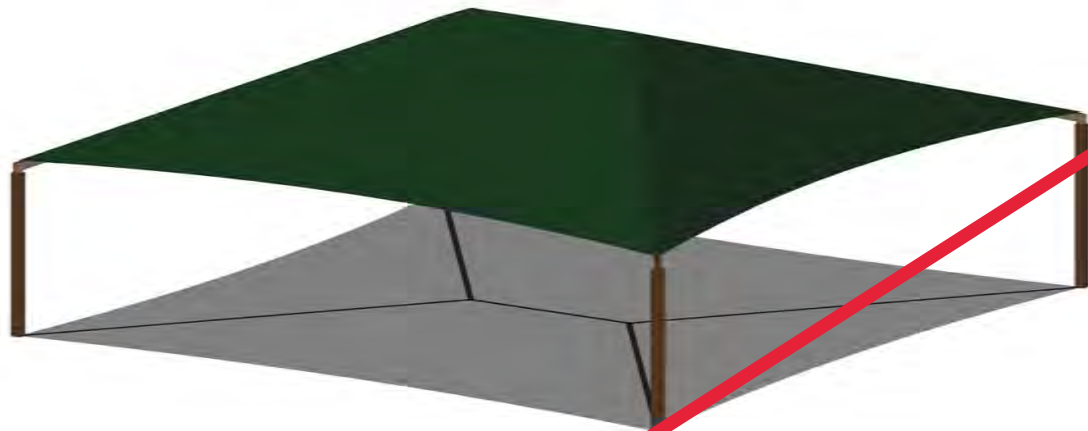
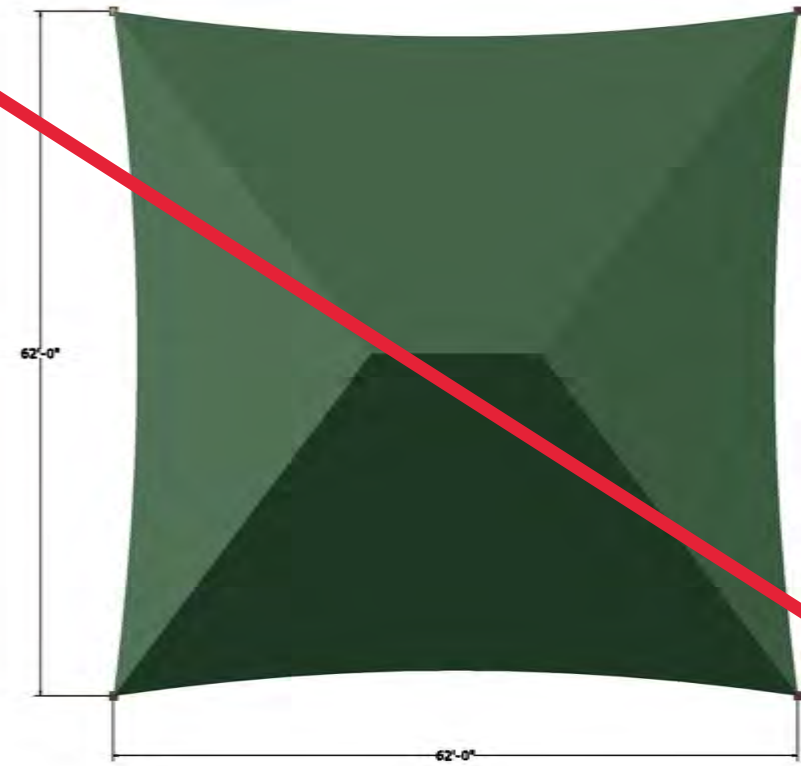
Prepared by David Rushing • Whirlix Design Inc • drushing@whirlix.com • 469-367-6120

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Date: _____ Signature: _____

Whirlix Design Inc.
1751 International Parkway, Suite 131
Richardson, TX 75081

NOT TO BE PURCHASED



14'-0"

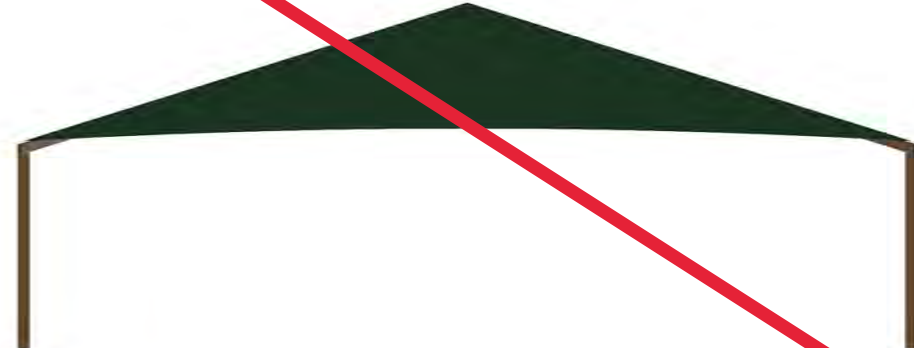


Image for illustrative purposes only. Does not represent the finished product. Not to scale. Not for construction.
©2022 Landscape Structures. All Rights Reserved.



Whirlix
Always in Motion



Project Info:

Flower Mound

Fitness Park-Shade

Location:

Flower Mound, TX

Unit Type:

Super Hip

Designed By:

JDS

Sheet Size:

11" X 17"

SKYWAYS
by LANDSCAPE STRUCTURES

8131 FORNEY RD.
DALLAS, TEXAS 75227
PH: 1-888-438-6574

Date

08/16/2022

NOTES:

SELECTED OPTIONS:

Templates	QTY	4
Electronic Stamps	QTY	1

WIND LOAD: 105 MPH
SNOW LOAD: 5 PSF
BUILDING CODE: IBC 2015

STEEL COLOR: Acorn
FABRIC COLOR: Pine Green

FOUNDATION TYPE: Drilled Pier
BURY TYPE: Recessed Base Plate
SURFACING: TBD

QUOTE #
1167650-01-01

CUSTOM PRODUCT NUMBER:
CP029859



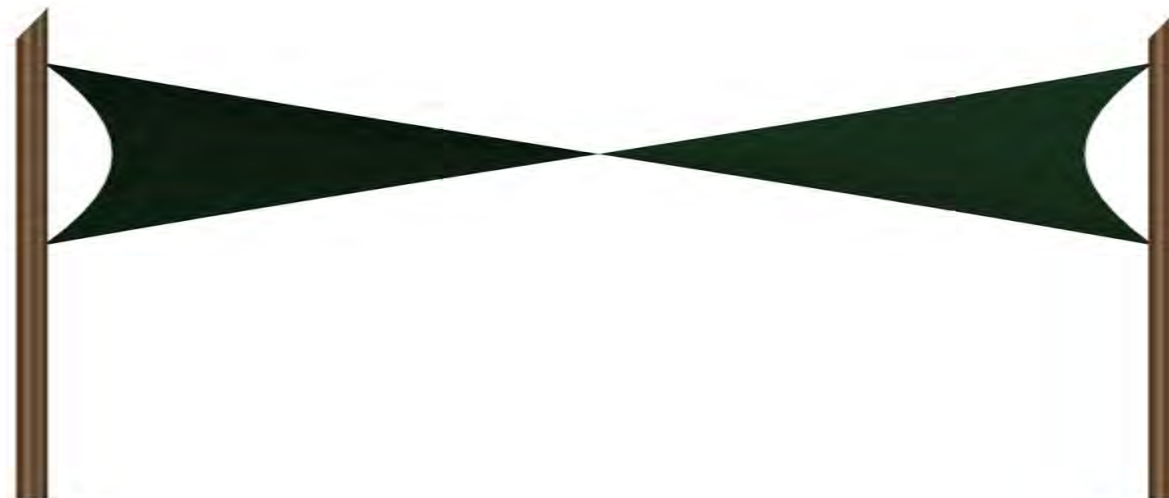
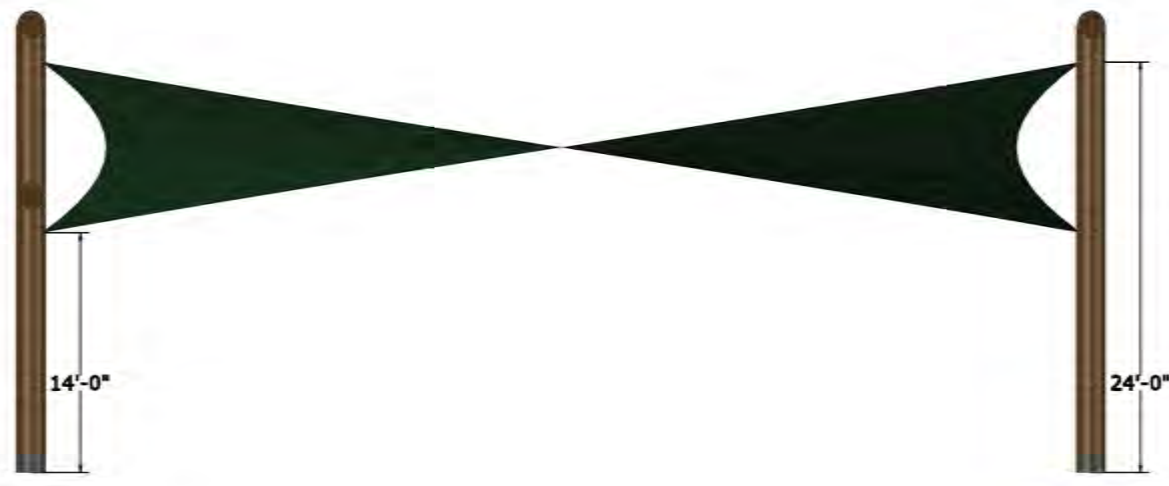
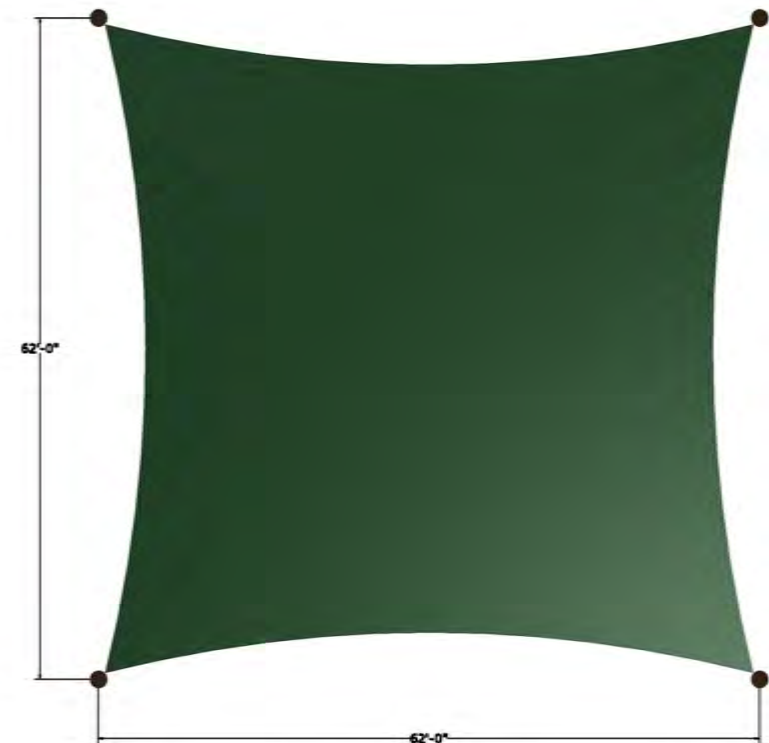
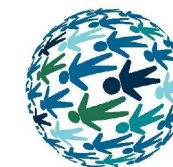


Image for illustrative purposes only. Does not represent the finished product. Not to scale. Not for construction.
©2022 Landscape Structures. All Rights Reserved.



Whirlix
Always in Motion

skyways
by landscape structures

Project Info:

Flower Mound

Fitness Park-Shade

Location:

Flower Mound, TX

Unit Type:

Hypar Sail Shade

Designed By:

JDS

Sheet Size:

11" X 17"

SKYWAYS
by LANDSCAPE STRUCTURES

8131 FORNEY RD.
DALLAS, TEXAS 75227
PH: 1-888-438-6574

Date

08/16/2022

NOTES:

SELECTED OPTIONS:

Templates	QTY	4
Electronic Stamps	QTY	1

WIND LOAD: 105 MPH
SNOW LOAD: 5 PSF
BUILDING CODE: Other

STEEL COLOR: Acorn
FABRIC COLOR: Pine Green

FOUNDATION TYPE: Drilled Pier
BURY TYPE: Recessed Base Plate
SURFACING: TBD

QUOTE #
1167650-02-01

CUSTOM PRODUCT NUMBER:
CP029863





Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years. This warranty applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release®, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2022 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

President

Date: 01/01/2022



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com





Differentiators

Superior Color Choice. Superior Material Quality.
Superior Material Performance. Superior Warranty.

Superior Materials: Fabric

- Skyways' standard fabric is an industry-leading Commercial 95 HDPE product, however, we are currently transitioning over to a Commercial 95 FR product, so that we can offer 22 colors in FR. Most of our major competitors only offer 6 colors in FR and 14 in non-FR, which means color selection is nearly 60% greater with SkyWays.
- The weight of our fabric is 340 GSM (Grams per Square Meter). Basically this is the density of material in the product which ultimately translates to overall strength and durability. Comm 95 is our medium weight fabric. Most of our competitor's medium weight fabric is about 200 GSM. Their heavy product is 320 GSM; ours is 430, so the strength and durability of our fabric is far superior to our competitor's products.
- Commercial 95 UVR block is up to 97.7%. Most competitors claim a UV block up to 96%.
- Our fabrics are tested for color-fastness. Commercial 95 receives a 4.5 on a 5 scale which surpasses the acceptable range. Most competitors don't report this information.

- The warranty on our fabric is a full warranty through the 10 years. Most competitor's warranties are pro-rated and therefore decrease throughout the warranty period.
- SkyWays fabric is 100% recyclable.
- Many competitors only offer this type of fabric as an upgrade, while providing a lighter duty fabric as their standard.



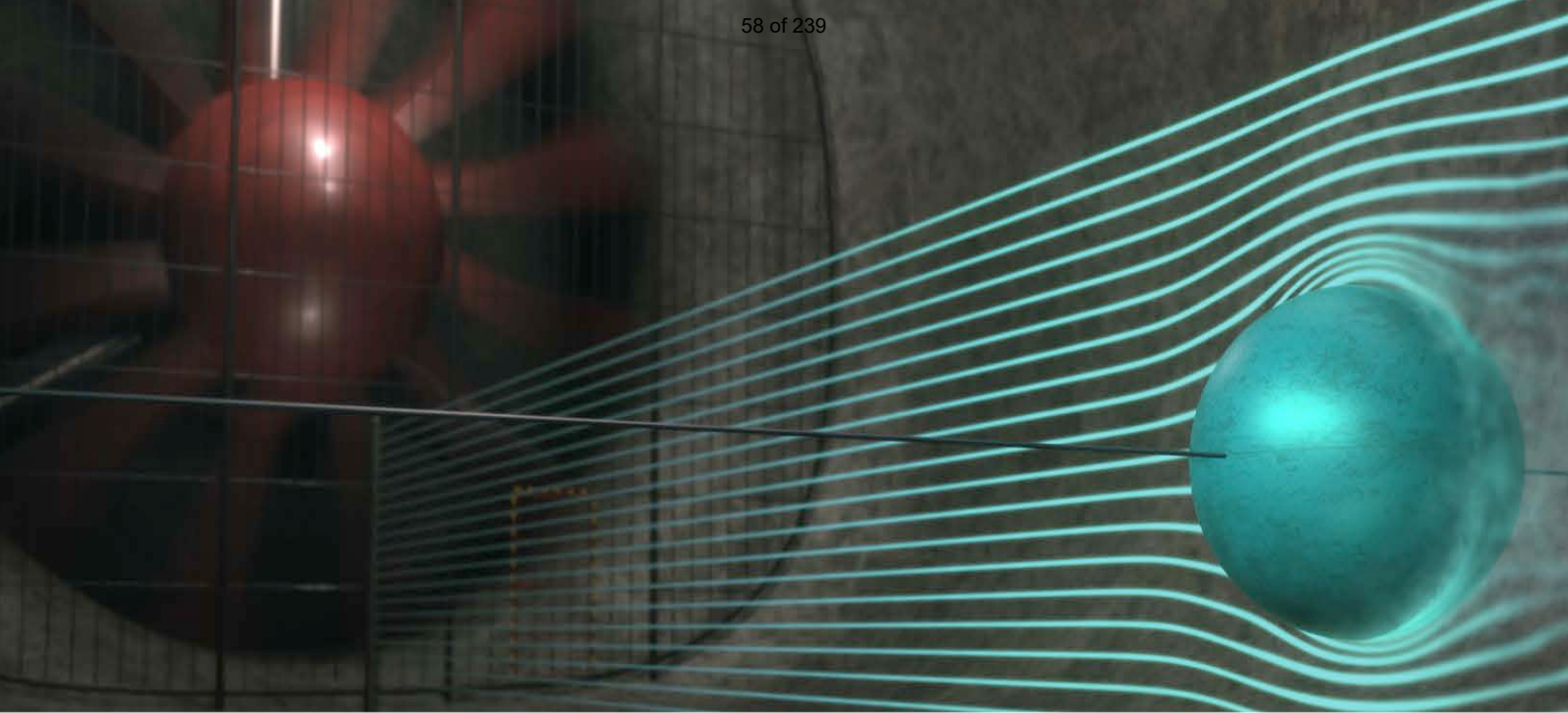
Skyways Fabric vs. Competitors

	Primary Competitive Product	SkyWays	Test Standard	SkyWays vs Competitor
Nominal fabric mass	200 GSM	340 GSM	AS2001.2.13	+ 140 GSM
Tensile Strength - warp	450 N/50mm	670 N/50mm	AS2001.2.13	+ 220 N/50mm
Tensile Strength - weft	900 N/50mm	2400 N/50mm	AS2001.2.13	+ 1500 N/50mm
Elongation at Break - warp	63.5%	117.0%	AS2001.2.3.2	+53.5%
Elongation at Break - weft	36.2%	83.0%	AS2001.2.3.2	+46.8%
Tear Resistance - warp	143 N	187 N	AS2001.2.13	+44 N
Tear Resistance - weft	184 N	359 N	AS2001.2.13	+175 N
Bursting Pressure	2100-2500 kPa	3500 kPa	AS4878.5 - Method B	+1000 kPa
Bursting Force	1200 N	1937 N	AS2001.2.19	+737 N



Superior Materials: Finish

- SkyWays' standard ProShield® finish begins with high quality materials.
- We use an advanced technology zinc-rich epoxy primer that protects the substrate from rust and corrosion. We apply a minimum of 2 mils of this primer before we shoot the top coat. Most competitors charge extra for this.
- Our architectural-grade Super Durable Polyester TGIC top coat is the defacto standard in exterior coatings. This is the same finish that LSI uses on play equipment. We apply a minimum 4 mils of this topcoat.
- Our minimum total coating thickness is 6 mils, which is roughly twice the thickness of most competitors standard product offering.
- Before applying the ProShield finish, we prep the structural steel tubing in accordance with commercial blast cleaning SSPC-SP6 or NACE #3.
- ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:
 - Hardness (D3363) rating 2H
 - Flexibility (D522) pass 1/8" mandrel
 - Impact (D2794) rating minimum 80 inch-pounds
 - Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
 - UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention
 - Adhesion (D3359, Method B) rating 5



Engineering Analysis

Our professional engineering team designs all structures to meet national and local building standards. To ensure optimal design is applied to each structure, Skyways utilizes wind tunnel tests to validate each design criterion.

Patterning

Every piece of fabric is specifically patterned with a printed template. This method treats the fabric top as the 3D object that it is. Patterning the fabric this way helps to ensure more precise fit. Many of our competitors use patterning methods that flatten the fabric out. They then rely on stretch to compensate for their imperfect process.





Integration with Play

Integrating shade with LSI play structures can be a major competitive advantage for you on your projects. We have many standard shade/play integrated products and excel at custom integration into play.

Expert Support

As with anything LSI does, it's always our goal to provide the best support possible. It is critical to us that you succeed. Presale will help you determine the best options possible for your project. Our engineering department will design the unit details to the specific needs of your projects. From integration to special footings or building connections, they are able to help you navigate the complexities of post-sale. Operations will manufacture and ship your product to the quality standards that you've come to expect from LSI.

Packaging

SkyWays boxes and palletizes the unit shipments. This ensures that the unit stays safe and free of dings. It also helps to simplify unloading of the equipment upon arrival to the site.





Industry Certifications

- Landscape Structures Inc.'s SkyWays Division is a recognized leader in the industry. Our focus on quality and process control are recognized through our AISC & ISO certifications.
- SkyWays is also an approved fabricator for Clark County Nevada, the City of Phoenix, and the City of Los Angeles.



AISC
CERTIFIED
FABRICATOR



PROUD MEMBER



Fabric Structures
Association

FABRICATOR & ERECTOR CERTIFICATION

Why is AISC Certification Important?

AISC Fabricator And Erector Certification brings value to any steel project

The AISC Quality Management System (QMS) Certification sets the quality standard for the structural steel industry and is the most recognized national quality certification program for the building and bridge industry. The program includes over 50% of the building fabricators in the US, and every state Department of Transportation (DOT) requires their bridge fabricators to be certified. Here's how employing AISC-Certified fabricators and erectors can enhance your project:

- It assists in achieving the desired level of quality for your project
- It helps evaluate and pre-qualify bidders
- It sets a high quality standard for the project
- It offers cost savings in third party inspections
- It builds in quality from the start
- It demonstrates commitment
- It makes every project a quality project





TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: October 3, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: Consider approval of a Professional Services Agreement with MHS Planning & Design, LLC., for the design phase services associated with the Tealwood Oaks Park project, in the amount of \$52,250.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The included Professional Services Agreement (PSA) with MHS Planning & Design, LLC., includes landscape, architectural, and engineering design services for improvements to Tealwood Oaks Park, 1900 Tealwood Oaks Blvd. The project is on the Town's Five-Year CIP Plan for FY 2021-2022. The improvements include replacing the existing bridge structures, address ADA/accessibility concerns, and add a new picnic pavilion shade structure near the playground.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision to deny the agreement would lead to continued ADA/accessibility issues throughout the park and a lack of seating and shade near the playground.

FISCAL IMPACT: \$52,250.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$52,250.00	317-110-90650-6210

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

Total project cost is currently \$ 400,000. Funding sources are:

- Dedicated Sales Tax \$ 400,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
MHS PLANNING & DESIGN, LLC.**

This contract is entered into on this 3rd day of October, 2022, 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 **MHS PLANNING & DESIGN, LLC.**, ("hereinafter referred to as "CONSULTANT") whose address is 212 W. 9th Street, Tyler, TX 75701.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Tealwood Oaks Park project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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 will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering 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 has represented or 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 provide services for the Tealwood Oaks Park project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). 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 a sum not to exceed Fifty-two Thousand Two-Hundred Fifty and No/100 Dollars (\$52,250.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "A"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "A" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. 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.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the

amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise 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 of 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 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 Flower Mound Town Council approval and is subject to the current budget year limitations.

V. Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI. Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without 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 connection with

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

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 shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

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 and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis save and except the Professional Liability Insurance which may be written on a “claims-made” basis, provided that “tail coverage” or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The 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 and coverage 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; such policy to provide for 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, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of 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. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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 thirty-six (36) months following completion of the Contract and acceptance by the TOWN. 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. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The 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:

Brennon Peltier
 Park Development Manager
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6278 Telephone

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);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. 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.

If TOWN agrees that CONSULTANT may retain any subcontractors, 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 subcontractor 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 plans by the 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

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. 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, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

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 respondeat 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. Conflicts 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.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

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, as determined by TOWN's attorney.

XIX. **Notice Information**

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:

Brennon Peltier
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 Telephone

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:

Hunter N. Rush
Senior Planner & Partner
MHS PLANNING & DESIGN, LLC
212 W. 9th Street
Tyler, Texas 75701
903-597-6606
hnrush@mhsplanning.com

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

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
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.

XXV.
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.

XXVI.
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.

XXVII.
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.

XXVIII.
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.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and 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.

XXX.**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.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
MHS PLANNING & DESIGN, LLC

By: *Hunter N. Rush*

Name: Hunter N. Rush
 Title: Senior Planner & Partner

Date Signed: 09/15/2022

State of Texas §
 §
 County of Smith §

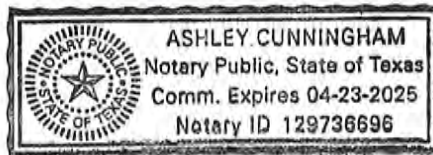
This instrument was acknowledged before me on the 15th day of September, 2022, by Hunter N. Rush in his capacity as Sr. Planner & Partner of **MHS Planning & Design, LLC**, a limited liability Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **MHS Planning & Design, LLC**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF September 20 22.

Ashley Cunningham
 Notary Public, State of Texas

My Commission Expires:

04/23/25





August 30, 2022

Brennon Peltier

Town of Flower Mound

Via Email: brennon.peltier@flower-mound.com

RE: Tealwood Oaks Park

Dear Brennon,

It is my pleasure to submit this proposal for professional services for your property located in the Town of Flower Mound as shown in Exhibit 'A'. Our scope of services for this project is as follows:

1. Preliminary Engineering and Preliminary Landscape Architecture - \$16,000

- a. Site Visit to view the existing conditions and review the site.
- b. Work in conjunction with the Owner to prepare a preliminary layout for proposed improvements such as a pavilion, ADA improvements, and two bridge crossings for the project.
- c. Meet with the owner for a design development presentation showing options and design concepts for the proposed pavilion and bridge crossing.
- d. Provide preliminary geotechnical analysis for critical locations around the tract (pavilion, bridge crossings, etc.). Three bores to be provided: one (1) at the proposed pavilion location, one (1) at the norther bridge location and one (1) at the southern bridge location. Provide pavement, subgrade, pavilion foundation and bridge footer recommendations.
- e. Prepare topographic survey for areas in and around proposed pavilion and bridge crossing with benchmarks. Tree Survey (4" caliper and greater with species). Existing underground utilities that will be located based on locations provided by Texas One-call (811).
- f. We will make any revisions required by regulating authorities to bring the design into compliance with applicable codes or the changes required because of some error or omission on the part of MHS Planning and Design.
- g. Deliverable: 30% Review Set

2. Park Design - \$26,250.00

- a. Based on the approved preliminary design documents, coordinate and/or prepare detailed construction drawings and specifications for erosion control, grading, paving, drainage, landscape, irrigation, and project details for the Project. The construction drawings and specifications shall be prepared for the full project but may be bid and awarded under multiple construction contracts. (Deliverables to be a 60%, 90% & 100% Sealed Plans)
- b. Furnish to the Owner construction plans and specifications. These documents typically include the following sheets, but all may not be required for this project:
 - i. Cover Sheet
 - ii. Site Plan
 - iii. Demolition Plan

- iv. Erosion Control Plan and Notes
- v. Drainage Area Map and Calculations
- vi. Drainage Plan
- vii. Grading Plan
- viii. Paving Plan and Horizontal Control
- ix. Landscape and Irrigation
- x. Structural Engineering
- xi. Electrical Engineering
- xii. Project Details (ex. Pavilion and Bridge)

3. Construction Administration - \$10,000 (HNE)

- a. Construction Administration will be provided on an hourly not to exceed basis as requested by the Owner in accordance with the attached rate sheet for submittal review, RFI's, and site visits.
- b. Conduct weekly conference calls with Owner for updates on the progress of the Project.
- c. Make an estimated maximum of five (5) visits to the site when deemed appropriate by the Consultant in the exercise of his professional judgment and the Town of Flower Mound (Owner) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the plans, specifications, and contract documents; he will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work; he will not be responsible for having quality control testing done; he will not be responsible for the techniques and sequences of construction and he will not be responsible for the contractor's failure to perform the construction work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors, and may disapprove work as failing to conform to the plans and specifications, and contract documents.
- d. Perform final punch list walk with Owner and Contractor.

Preparation of wetland delineation, flood studies, flood map revisions, detention facilities, TxDOT Permits, boundary survey and other items not listed above have been excluded from this proposal but can be provided in an additional services agreement.

Based on this scope of services, our lump sum fee for the project is \$42,250 plus the Hourly Not to Exceed Construction Administration. If you find this proposal meets your needs, please have the appropriate party sign below on the space provided, retain one copy for your file and return one to use. Once we receive the signed proposal, we will begin work. If you have any questions or need us to modify our proposal, please let me know.

Sincerely,



William H. Spencer

Approved _____

Date _____



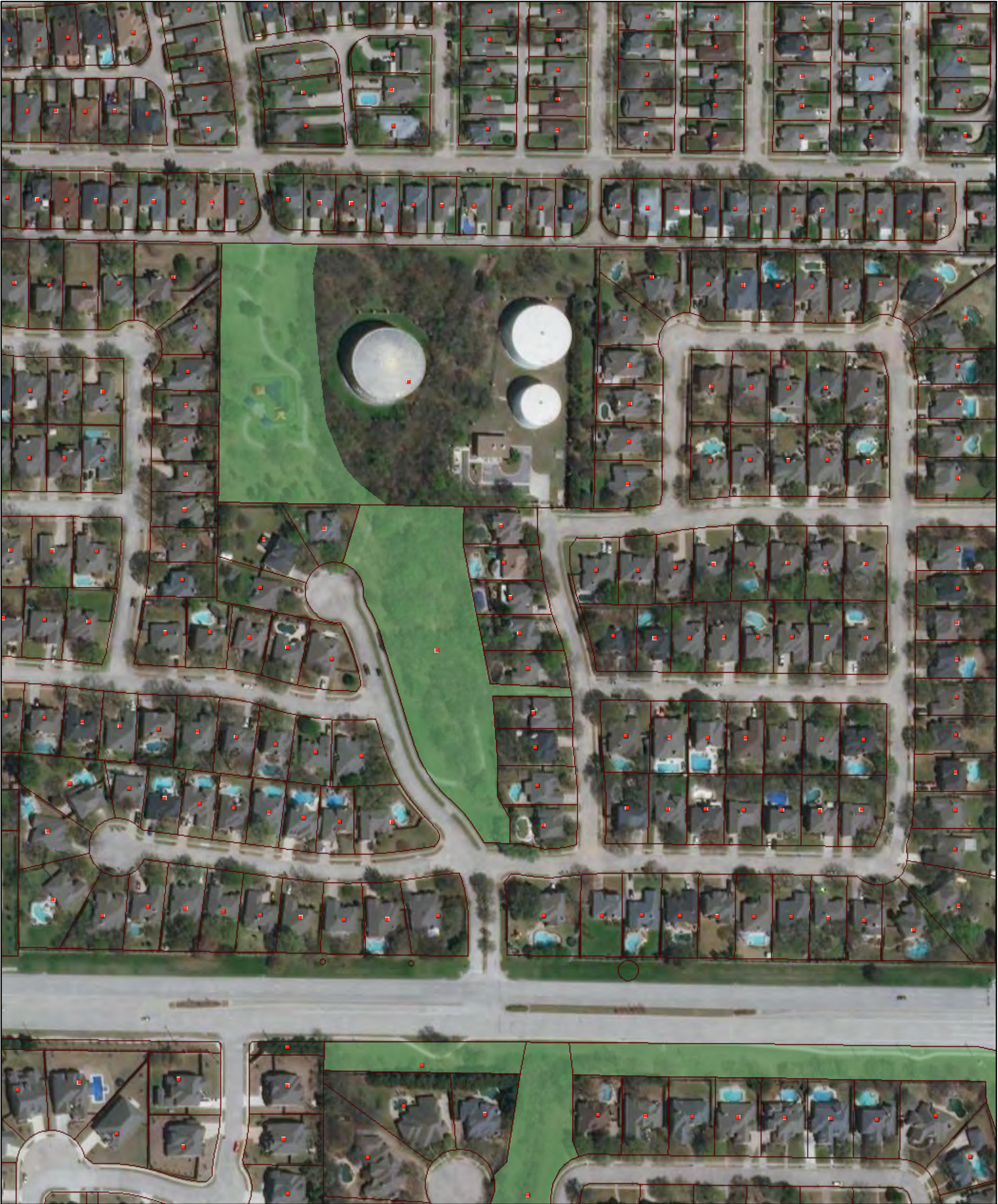
MHS Planning & Design
Hourly Rates
Effective May 27th, 2022

Company President	\$180.00 per hour
Professional Engineer	\$165.00 per hour
Senior Planner	\$130.00 per hour
Landscape Architect	\$115.00 per hour
Senior Graphics Designer	\$105.00 per hour
Senior CADD Drafter	\$95.00 per hour
Graduate Engineer	\$85.00 per hour
CADD Drafter	\$80.00 per hour
Planner	\$75.00 per hour
Landscape Designer	\$75.00 per hour
Junior CADD Drafter	\$65.00 per hour
Word Processing/Clerical	\$65.00 per hour
Mileage	\$0.625 per mile
Reproduction, Aerial photography, etc.	Cost plus 15%

A service charge of 1.5% per month (18% annual rate) will be added to all balances 30 days past due and will continue each month until the past due amount is received.

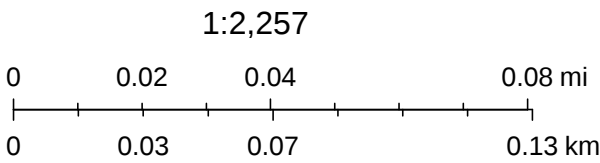
EXHIBIT 'A'

Town of Flower Mound, TX



7/21/2022, 2:42:29 PM

- Parcel
- County Line
- Town Limits
- Address Points
- Park Location



Town of Flower Mound, DCAD, TAD, Maxar, Microsoft, Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 6

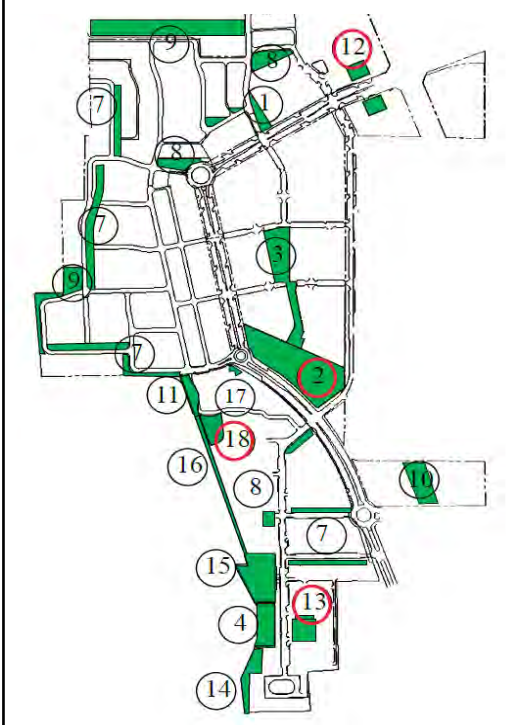
REGULAR ITEM

DATE: October 3, 2022

FROM: Poornima Kashyap, Principal Planner

ITEM: Public Hearing to consider an ordinance for rezoning (MU22-0002 – Lakeside Village) to amend Mixed Use District-1 (MU-1) to amend certain development standards related to Character Zone Standards, Open Space Standards, and Signage Standards in the Lakeside Village Development Code. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 26, 2022, meeting.*)

FIGURE 5.1: PARK AND OPEN SPACE PLAN



SUMMARY DATA:

- Subzones Impacted – Open Space areas within all subzones
- Proposed modifications are reflected in the following sections:
 - o Section 3 – Character Zones
 - o Section 5 – Civil/Open Space and Landscape Standards
 - o Section 8 – Signage Standards

BACKGROUND INFORMATION:

Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item. Based on questions and discussion that came up during P&Z deliberation, staff worked with the applicant to modify the signage section to clarify placement limitations and lighting for the proposed signs within open spaces as noted below.

1. Monuments signs shall be allowed for the purpose of open space identification and/or advertising an event or activity within a programmable open space.
2. Monument signs may be back-lit or illuminated using ground mounted lighting source.

Though the purpose of this amendment is primarily to modify standards related to open space, these standards are cross

referenced in other sections of the MU ordinance. Therefore, the proposal includes updating all related charts, tables, and images in order to have consistent data in all places. One such table that was inadvertently left out of the P&Z packet has been included with this staff report. The Updated Development Standards [Attachment A(1), Exhibit A] includes P&Z discussed conditions and as well as an update to Table 5.1 (Page 52).

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 ORDINANCE NO. 09-18, WHICH AMENDED MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKSIDE DFW MIXED USE DEVELOPMENT, BY AMENDING EXHIBIT “B” TO MODIFY DEVELOPMENT STANDARDS RELATED TO SECTION 3, “CHARACTER ZONE STANDARDS,” SECTION 5, “CIVIC/OPEN SPACE AND LANDSCAPE STANDARDS,” AND SECTION 8, “SIGNAGE STANDARDS/APPENDIX D;” PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound 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 the Lakeside DFW Mixed Use Development have filed an application for a zoning amendment for Mixed Use District-1 (MU-1); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on September 26, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 3, 2022, with respect to the proposed zoning amendment 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 zoning amendment on the property; and,

WHEREAS, the Town Council finds that amendment of Ordinance 09-18 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 as shown below:

Exhibit "B" to Ordinance No. 09-18, entitled "Lakeside DFW Development Code" is hereby amended in part by amending development standards related to Section 3, "Character Zone Standards," Section 5, "Civic/OpenSpace and Landscape Standards," and Section 8, "Signage Standards/Appendix D," as more fully described in "Exhibit A" attached to this Ordinance.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 09-18, the Lakeside DFW Development Code; the Land Development Regulations; and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances of the Flower Mound Code of Ordinances 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 4

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, 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 5

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 Flower Mound Code of Ordinances. Each day any such violation(s) exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

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 7

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 8

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 3RD DAY OF OCTOBER, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



LAKE SIDE DFW
DEVELOPMENT CODE
AMENDED

ORDINANCE 09-18
MU17-0002

SUBZONE MU-TEN
LAKE SIDE VILLAGE:
REVISING MU-TEN(1) AND MU-TEN(2)
AND ADDING APPROXIMATELY 9 ACRES

Flower Mound, TX

September 28, 2022

AMENDED PAGES

P1	P66
P21	P67
P22	P72
P23	P73
P28	P74
P51	P76
P52	P104

A DEVELOPMENT BY
Realty Capital Management, LLC
909 Lake Carolyn Parkway Suite 150
Irving, TX 75039
James W. Archie, Managing Director
469.533.4131

PLANNING BY
Roaring Brook Development Co.
3058 Lakeside Parkway
Flower Mound, TX 75022
Dan Quinto
817.706.8353

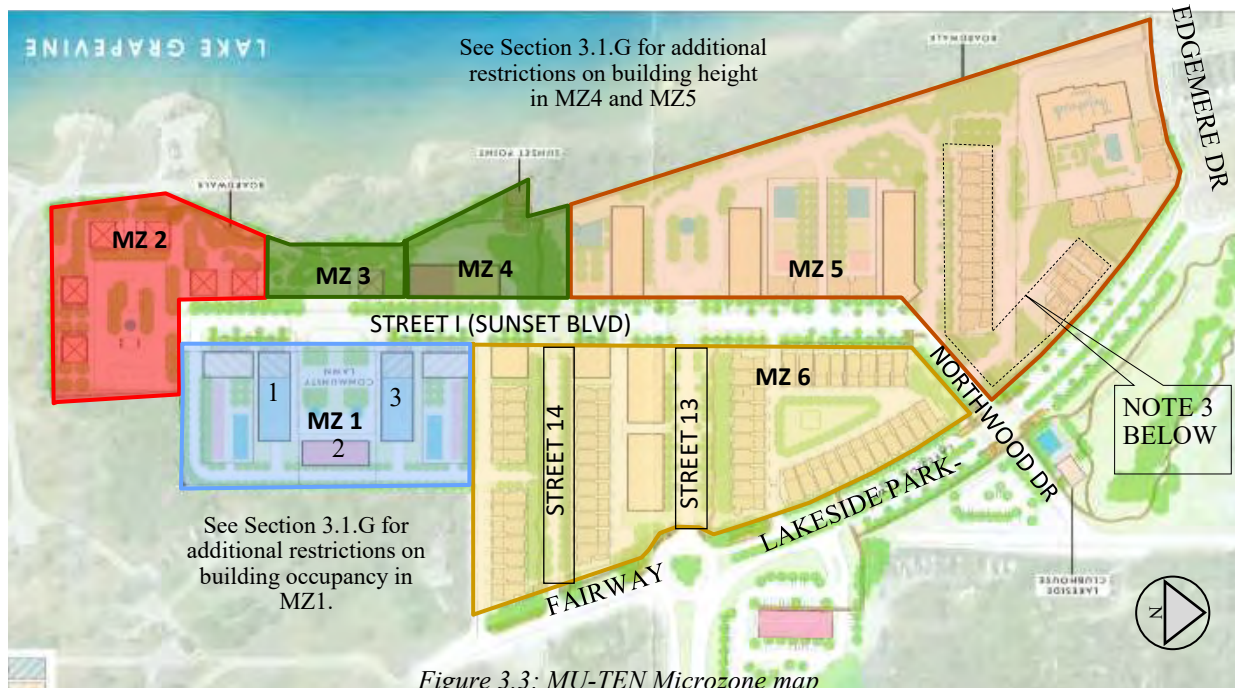
**SUBZONE MU-TEN
LAND USE REGULATIONS****GENERAL LAND USE**

TABLE 3.1.1: SUPPLEMENT TO TABLE 3.1 PERMITTED USE TABLE

SUBZONE MU-TEN PROJECTED, PERMITTED AND REQUIRED LAND USES BY MICROZONE

- √ PERMITTED
• REQUIRED
PROHIBITED

MICROZONES	MZ1	MZ2	MZ3	MZ4	MZ5	MZ6	TOTALS
APPROXIMATE SIZE	4.6	3.7	1.0	1.7	13.6	9.8	34.4
COMMERCIAL	•	√	√	√	√	•	
RESTAURANT	√	•	√	√	√	√	
HOTEL	√			√	√	√	
LIVE / WORK UNITS	√				√	√	
RESIDENTIAL LOFTS (UPPER FLOORS ONLY)	NOTE 4			√	NOTE 4	NOTE 5	
APARTMENTS / CONDOS (INCLUDING GROUND FLOOR RESIDENTIAL)	NOTE 4			NOTE 4	NOTE 4		
SINGLE FAMILY RESIDENTIAL ATTACHED (TOWNHOMES)					NOTE 3		
SINGLE FAMILY RESIDENTIAL DETACHED					NOTE 2	√	
OPEN SPACE LABEL	OS1	OS2	OS3	OS4	OS5a b c d	OS6	

NOTE1: Street I area is approximately 4.1 acres with no specified land use making the total for the MU-TEN subzone a total of 38.5 acres.

NOTE 2: The maximum single-family detached platted lots is limited to 20 lots within this Micro-zone.

NOTE 3: If attached townhomes are proposed, whether platted

individually or together, then they are limited to Edgemere, Lakeside Parkway, and Sunset Blvd, and must be used as a buffer for structured parking, or where shown on Figure 3.3 above.

NOTE 4: Buildings are 5-story minimum height.

NOTE 5: Permitted South of Street 13 only.

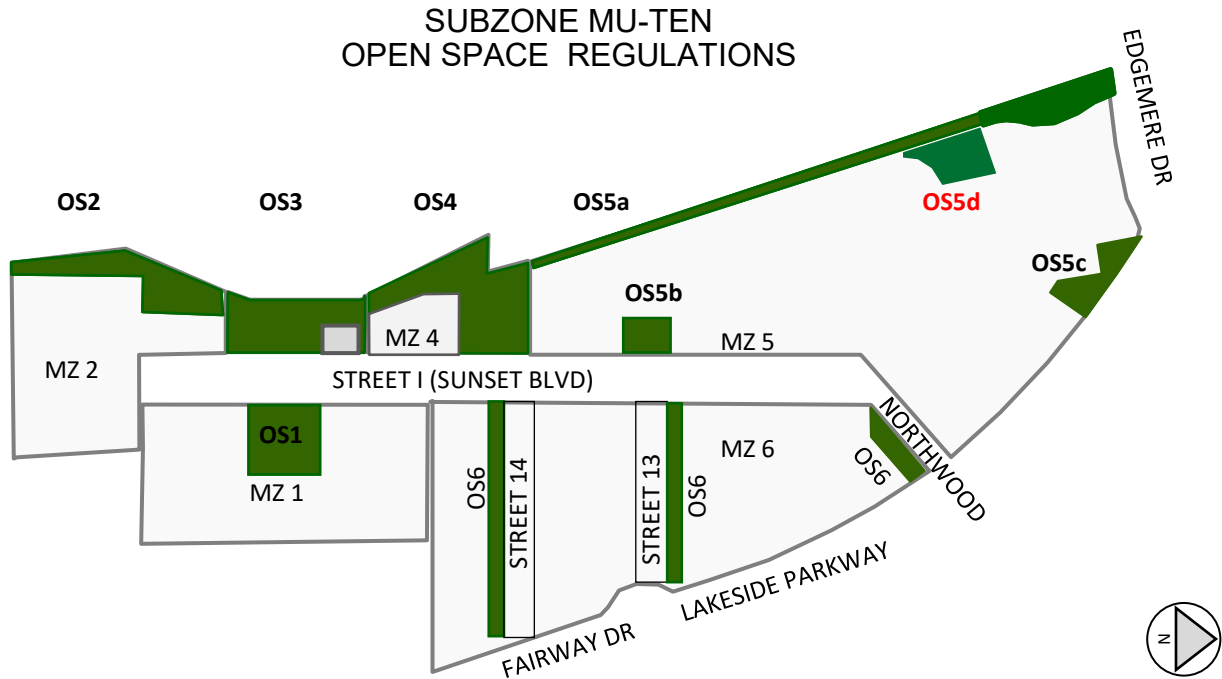


Figure 3.4: MU-TEN Public Open Space Map

TABLE 3.1.2 SUBZONE MU-TEN OPEN SPACE SUMMARY

OPEN SPACE	TOTALS								
NAME / DESCRIPTION	OS1	OS2	OS3	OS4	OS5a	OS5b	OS5c	OS5d	OS6
APPROXIMATE PERCENTAGE OF MICROZONE (MZ) DEVOTED TO PUBLIC OPEN SPACE	6%	8%	70%	15%	3%	1%	2%	3%	3%
MINIMUM AREA (ACRES)	0.3	0.3	0.7	0.3	1.2	0.2	0.3	0.5	0.3
% OF WESTERN BOUNDARY OF MICROZONE DEVOTED TO PUBLIC TRAIL AND OPEN SPACE	NA	60%	100%	100%	100%	NA	NA	100%	NA
TRAIL CONNECTION REQUIRED		YES	YES	YES	YES			YES	YES

B: OPEN SPACE NARRATIVE

OS-1: COMMUNITY LAWN: This open space fronts on Street I overlooking the amphitheater across the street and provides views of the lake to the west.

OS-2: WATERFRONT BLUFF: This open space is adjacent to the parking structure and is intended to allow pedestrian access to the trail, the waterfront bluff, the parking structure, and the restaurants.

OS-3: SUNSET GREEN AMPHITHEATER: This open space provides pedestrian access to the trail, the amphitheater, and to unobstructed views of Grapevine Lake.

OS-4: SUNSET POINT: This open space includes the existing Sunset Point Observation Plaza and provides a public connection to Street I.

OS-5a: BOARDWALK & TRAILHEAD: This **open space** includes the existing Boardwalk and trailhead which is accessed from existing Edgemere Road.

OS-5b: VILLAGE PLAZA: This **open space** shall have public access and may occur anywhere within MZ 5 to provide a central open space within the micro-zone.

OS-5c: CORNER PARK: This open space occupies the corner fronting the traffic circle at Edgemere and

Lakeside Parkway.

OS-5d: TOWER PARK: This open space is situated adjacent to OS-5a, and adjacent to the Trailhead.

OS-6: LINEAR PARK: This open space is situated adjacent to the street ROW for Streets 13 & 14 and serves to buffer the frontage of the residential lots.

SUBZONE MU-TEN COMMERCIAL STREETSCAPE REGULATIONS

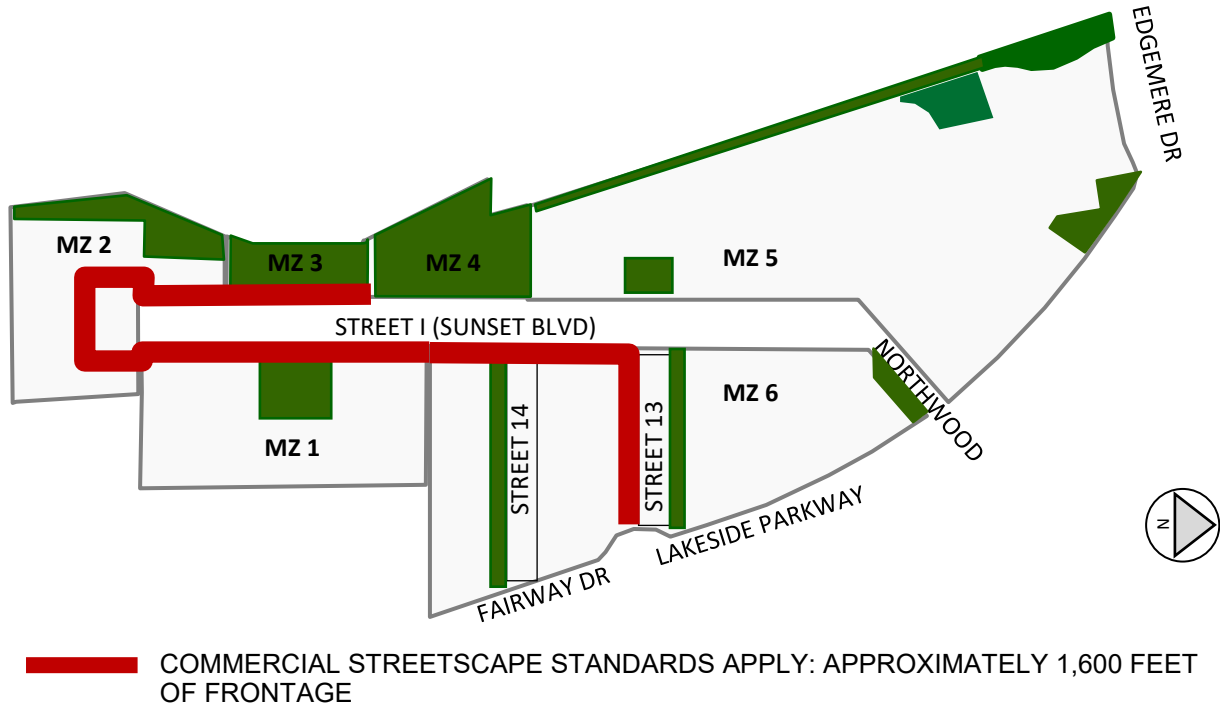


Figure 3.5: MU-TEN COMMERCIAL STREETSCAPE MAP

D: COMMERCIAL STREETSCAPE:

1. All buildings fronting Street I (Sunset Blvd.) in MZ 1, MZ 2, MZ 3, and the south side of Street 13 (Lakeside Village Drive) in MZ 6 must be constructed to commercial streetscape standards as described in Section 7 of this Code. Ground floor

occupancy fronting Street I within these Microzones is limited to commercial occupancy.

SUBZONE STANDARDS

SECTION 3.3. SUBZONE PLAN MU-C (2)

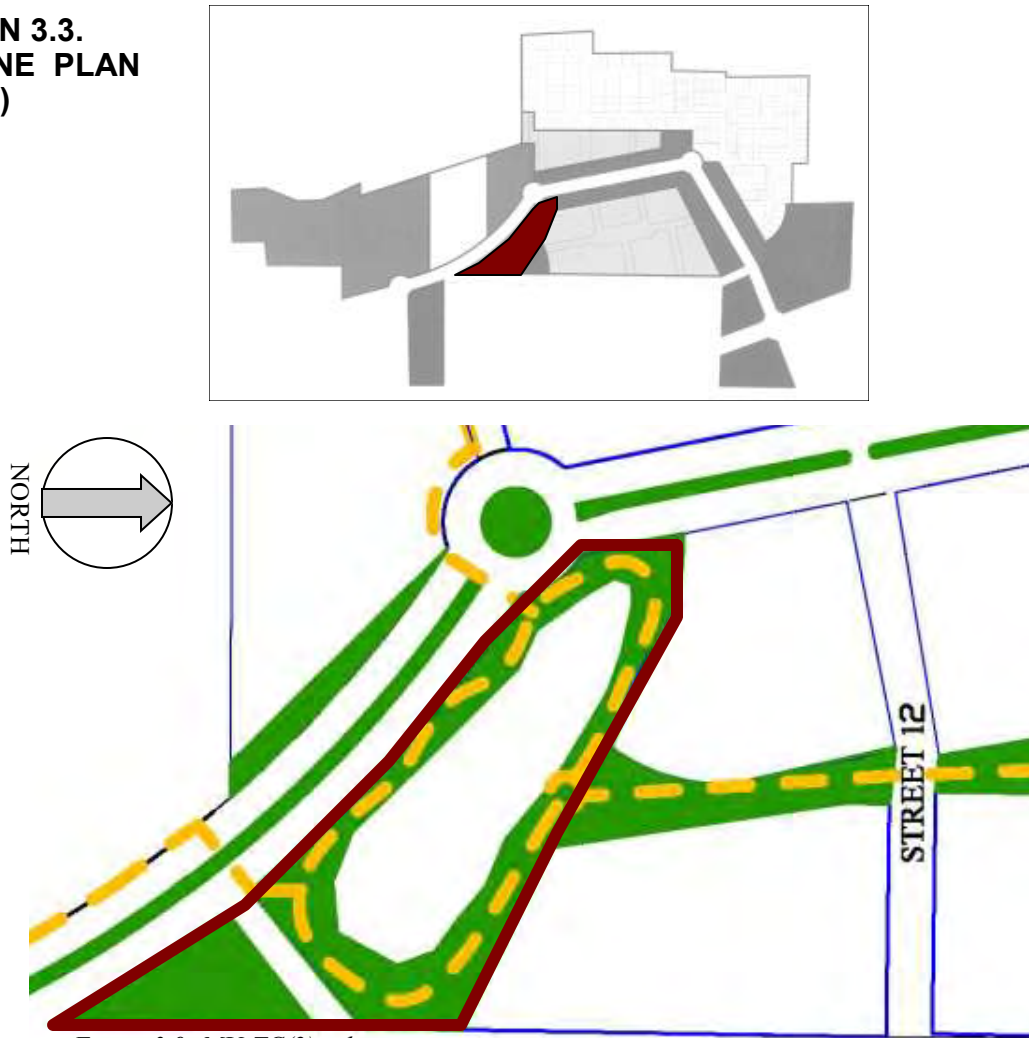


Figure 3.9: MU-TC(2) subzone map

MU-C(2) SUBZONE

1. This area is defined by the perimeter of the MU-C(2) subzone.
2. This area must include a minimum of 2.4 acres and may include up to 250' of roadway and 40 parking spaces on or near Old Long Prairie Road.
3. See Table 5.1 for minimum trail system requirements.
4. See Section 5 for park and open space minimum standards.
5. This area may be used for detention and retention of storm water. **The area may also be used for a single-family amenity center.**
6. The detention area may be fenced provided the fence does not restrict public access to the Trail System.
7. **The amenity center is not subject to the glazing (Table 7.1), awnings (Section 7.2D2), or sign banding (Section 7.2C) commercial building requirements.**

FIGURE 5.1: PARK AND OPEN SPACE PLAN

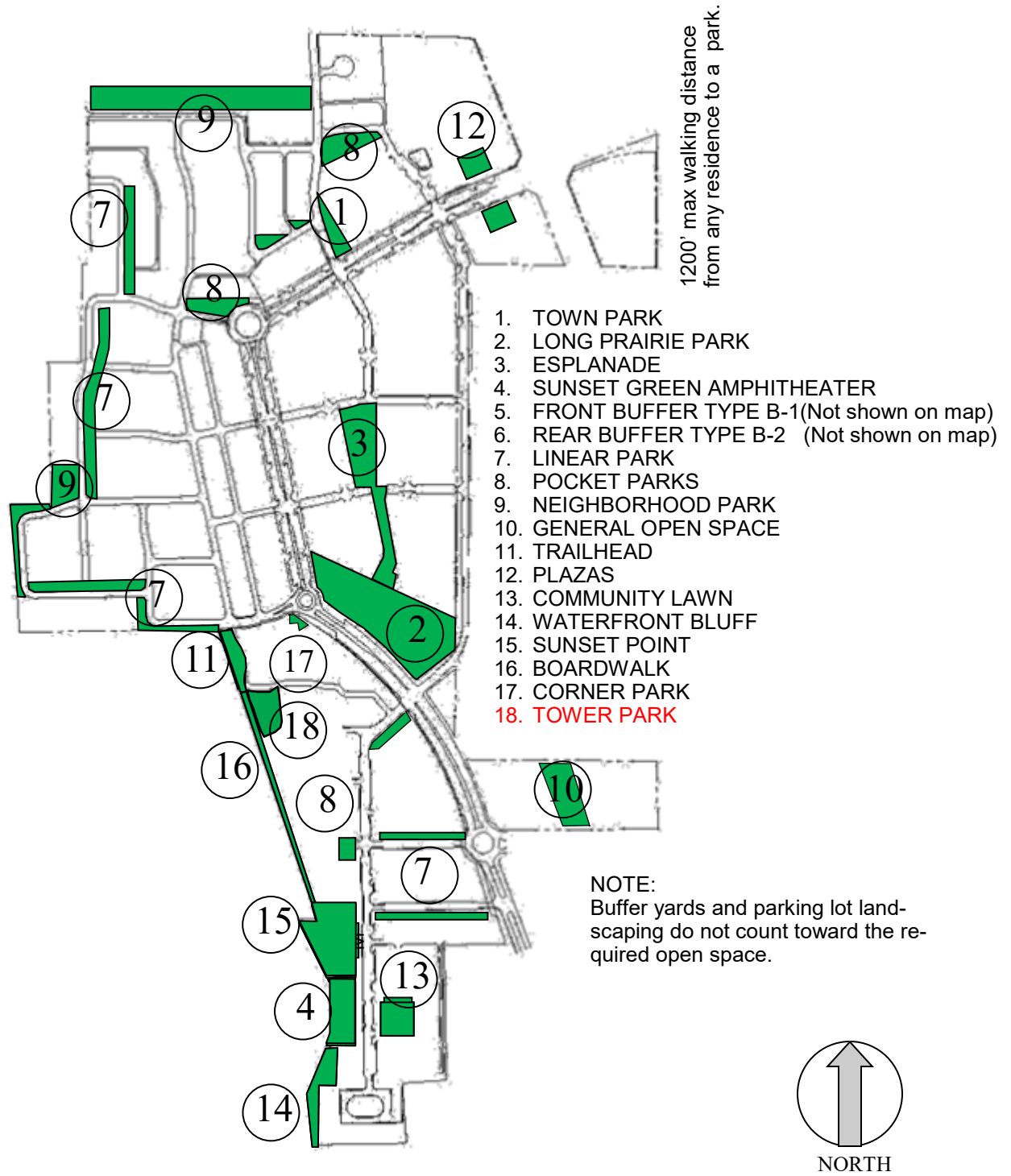


TABLE 5.1 OPEN SPACE MINIMUM REQUIRED

SUBZONE TRACTS	ACRES IN SUBZONE	MINIMUM OPEN SPACE REQUIRED: PERCENTAGE	ADDITIONAL OPEN SPACE: PERCENTAGE	MINIMUM OPEN SPACE REQUIRED: ACRES	OPEN SPACE PROVIDED: ACRES	REQUIRED PARK TYPES	MINIMUM NUMBER OF PARKS	MINIMUM AREA PER PARK	MINIMUM PARK AND OPEN
----------------	------------------	--	--------------------------------------	---------------------------------------	-------------------------------	---------------------	----------------------------	-----------------------	-----------------------

The table includes a summary of the completed portions of the Lakeside DFW project and the proposed portions in Lakeside Village.

Line 1 of the summary shows the aggregate acreage in the project permitted to date, the minimum open space required as a percentage of the gross area and as the minimum acres. It also shows the acreage of public open space provided. The total of provided open space only includes the specified park types and does not include Lakewood Park or miscellaneous landscaped areas.

Line 2 summarizes the requirements of Subzone MU-C(3) for the base open space, and the bonus height requirement, and the current allocation of open space subject to change at site plan application.

Line 3 summarizes the requirements of Subzone MU-TEN, including base open space, the added requirement for single family, and the added requirement for bonus height.

1 TOTAL TO DATE	111.0	7.6%		8.51	10.42				
2 MU-C(3)	6.3			0.50	1.50	GENERAL OPEN SPACE	1		0.50
<i>BASE OPEN SPACE</i>	5% OF 6.3 ACRES	0.32							
<i>BONUS HEIGHT</i>	3% OF 6.3 ACRES	0.19							
						TOWER PARK	1	0.5	0.5
3 MU-TEN	38.5			3.61	4.1	COMMUNITY LAWN	1	0.3	0.3
<i>BASE OPEN SPACE</i>	5% OF 38.5 ACRES	1.92				WATERFRONT BLUFF	1	0.3	0.3
<i>BONUS HEIGHT</i>	3% OF 38.5 ACRES	1.15				SUNSET GREEN	1	0.7	0.7
<i>SINGLE FAMILY</i>	5% OF 10.6 ACRES	0.53				SUNSET POINT	1	0.3	0.3
						BOARDWALK & TRAILHEAD	1	1.2	1.2
						VILLAGE GREEN	1	0.2	0.2
						CORNER PARK	1	0.3	0.3
						LINEAR PARKS	3	0.1	0.3
PROJECT TOTALS	155.8	8.0%		12.6	16.02	10.0% PROVIDED OVERALL			

This table, and the subsequent requirements, are intended to demonstrate how the aggregate parks and open spaces proposed for Lakeside DFW meet the requirements of the Ordinance LDR 03-08 (the Mixed Use Ordinance) and the Ordinance LDR 05-12 (Modification of park requirements in MU zoning).

Section 98-903 g of the MU Ordinance requires 5% minimum open space plus additional open space in specific categories; and it requires a variety of park types, pedestrian connectivity and access to existing wooded areas.

The requirements contained in this section provide those standards.

**PARK AND OPEN SPACE STANDARDS:
PROPOSED PARK TYPOLOGY**

VILLAGE LAKEFRONT AREA OPEN SPACE STANDARD IS SUPERCEDED BY THE FOLLOWING SPECIFIC OPEN SPACE STANDARDS.

VILLAGE LAKEFRONT AREA

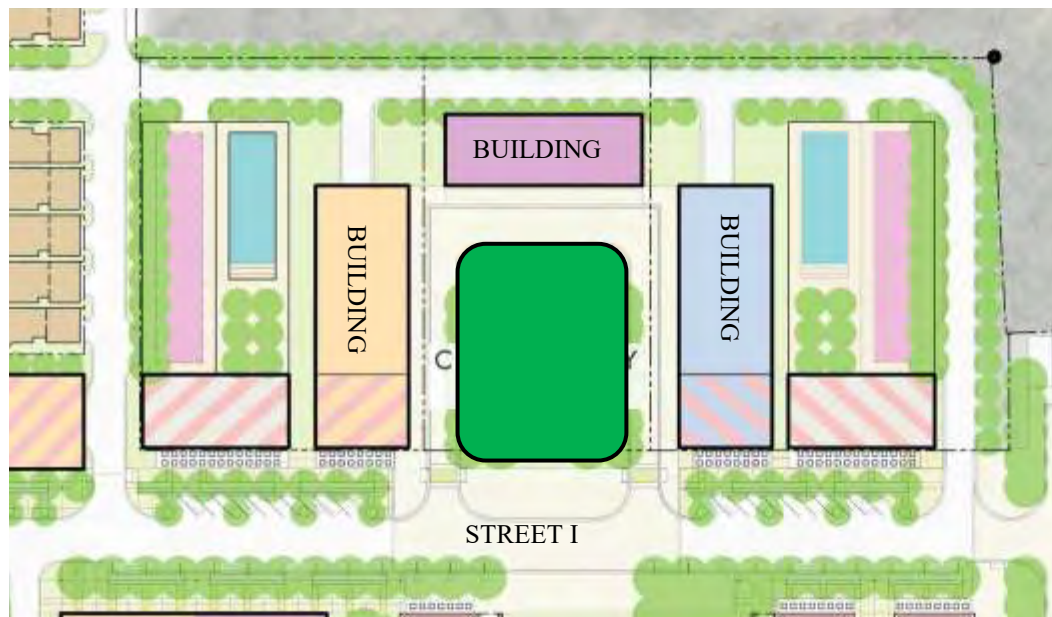
- **OS1: COMMUNITY LAWN**
- **OS2: WATERFRONT BLUFF**
- **OS3: SUNSET GREEN AMPHITHEATER**
- **OS4: SUNSET POINT**
- **OS5a: BOARDWALK**
- **OS5b: VILLAGE PLAZA**
- **OS5c: CORNER PARK**
- **OS5d: TOWER PARK**
- **OS6: LINEAR PARK** (See Page 56 for Linear Park standards)

VILLAGE LAKEFRONT AREA



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY**OS1: COMMUNITY LAWN**

ITEM	STANDARD	REQ'D
#1	Character	Broad lawn for public gatherings and events. Event-specific furnishings would be provided for events
#2	Minimum size	13,000 SF
#3	Maximum Size	None
#4	Perimeter conditions	Front Building Facades, Street I,
#5	Plantings, pattern	Perimeter trees at 30' on center
#6	Sidewalks/Hardscape	Perimeter sidewalk 6' width minimum
#7	Trail Connectivity	Connect to sidewalk on Street I
#8	Location requirements	See Subzone Rules for MU-TEN
#9	Topography	Generally level, but elevated 2 to 3 feet above sidewalk on Street I
#10	Water feature	Optional
#11	Structures	None required
#12	Furnishings	Trash Receptacles
#13	Lighting	Street lights or perimeter bollard lighting
#14	Other considerations	
	Required in Sub Zones:	MU-TEN
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS5b: VILLAGE PLAZA

ITEM	STANDARD	REQ'D
#1	Character Small open space located between residential towers to offer a gathering place, open to the public, but used primarily by the residents of the neighboring residential buildings.	
#2	Minimum size 0.2 acres	yes
#3	Maximum Size none	
#4	Perimeter conditions Private drives, adjacent buildings	yes
#5	Plantings, pattern Turf with the formal placement of a minimum of 8 trees	yes
#6	Sidewalks/Hardscape	
#7	Trail Connectivity	
#8	Location requirements Within Subzone MU-TEN, microzone 5	
#9	Topography Mostly level	
#10	Water feature Or an alternate focal point	yes
#11	Structures	
#12	Furnishings Benches	yes
#13	Lighting Optional	
#14	Other considerations	
	Required in Sub Zones: MU-TEN	
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS5c: CORNER PARK

ITEM	STANDARD	REQ'D
#1	Character Small open space located at the corner of Edgemere and Lakeside Parkway fronting on the traffic circle.	
#2	Minimum size 0.3 acres	yes
#3	Maximum Size none	
#4	Perimeter conditions Streets and adjacent buildings	yes
#5	Plantings, pattern Turf with a minimum of 4 trees in addition to street trees	yes
#6	Sidewalks/Hardscape	
#7	Trail Connectivity	
#8	Location requirements Within Subzone MU-TEN, microzone 5	yes
#9	Topography Mostly level	
#10	Water feature	
#11	Structures	
#12	Furnishings	
#13	Lighting Optional	
#14	Other considerations	
	Required in Sub Zones: MU-TEN	
	Permitted in Sub Zones:	
	Prohibited in Sub Zones:	



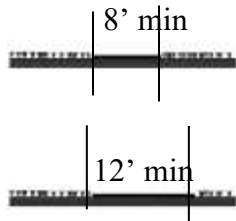
PARK AND OPEN SPACE STANDARDS
PROPOSED PARK TYPOLOGY

OS5d: TOWER PARK

ITEM	STANDARD	REQ'D
#1 Character	Small open space located between the Lakeside Tower and boardwalk.	
#2 Minimum size	0.5 acres	yes
#3 Maximum Size	none	
#4 Perimeter conditions	Streets and adjacent buildings	yes
#5 Plantings, pattern	Turf with existing trees in addition to street trees	yes
#6 Sidewalks/Hardscape	Connection of public sidewalk to boardwalk trail	yes
#7 Trail Connectivity	Public sidewalk connecting Tower Park to the boardwalk	yes
#8 Location requirements	Within Subzone MU-TEN, microzone 5	yes
#9 Topography	Mostly level	
#10 Water feature		
#11 Structures	Optional	
#12 Furnishings	Benches optional	
#13 Lighting	Optional	
#14 Other considerations		
Required in Sub Zones:	MU-TEN	
Permitted in Sub Zones:		
Prohibited in Sub Zones:		



PARK AND OPEN SPACE STANDARDS PROPOSED TRAIL SECTIONS



T-1 PARK TRAIL

Located on public land or land dedicated to Property Owners' Associations

Width: 8' minimum

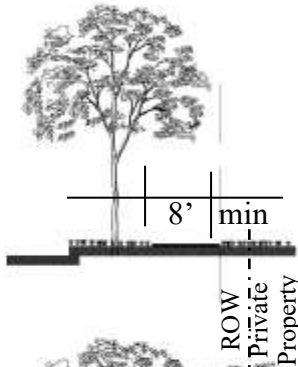
ROW or Easement: none required

T-2 HIKE & BIKE TRAIL AT TRAIL-HEAD

Located where the Lakeside Trail System meets the ACOE trail system on land dedicated for public use.

Width: 12' minimum

ROW or Easement: None required



T-3 R.O.W. TRAIL

Located along a street right-of-way in place of the typical sidewalk.

Width: 8' min

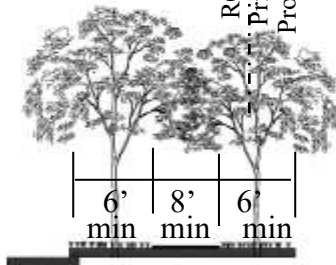
ROW or easement: built within the street ROW. If the typical sidewalk requires less ROW, additional ROW must be dedicated for the trail width.

T-7 AMENITY CENTER TRAIL

Located within Subzone MU-C(2), the trail serves as an extension of the trail circumscribing Open Space #2 (referenced as Long Prairie Park as depicted in Figure 5.1 herein) adjacent to the single-family amenity center.

Width: 5' minimum

ROW or Easement: None required

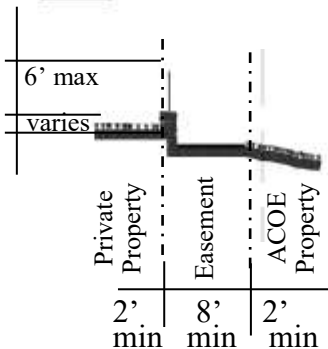
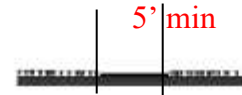


T-4 LINEAR PARK TRAIL

Located within a dedicated park area running parallel to a street.

Width: 8' min

ROW or easement: none required in a dedicated park or open space.



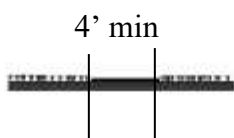
T-5 BOARDWALK TRAIL

Located between private property and the ACOE property boundary.

Width: 8' min

ROW or easement: 12' min

Elevation: Trail may be placed below the existing grade of the adjacent property. Retaining walls, are part of the trail construction; railings and iron fences are the responsibility of the property owner. Wood fences are not permitted on either side of the trail.



T-6 NATURAL TRAIL:

Located between OS4: Sunset Point and OS2: Waterfront Bluff,

Width: Natural portion of the trail may be 4' wide, decomposed granite, concrete, asphalt, or wood decking, at or near natural grade. Edges of the decomposed granite shall be stabilized.

ROW: Trail shall be located within easements or common area lots.

SECTION 8.1: SIGNAGE

- A. Chapter 86 of the Code of Ordinances. Signage in Lakeside DFW shall comply with Chapter 86 of the Code of Ordinances, as in effect on the date of this Ordinance, except as amended, modified or excluded in the Table 8.1 below.
- B. For new signs, the standards in Table 8.1 shall apply and sign permits shall be approved administratively by the Town of Flower Mound Building Official unless specifically noted in this section.
- C. An applicant has the option to establish unique sign standards including size, color, type, font, design, and location. Such applications shall be reviewed as "Master Sign Plans" by the Town of Flower Mound Building Official and are subject to approval of the Building Official. In evaluating a Master Sign Plan, the Building Official shall consider the extent to which the application meets the proposed Sign Plan:
1. Promotes consistency among signs within a development and creates visual harmony between signs, buildings, and other components of the property;
 2. Enhances the compatibility of signs with the architectural and site design features within a development;
 3. Encourages signage that is in character with planned and existing uses thus creating a unique sense of place; and
 4. Encourages multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with the development standards.

	MU-MR	MU-C	MU-NG	MU-N	MU-EN	STANDARD
Wall (Building) Signs Table 8.1	P	P	NP	P	P	- For all ground floor commercial uses (retail, office, and restaurant): One sign per tenant space; area to be calculated at 1.5 sq. feet per linear foot of public street frontage for the tenant space with a maximum of 100 sq. ft per tenant on each street frontage that tenant has frontage. - Second and upper floor commercial uses may also be permitted one second floor wall sign per tenant space per public street frontage; area to be calculated at 1.5 sq. feet per linear foot of second or upper floor frontage along that public street with a maximum of 100 sq. feet. - Live-Work: One sign limited to an area of 10 sq. feet maximum, and a maximum height of 2 feet - Home occupations in residential buildings: One sign limited to an area of 5 sq. feet maximum and maximum height of 16 inches - Building sign may encroach a maximum of 12" on to a sidewalk while maintaining a vertical clearance of 7 feet from the finished sidewalk. - Building signs may be internally or externally lit. - Marquee signs permitted only as specified below.
Monument Signs	P	NP	NP	NP	P	- One monument sign per lot per lot street frontage (no more than 2 per lot separated by at least 100 feet) limited to a maximum of 50 sq. feet per sign face and 6 feet in height. - Signs must be illuminated from ground mounted lighting. - Permitted only along FM 2499, Lakeside Parkway, and Slip Road Frontages.*

*Monument sign within the open space area as shown on Figure 5.1 (except Park #9) shall be allowed for the purpose of open space identification and/or advertising an event or activity within a programmable open space. Monuments signs may be back lit or illuminated from ground mounted lighting source.

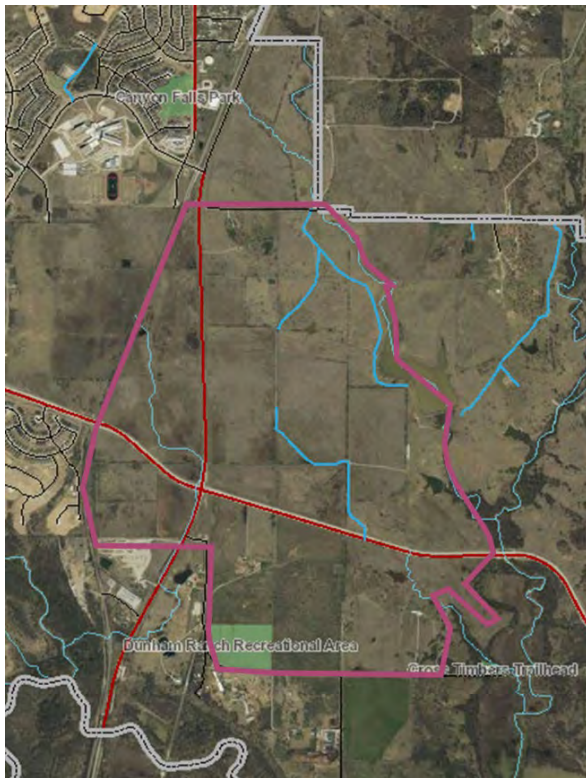


TOWN COUNCIL AGENDA ITEM NO. 7 REGULAR ITEM

DATE: October 3, 2022

FROM: Lexin Murphy, Director of Planning Services

ITEM: Public Hearing to consider an ordinance establishing permanent zoning (MU21-0002 – Flower Mound Ranch) on approximately 1,066 acres of land currently designated as Agricultural District (A) and Interim Holding (IH) uses and proposing Mixed Use District-2 (MU-2) uses, and with certain other waivers, exceptions and modifications to the Code of Ordinances. The property is generally located at the intersection of Cross Timbers Rd and U.S. Highway 377, expanding outwards from all four corners. *(On September 26, 2022, the Planning and Zoning Commission recommended approval by a vote of 4 to 2.)*



SUMMARY DATA:

- Project Size – 1,066 acres
- Proposed Zoning – Mixed Use (MU)
- SMARTGrowth – Phase 1 Passed
- Traffic Analysis – Phase 1 Passed
- Exceptions – Temporary dry detention pond and floodplain impact
- Incentives – None requested at this time

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During P&Z deliberation, possible additions and/or modifications to various development standards were discussed. P&Z's final recommendation was to approve with the incorporation of the staff recommendations from the P&Z staff report, as well as a roof pitch requirement for commercial areas immediately adjacent to the Neighborhood Transition zones. These recommendations are reflected in the attached draft ordinance.

ATTACHMENTS:

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

LEGAL REVIEW: Bryn Meredith, 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 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 ADOPTING ZONING ON APPROXIMATELY 1,066 ACRES IN THE RUTH ALLEN SURVEY, ABSTRACT NUMBER 15, THE B. B. B. & C. RAILWAY CO. SURVEY, ABSTRACT NUMBER 187 AND 154, THE P. W. CASPARY SURVEY, ABSTRACT NUMBER 277, THE A. B. DANKS SURVEY, ABSTRACT NUMBER 368, THE J. C. MCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NUMBER 959, THE BRUCE WHEELER SURVEY, ABSTRACT NUMBER 1605, THE THOMAS BURRESS SURVEY, ABSTRACT NUMBER 33, AND THE J.N. DENSON SURVEY, ABSTRACT NUMBER 359, AND BEING ALL OF THE FLOWER MOUND RANCH MIXED USE DEVELOPMENT, AS MORE FULLY DESCRIBED IN EXHIBIT "A" HERETO, FROM AGRICULTURAL DISTRICT (A) USES AND INTERIM HOLDING (IH) USES TO MIXED USE DISTRICT-2 (MU-2) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND PURSUANT TO SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; 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, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended establishing a permanent zoning classification for the property described herein, and has recommended 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, regarding the zoning of the property hereinafter described; and,

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the Town Council of the Town of Flower Mound; and,

WHEREAS, the Town Council of the Town of Flower Mound, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the Town of Flower Mound and of all testimony and information submitted during said public hearings, has

determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town, the zoning of the property described herein shall be adopted and established, and that the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, shall be amended to reflect the zoning of the property herein described.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, the property described herein shall be zoned as set forth in this section, and the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Land Development Regulations are not amended, but shall remain intact and are hereby ratified, verified, and affirmed, in order to establish the zoning classification of the property described herein, as follows:

Approximately 1,066 acres in the Ruth Allen survey, abstract number 15, the B. B. B. & C. Railway Co. survey, abstract number 187 and 154, the P. W. Caspary survey, abstract number 277, the A. B. Danks survey, abstract number 368, the J. C. McGowan and C. G. Pitcock survey, abstract number 959, the Bruce Wheeler survey, abstract number 1605, the Thomas Burruss survey, abstract number 33, and the J. N. Denson survey, abstract number 359, and being all of the Flower Mound Ranch mixed use development, as more fully described in exhibit "A" hereto (the "Property"), presently designated as Agricultural District (A) Uses and Interim Holding (IH) Uses is hereby zoned as Mixed Use District-2 (MU-2) Uses in accordance with the specific requirements in the Town's Master Plan and Exhibit "A" (Flower Mound Ranch Development Code), attached hereto and incorporated herein.

SECTION 3

From and after the effective date of this Ordinance, all development of the Property, or any part or portion thereof, shall comply with and conform to the requirements of Exhibit "A," attached hereto and incorporated herein by reference for all purposes allowed by law, as well as the Land Development Regulations and all other

applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances and of the Flower Mound Code of Ordinances 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 5

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 6

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 Flower Mound Code of Ordinances. Each day any such violation(s) or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

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 8

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 9

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 3RD DAY
OF OCTOBER, 2022.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

**Flower Mound Ranch
Mixed-Use Ordinance**

TABLE OF CONTENTS

SECTION 1:	PURPOSE OF THIS ORDINANCE
SECTION 2:	LAND USE
SECTION 3:	CHARACTER ZONES AND LOT TYPES
SECTION 4:	ARCHITECTURE DESIGN STANDARDS
SECTION 5:	SIGNAGE
SECTION 6:	STREETS
SECTION 7:	PARKING
SECTION 8:	PEDESTRIAN AND BIKE PATHS
SECTION 9:	CIVIC AND OPEN SPACE PLAN
SECTION 10:	LANDSCAPING AND SCREENING
SECTION 11:	ENVIRONMENTAL; SMARTGROWTH PROGRAM
SECTION 12:	LIGHTING AND GLARE
SECTION 13:	ADMINISTRATIVE
SECTION 14:	DENTON CREEK REUSE LINES
SECTION 15:	DETENTION

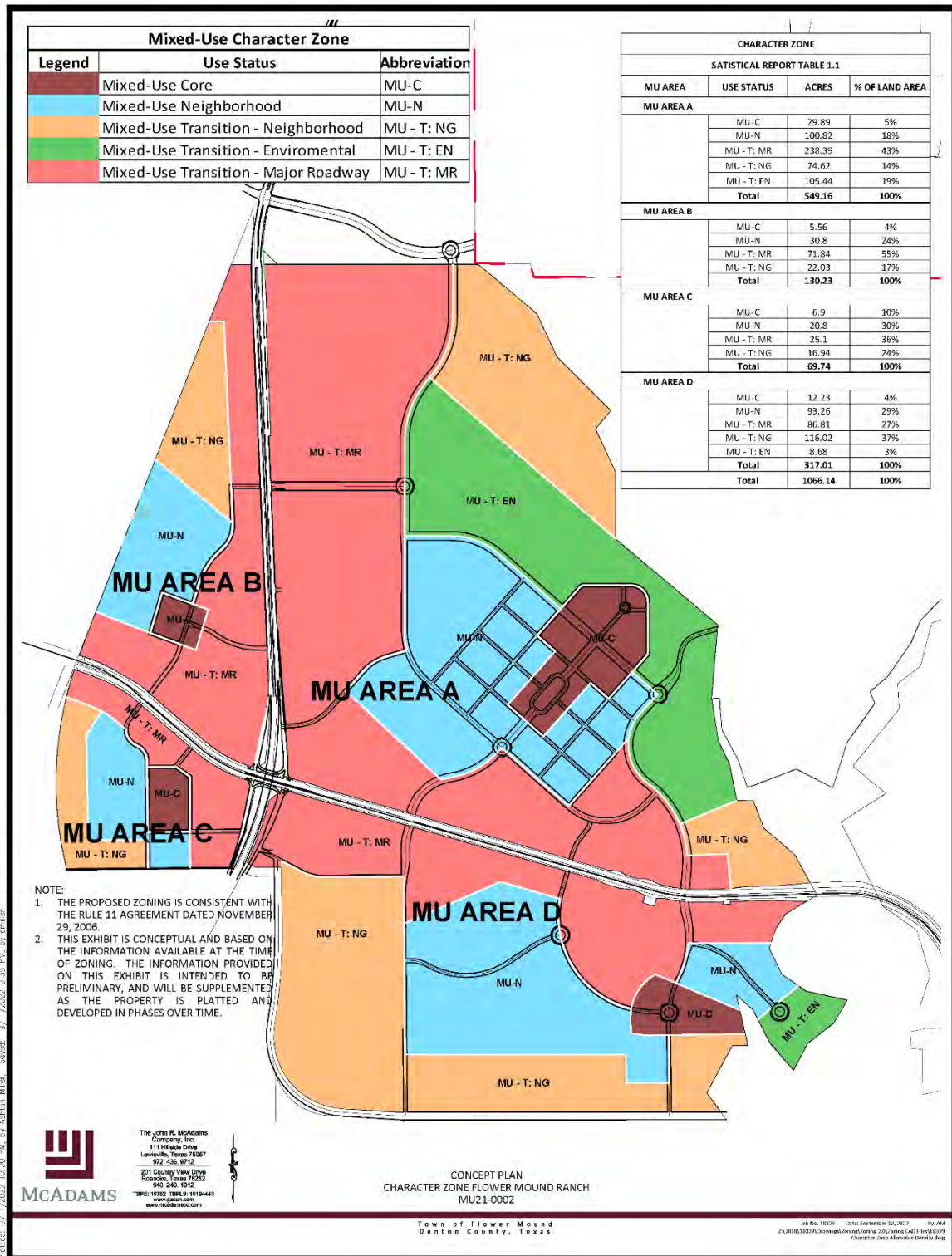
Flower Mound Ranch
Mixed-Use Ordinance

SECTION 1: PURPOSE OF THIS ORDINANCE

The purpose and intent of these development standards is to establish regulations that will guide the mixed-use development of the 1,066-acre property described on **Exhibit A** of this ordinance (the "Property") to be developed over a period of several years. The purpose of these standards are intended to:

1. Provide for a diverse mix of uses including varying densities of residential uses, open spaces, corporate campuses, civic, retail, hospitality, institutional, entertainment, and office uses;
2. Create distinct districts that range from a walkable urban built environment to business parks to open space areas to single family neighborhoods and schools;
3. Preserve significant environmental features on the site that make the Property unique;
4. Emphasize a vast amount of open space areas, trail connectivity, and an array of recreational opportunities;
5. Allow for flexibility to adjust to market conditions over time;
6. Create an authentic design that is exemplary quality representing the best of Flower Mound;
7. Provide for economic expansion of the Town's tax base and services and opportunities for residents; and
8. Create a consistent and coordinated landscaping, lighting and project design for the entire Property.

Figure 1.1: Illustrative Master Plan/Concept Plan



Enlarged notes and table from Figure 1.1

CHARACTER ZONE			
STATISTICAL REPORT TABLE 1.1			
MU AREA	USE STATUS	ACRES	% OF LAND AREA
MU AREA A			
	MU-C	29.89	5%
	MU-N	100.82	18%
	MU - T: MR	238.39	43%
	MU - T: NG	74.62	14%
	MU - T: EN	105.44	19%
	Total	549.16	100%
MU AREA B			
	MU-C	5.56	4%
	MU-N	30.8	24%
	MU - T: MR	71.84	55%
	MU - T: NG	22.03	17%
	Total	130.23	100%
MU AREA C			
	MU-C	6.9	10%
	MU-N	20.8	30%
	MU - T: MR	25.1	36%
	MU - T: NG	16.94	24%
	Total	69.74	100%
MU AREA D			
	MU-C	12.23	4%
	MU-N	93.26	29%
	MU - T: MR	86.81	27%
	MU - T: NG	116.02	37%
	MU - T: EN	8.68	3%
	Total	317.01	100%
Total		1066.14	100%

Mixed-Use Character Zone		
Legend	Use Status	Abbreviation
	Mixed-Use Core	MU-C
	Mixed-Use Neighborhood	MU-N
	Mixed-Use Transition - Neighborhood	MU - T: NG
	Mixed-Use Transition - Enviromental	MU - T: EN
	Mixed-Use Transition - Major Roadway	MU - T: MR

NOTE:

1. THE PROPOSED ZONING IS CONSISTENT WITH THE RULE 11 AGREEMENT DATED NOVEMBER 29, 2006.
2. THIS EXHIBIT IS CONCEPTUAL AND BASED ON THE INFORMATION AVAILABLE AT THE TIME OF ZONING. THE INFORMATION PROVIDED ON THIS EXHIBIT IS INTENDED TO BE PRELIMINARY, AND WILL BE SUPPLEMENTED AS THE PROPERTY IS PLATTED AND DEVELOPED IN PHASES OVER TIME.

In the event of a conflict between the regulating text of this ordinance and the non-binding illustrative example above, the text shall control.

Figure 1.3 Map Illustrating General Locations Permitted for Certain Conditional Uses

Notwithstanding anything to the contrary in this ordinance, the P/C uses noted in the table within Figure 1.3 below are permitted only in the general locations shown on Figure 1.3 below unless other locations are approved by Town Council as an exception. Permitted locations shown on Figure 1.3 are intended to be general and flexibility will be provided to allow the P/C use in the general vicinity noted on Figure 1.3.

Restaurants with a drive through window and retail sales or service establishments geared towards the automobile (excluding gas stations) may be located within the shaded area identified on the map or at any other location fronting along an arterial street that is located within a MU-T: MR character zone. A maximum of 5,300 linear feet of frontage along FM 1171 and 5,860 linear feet of frontage along US 377 may consist of lots containing restaurants with a drive through window and retail sales or service establishments geared towards the automobile (excluding gas stations), which equates to 35 percent of the frontage of each such roadway measured at the time of adoption of this ordinance. In addition, buildings containing restaurants with a drive through window or retail sales or service establishments geared towards the automobile (excluding gas stations) must be at least 500 feet from the intersection of FM 1171 and US 377.

Figure 1.3 Map Illustrating General Locations Permitted for Certain Conditional Uses

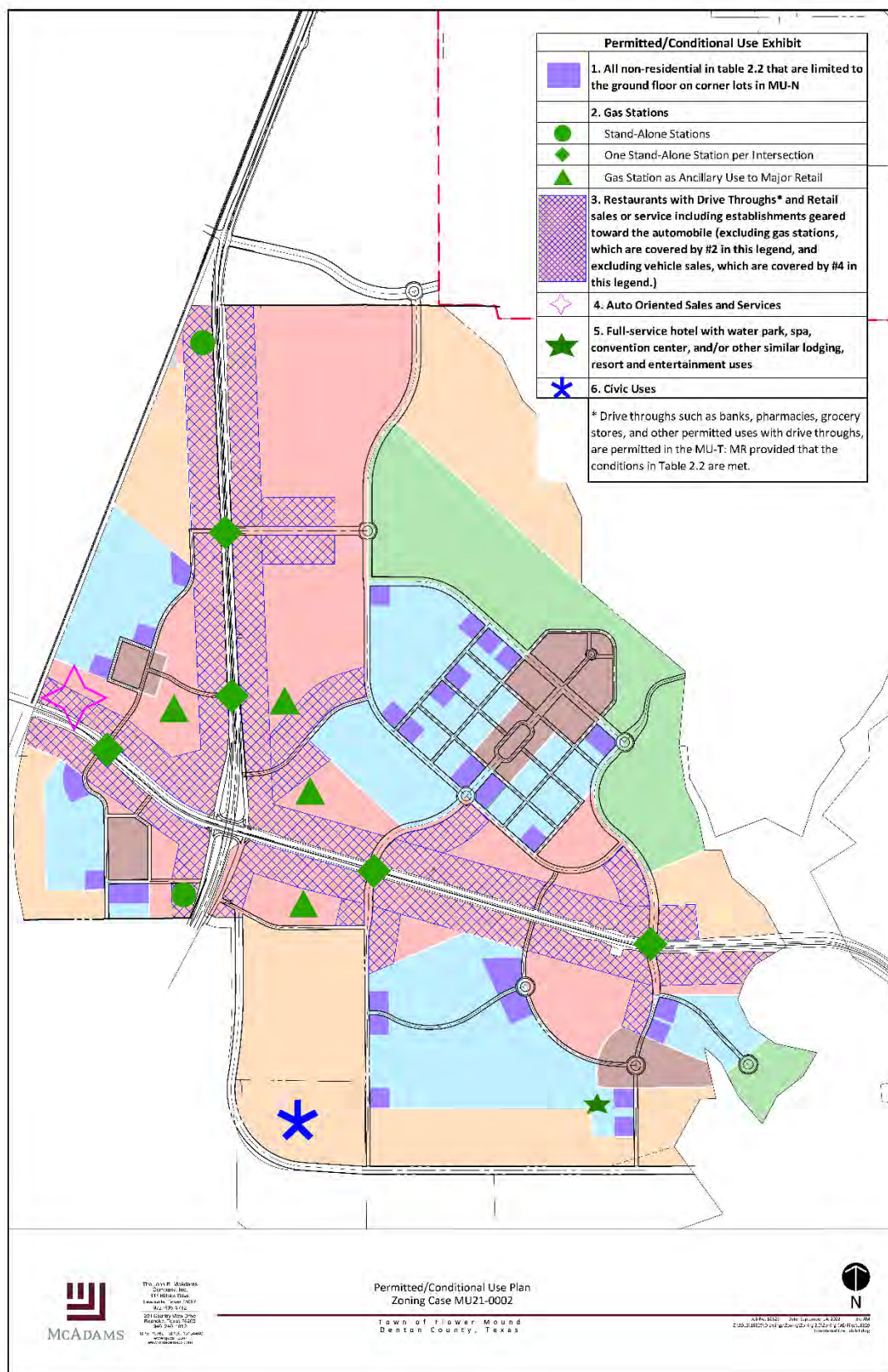
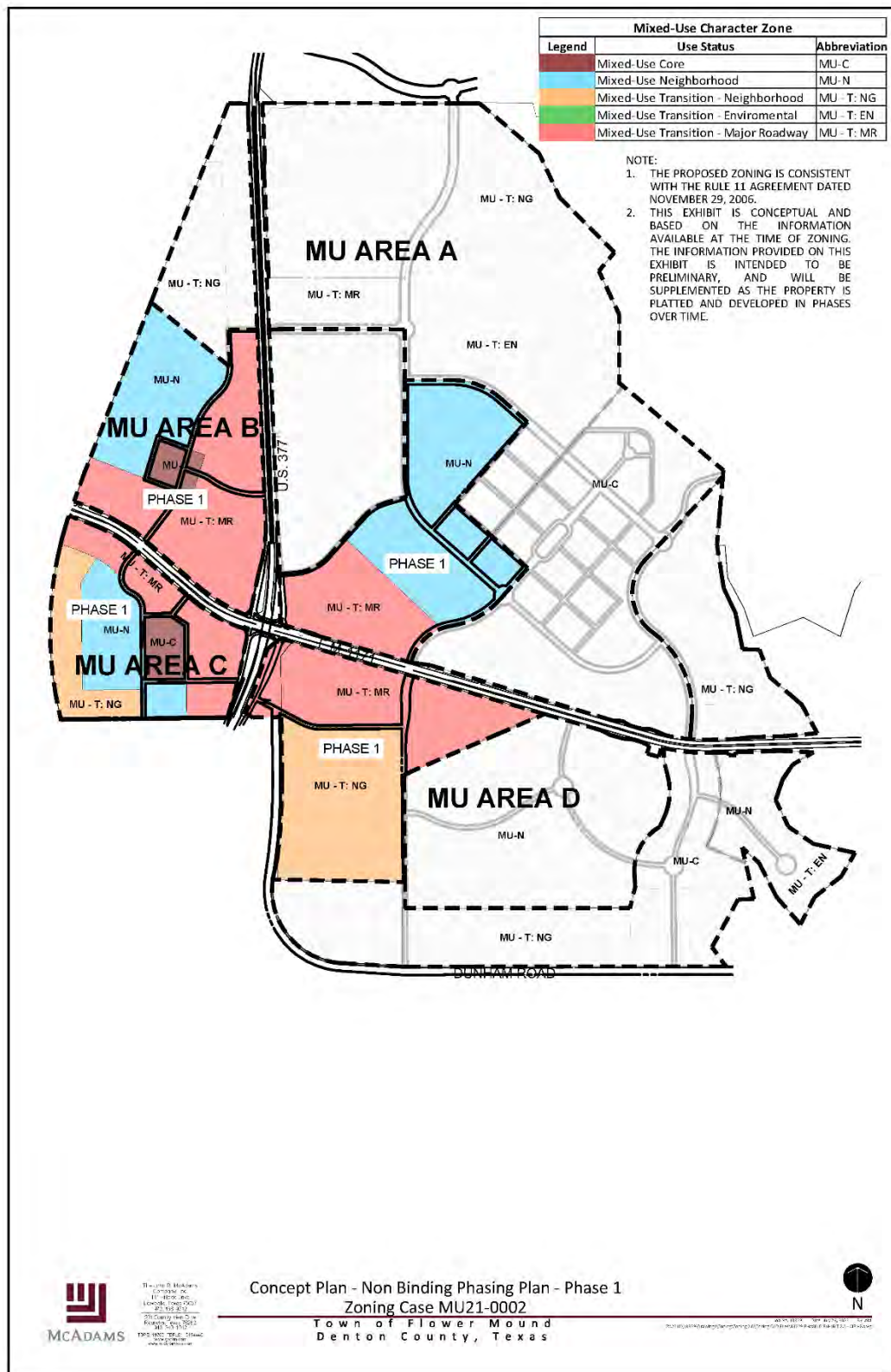
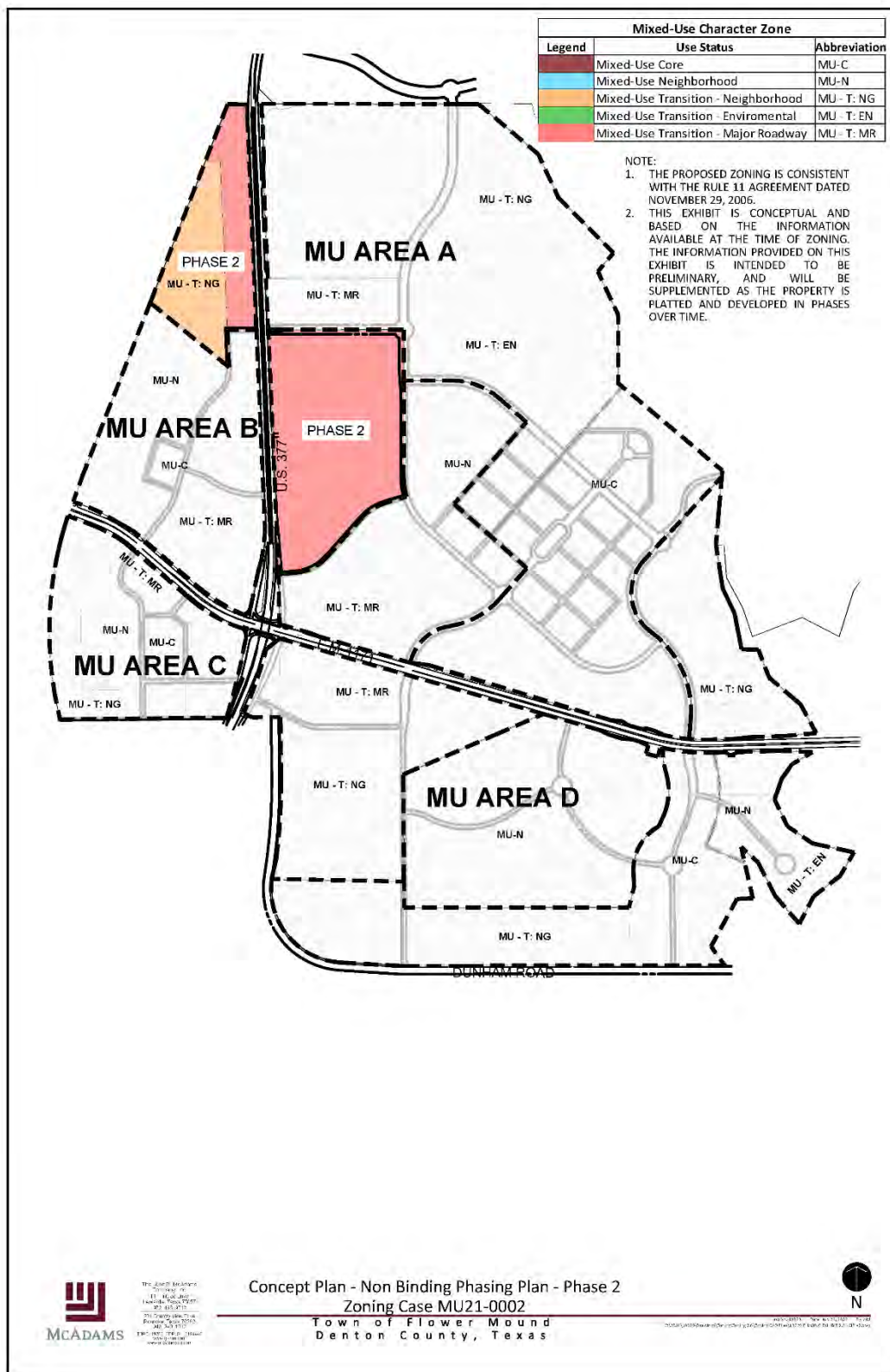
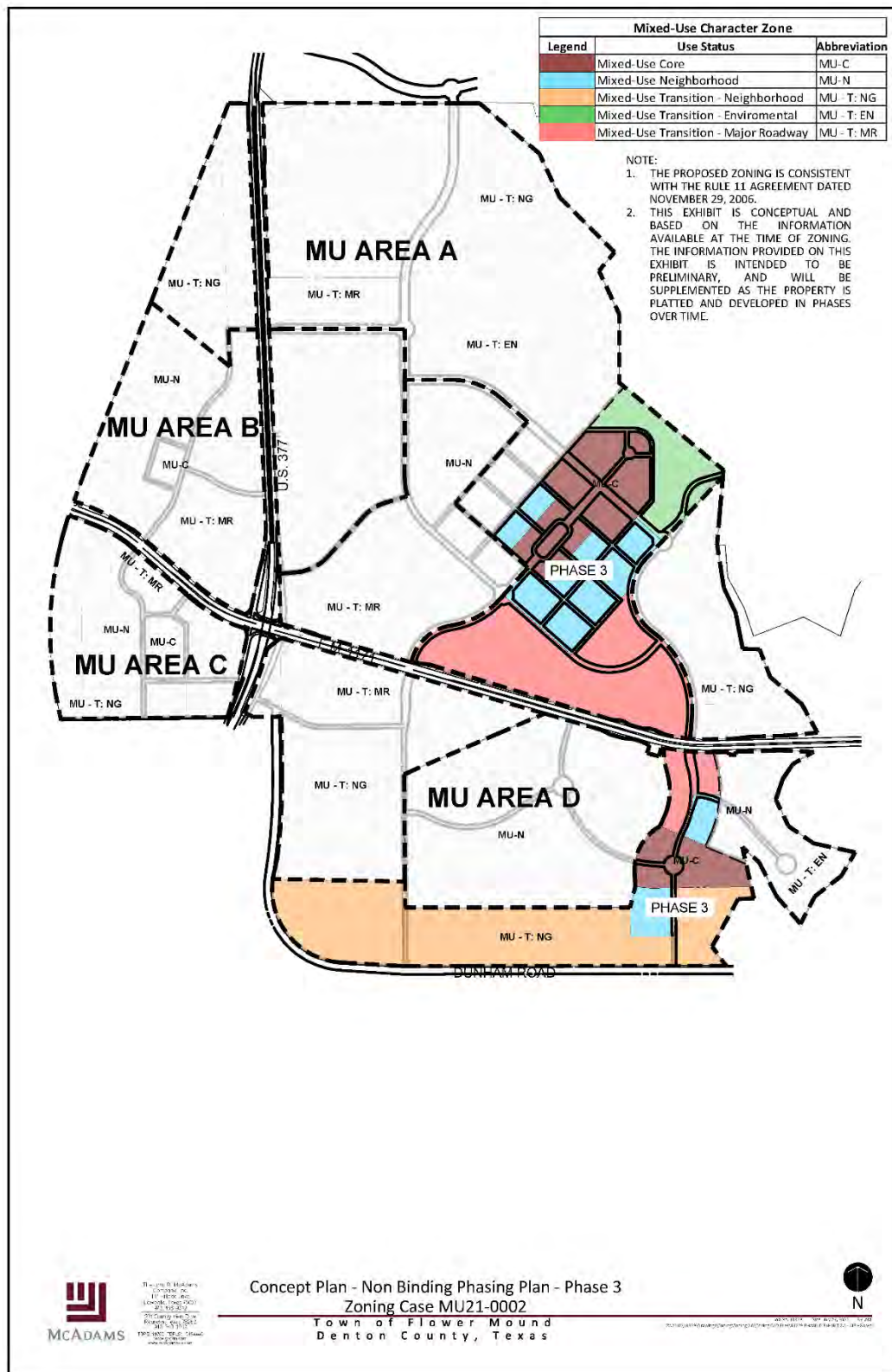
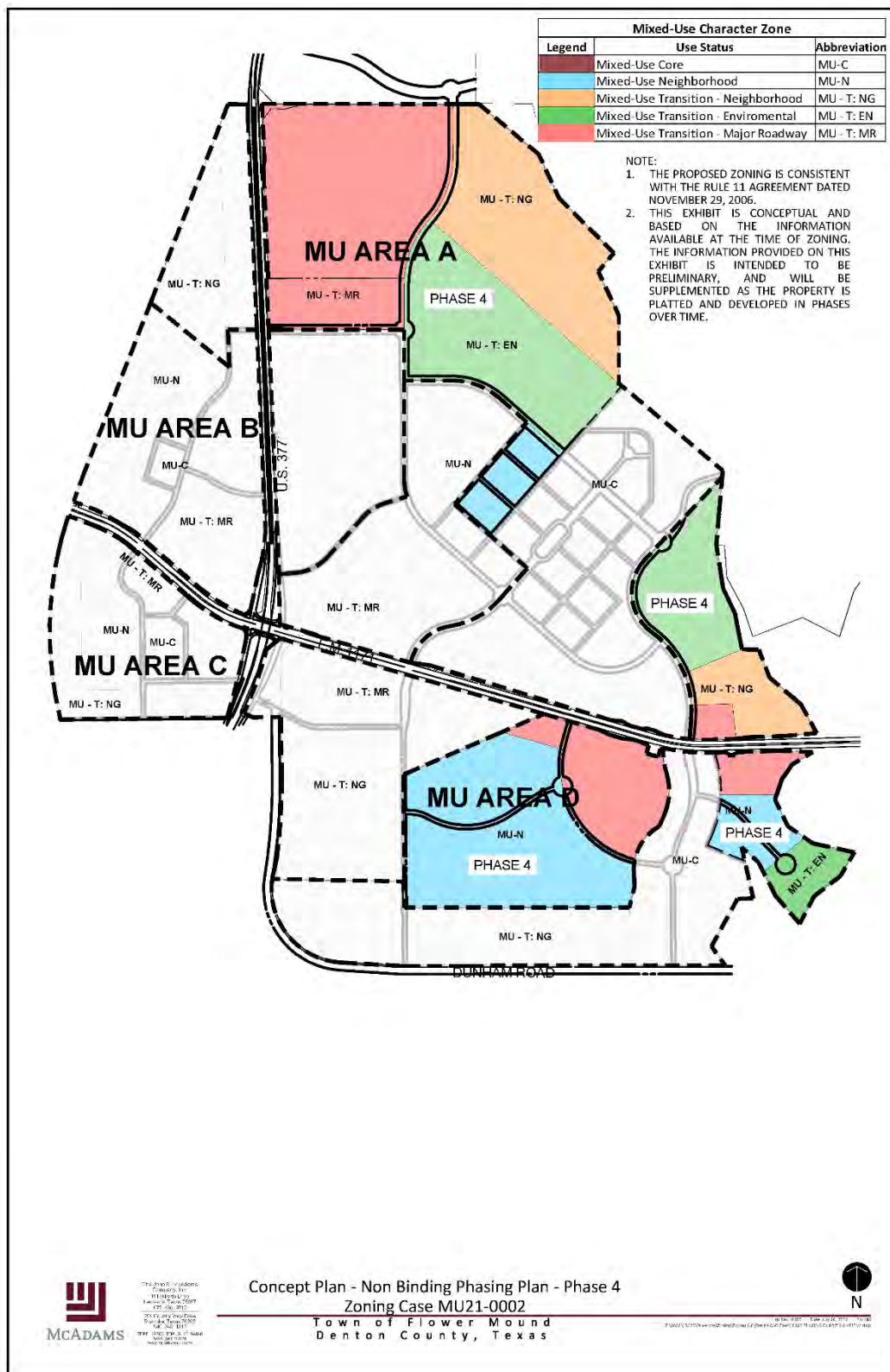


Figure 1.4: Phasing Plan – Preliminary, Conceptual and Non-Binding









SECTION 2: LAND USE

Table 2.1: Land Use

P = Permitted

P/C = Non-residential P/C uses are permitted only where they have been specifically designated on the incorporated Figure 1.3 and based on specific criteria in Table 2.2 or as otherwise approved by Town Council as an exception, provided they meet the specific criteria in Table 2.2. All P/C residential uses and a college or university are hereby permitted by right in the character zones indicated in Table 2.1, provided they meet the conditions in Table 2.2. No P/C residential use is required to be shown on Figure 1.3 as a condition to its approval, and no P/C residential use shall require Town Council approval. The only use-related conditions that apply to a use permitted by this ordinance are the conditions in this ordinance.

NP = Not Permitted

SUP = Permitted with a Specific Use Permit (Standards in Section 98-953 of the Land Development Regulations shall apply)

A = Permitted as an accessory use (Standards in Section 98-972 of the Land Development Regulations shall apply unless the applicant proposes alternative standards for accessory uses and structures subject to Town Council approval.)

NA = Not Applicable

The following land use definitions apply:

1. *Dwelling, multi-family or multi-family*, means any three or more dwelling units on a single platted lot. For purposes of this ordinance, multi-family 4-plex, residential lofts, apartments/condos (stacked residential) and live/work units are all considered multi-family.
2. *Dwelling, single-family, attached, or townhome* means a dwelling unit joined to another dwelling at one or more sides by a party wall or abutting separate wall and located on a platted separate lot and served by separate utility connections and meters as a single-family dwelling.
3. *Dwelling, single-family, detached*, means a single dwelling unit, other than a mobile home, located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract. The garage access may be front or rear loaded.
4. *Full-service hotel* establishments means buildings with habitable rooms or suites which are reserved for temporary lodging for guests who rent rooms or suites on a daily basis, and with: (1) a minimum area of 250 square feet in each guest room; (2) either (a) a full service restaurant with full kitchen facilities providing service to the general public, or (b) a kitchen on the premises in which meals are prepared by the management or a concessionaire of the management for room service delivery; (3) on-site staff required seven days a week, 24 hours per day; and (4) a minimum of 1,000 square feet of meeting or conference room space. This use may also include water park, spa, convention center, and/or other similar lodging, resort, and entertainment uses.

5. *Mixed Use Building*, means a building or structure that combines more than one use vertically within the structure. A mixed use building must have at least two different land uses, with non-residential uses on the ground floor and residential or non-residential uses above. A building containing a hotel, office space, a performing arts center, or a civic use may be considered a mixed use building even if it is a single use building.
6. *Multi-family 4-plex*, means one or more buildings or structures located on a single lot with a maximum of 4 dwelling units under a single roof. Garage access will be provided from an alley.
7. *Rowhouses*, means a single family detached unit, other than a mobile home, located on a separate lot and having no physical connection to a building located on any other lot or tract. Rowhouses are a type of single family detached housing that is rear loaded.

Any use not specifically listed in table 2.1 is prohibited.

PERMITTED USE TABLE	Use Status				
Land Use Category	MU-C	MU-N	MU-T		
			NG	EN	MR
Commercial Uses (Office, Retail, and Service Uses)					
Retail sales or service (excluded from this category are retail sales and services establishments geared towards the automobile, including gasoline service stations.)	P	P/C	NP	P	P
Retail sales or service including establishments geared towards the automobile (including gas stations)	NP	NP	NP	NP	P/C
Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services.	P	P/C	NP	P	P
Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.	P	P/C	NP	P	P
Food service uses such as full-service restaurants, cafeterias, and snack bars	P	P/C	NP	P	P
Arts, Entertainment, and Recreation Uses					
Fitness, recreational sports, gym, or athletic club	P	P/C	NP	P	P
Games arcade establishments	P	NP	NP	P/C	P
Theater, cinema, dance, or music establishment	P	NP	NP	P/C	P

Museums and other special purpose recreational institutions	P	NP	NP	P/C	P
Parks, greens, plazas, squares, environmental preserves, and playgrounds	P	P	P	P	P
Art, antique, furniture or electronic studio (retail, repair, or fabrication)	P	P/C	NP	P	P
Educational, Public Administration, Health Care and Other Institutional Uses					
Business associations and professional membership organizations	P	NP	NP	P/C	P
Child day care and preschools	P	P/C	NP	P/C	P
Schools, libraries, and community halls	P	P/C	NP	P	P
Universities and colleges	P/C	NP	NP	P/C	P
Hospitals	P	NP	NP	NP	P
Civic uses	P	P/C	P/C	P	P
Social and fraternal organizations	P	P/C	NP	P	P
Public safety facilities	P	P/C	NP	P	P
Religious institutions	P	P/C	NP	P	P
Residential Uses					
Home occupations	NA	A	A	NA	NA
Live/work units	P/C	P	P/C	P	NP
Residential lofts	P	P/C	NP	P	P
Apartments/condos (stacked residential) (multi-family) (multi-family 4-plex)	P/C	P	NP	P/C	NP
Single-family residential attached dwelling unit (Townhomes)	NP	P	P	P/C	NP
Single-family residential detached dwelling unit (includes rowhouses)	NP	P/C	P	P/C	NP
Land Use Category	MU-C	MU-N	MU-T		

			NG	EN	MR
Other Uses					
Model homes, attached and detached, for sales and promotion	P/C	P	P	P/C	P/C
Full-service hotels	P	P/C	NP	P	P
Outdoor temporary removable displays and sales for fairs, festivals and other special events held in outdoor spaces	SUP	NP	NP	SUP	SUP
Outdoor vendor sales	P	NP	NP	P	NP
Parking, surface	P	P	A	P	P
Parking, structured	P	P	NP	P	P
Sales from kiosks	P	NP	NP	P/C	P/C
Any permitted use with a drive through facility	NP	NP	NP	NP	P/C
Veterinary clinic (no outdoor facilities for overnight storage of animals)	SUP	NP	NP	NP	SUP
Information centers	P	P/C	NP	P	P
Communication tower, commercial or building mounted cellular communications antenna (subject to Section 98-977 of the Land Development Regulations)	SUP	SUP	SUP	SUP	SUP

Table 2.2: Special Conditions for Uses

Use Criteria		
Use	Character Zone	Location and Design Criteria
Nonresidential Uses		
Retail sales and service (excluded from this category are retail sales and services establishments geared towards the automobile, including gasoline service stations.)	MU-N	• Shall be limited to ground floor uses on corner lots in the Neighborhood (MU-N). • Commercial uses shall be limited to a total of 6,000 square feet per corner lot. • Limited to the general locations shown on Figure 1.3
Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services.		
Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.		
Food service uses such as full-service restaurants, cafeterias, and snack bars		
Fitness, recreational sports, gym, or athletic club		
Offices for business, professional, and technical uses such as accountants, architects, lawyers, doctors, etc.	MU-N	Shall be permitted as the ground floor use in a live/work unit only (except for corner lots)
Art, antique, furniture or electronic studio (retail, repair, or fabrication)		
Universities and colleges	MU-C and MU-T: EN	Shall be required to provide structured parking as part of the build-out for the university/college campus
Civic uses	MU-N	• Shall be limited to ground floor uses on corner lots in the neighborhood (MU-N) [zone]. • Uses shall be limited to 10,000 square feet. • Limited to the general locations shown on Figure 1.3
Social and fraternal organizations		
Public safety facilities		
Religious institutions		

Retail sales or service including establishments geared towards the automobile (including gas stations)	MU-T: MR	• Shall have the auto-oriented sales and services oriented towards the major roadway. • In no case shall gas pumps, canopies, or services bays along the major roadway exceed 50 percent of that lot's street frontage.
Residential Uses		
Residential lofts	MU-N	Shall be permitted only in conjunction with a ground floor nonresidential use as permitted above.
Single-family residential detached dwelling unit (including a rowhouse)	MU-N	Shall be permitted if located adjacent to the same use in a neighborhood transition (MU-T: NG) zone.
Apartments/condos (stacked residential); multi-family; multi-family 4-plex *These conditions do not apply to a mixed use building that contains residential units. These conditions apply only to <u>stand alone</u> stacked multi-family.	MU-C	• *Shall be limited to a one-block area immediately adjacent to the neighborhood (MU-N) zone. • *Ground floors shall be built to commercial standards including floor to floor heights and floors at-grade to the sidewalk.
Apartments/condos (stacked residential); multi-family; multi-family 4-plex *This condition does not apply to a mixed use building that contains residential units. This condition applies only to <u>stand alone</u> stacked multi-family.	MU-T: EN	*Shall be permitted if located adjacent to the same use in a neighborhood (MU-N) zone.
Single-family residential attached dwelling unit (including rowhouses)	MU-T: EN	Shall be permitted if located adjacent to the same use in a neighborhood (MU-N) zone.

Other Uses		
Any use with a drive through facility	MU-T: MR	- All drive through access (driveways) shall be from arterial, collectors, Type B, or alleys. - Drive through lanes and/or canopies shall not front on or be located along any Type A street.

Table 2.3: Land Use Summary¹

				Town of Flower Mound Master Plan Standards***	
MU Area	Land Use	Maximum Percentage of the Acreage	Approximate Acreage (Subject to Change Pursuant to Section 13.3)	Percentage of the Acreage	Flexibility Factor
Area A					
	Non-residential uses*	57.17%	313.95	45%	±25%
	Public uses	3.53%	19.40	5%	±5%
	Residential uses**	28.91%	158.76	45%	±25%
	Civic/Open Space (public and private)	10.00%	57.05	5%	±10%
	Total	100.00%	549.16		
Area B					
	Non-residential uses*	57.46%	74.83	45%	±25%
	Public uses	0.00%	0.00	5%	±5%
	Residential uses**	34.15%	44.48	45%	±25%
	Civic/Open Space (public and private)	8.00%	10.92	5%	±10%
	Total	100.00%	130.23		
Area C					
	Non-residential uses*	41.90%	29.22	45%	±25%
	Public uses	0.00	0.00	5%	±5%
	Residential uses**	53.08%	37.02	45%	±25%

¹ The last two columns demonstrate that Table 2.3 complies with Town percentage goals as set forth in the Master Plan. If character zone boundaries and sizes are adjusted in accordance with Section 13.3, corresponding adjustments to the percentages and acreages in the third and fourth columns of this table are permitted in connection with such adjustments, provided that the numbers in the last two columns of Table 2.3 are satisfied.

	Civic/Open Space (public and private)	5.00%	3.50	5%	±10%
	Total	100.00%	69.74		
Area D					
	Non-residential uses*	19.45%	61.66	45%	±25%
	Public uses	7.41%	23.50	5%	±5%
	Residential uses**	62.52%	198.19	45%	±25%
	Civic/Open Space (public and private)	10.62%	33.66	5%	±10%
	Total	100.00%	317.01		
*Non-residential uses shall include retail, office, hospitality, entertainment, and other non-residential uses as listed in Table 2.1: Land Use.					
**Residential uses above commercial uses shall not be included in the calculation of percentage of residential uses in the overall development; but are included in the total number of units within the overall project.					
***Provided for informational purposes only and shown per the Town of Flower Mound Master Plan Standards.					

SECTION 3: CHARACTER ZONES AND LOT TYPES

3.1 Character Zones

Character zones are described in Table 3.1 below.

Table 3.1: Character Zones

Character Zone	Intent
Mixed-Use Core MU-C	The MU-C character zone is intended to provide for a variety of residential, retail, service and commercial uses. To promote walkability and compatibility, auto-oriented uses are restricted. MU-C promotes mixed use and pedestrian-oriented activity. Active ground floor uses, such as shopping, dining, personal services, and other uses open to the public that generate walk-in traffic, are required for a minimum of 50% of each blockface, but this requirement does not apply to a block to be developed with a hotel, office building, a performing arts building, or civic use.
Mixed-Use Neighborhood MU-N	The MU-N character zone is intended for predominantly residential uses and open spaces. A mixed use neighborhood may also contain small-scaled civic uses and nonresidential uses at key locations. Ground floor non-residential is not required except for lofts.
Mixed Use Transition – Environmental MU-T: EN	The MU-T: EN character zone shall consider appropriate buffers and edge conditions to the specific environmental resource in order to maximize its intrinsic value to the overall mixed-use development as a focal point. It is intended to accommodate a variety of commercial uses unique to lake adjacency such as entertainment, recreation, retail, restaurant, and hospitality. Residential uses are also appropriate per the permitted uses listed in Section 2. Ground floor non-residential not required unless required by a condition applicable to the use (e.g., live-work units).
Mixed Use Transition – Major Roadway MU-T: MR	The MU-T: MR character zone is intended to accommodate auto-oriented and other heavy commercial uses. Development should be operated in a relatively clean and quiet manner and should not be obnoxious to nearby residential or commercial uses. This transition area shall be the only appropriate location for more automobile-oriented commercial uses due to the adjacency and access along the roadway while transitioning to a pedestrian-oriented development towards the interior of the site. This character zone is also intended to serve as a commercial gateway and employment center to take advantage of proximity to major roadways, therefore the quality and aesthetics of new development is very important. A major roadway transition may include transitions from a rail-road right-of way or corridor. A major roadway corridor is either an arterial roadway or state highway. This transition area may include residential lofts.
Mixed Use Transition – Neighborhood MU-T: NG	The MU-T: NG character zone shall include residential uses that are of compatible scale and density to the immediately adjacent existing neighborhoods consistent with this ordinance including Table 3.3 and Table 3.4.

3.2 Lot Types

The project is further divided into lot types. Each lot type can be mixed with others to contribute to the look, feel and function of each character zone. Table 3.2 shows what Lot Type is allowed in each character zone. The specific regulations on lot dimensions, minimum size, setbacks/build-to lines, and treatments within the right-of-way, are listed in Table 3.3 and Table 3.4.

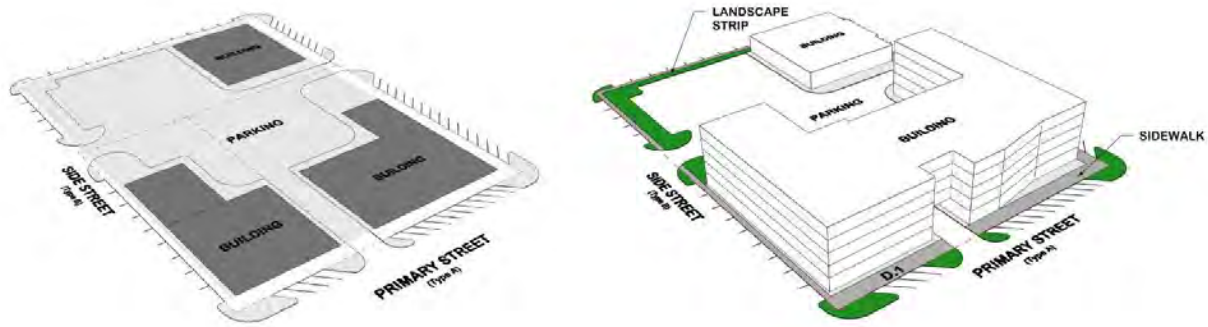
The lot type diagrams set forth in Figures 3.1 through 3.7 below are conceptual and general in nature to illustrate how parking and buildings should relate to each other within a lot and to the adjacent street, and are not intended to be regulatory or to show the building design, size, shape, height, location, building footprint, elevation, number of stories, or number of buildings or units on a lot, all of which shall be determined based on the development standards in Table 3.3 or Table 3.4 as applicable.

Table 3.2: Lot Types per Character Zone

Character Zone	Lot Types (see below this table for more information regarding lot types)
Mixed-Use Core MU-C	Mixed Use (could include one or more mixed use buildings) Stand alone parking structure
Mixed-Use Neighborhood MU-N	Mixed Use (could include one or more mixed use buildings) Stand alone parking structure Multi-family (stand alone) Multi-family (4-plex) Townhome Rowhouse Single Family – Front loaded
Mixed Use Transition – Environmental MU-T: EN	Mixed Use (could include one or more mixed use buildings) Stand alone parking structure General Commercial Multi-family (4-plex) Multi-family (stand alone) Townhome Rowhouse Single Family – Front loaded
Mixed Use Transition – Major Roadway MU-T: MR	Mixed Use (could include one or more mixed use buildings, not including multi-family other than residential lofts) Stand alone parking structure General Commercial
Mixed Use Transition – Neighborhood MU-T: NG	Townhome Rowhouse Single Family – Front loaded

Figure 3.1: Mixed Use Building Lot Type Diagram

Mixed-use building lot types are appropriate in the character zones as listed in Table 3.2. The MU-C, MU-N, MU-T: EN, and MU-T: MR character zones allow mixed use buildings. The figure in Figure 3.1 below is intended to illustrate the mixed use building type within these character zones regardless of whether the building contains residential uses or non-residential uses.



Note: The locations of Type A and Type B streets are identified in Figure 6.2..

Figure 3.2: General Commercial Lot Type Diagram

General Commercial buildings are stand-alone non-residential buildings without any associated residential uses utilizing a more suburban development pattern. These are appropriate in the character zones as listed in Table 3.2.

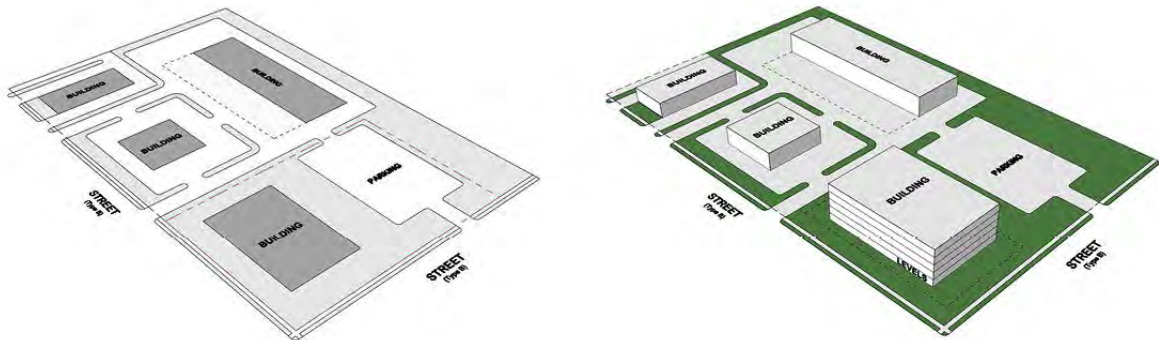


Figure 3.3: Single Family Detached, Front Loaded Lot Type Diagram

Single family lots are appropriate in the character zones as listed in Table 3.2. They provide a traditional living option within this mixed-use district. They are front loaded and detached. This diagram represents minimum setbacks. Variety in setbacks is discussed in Section 3.3.

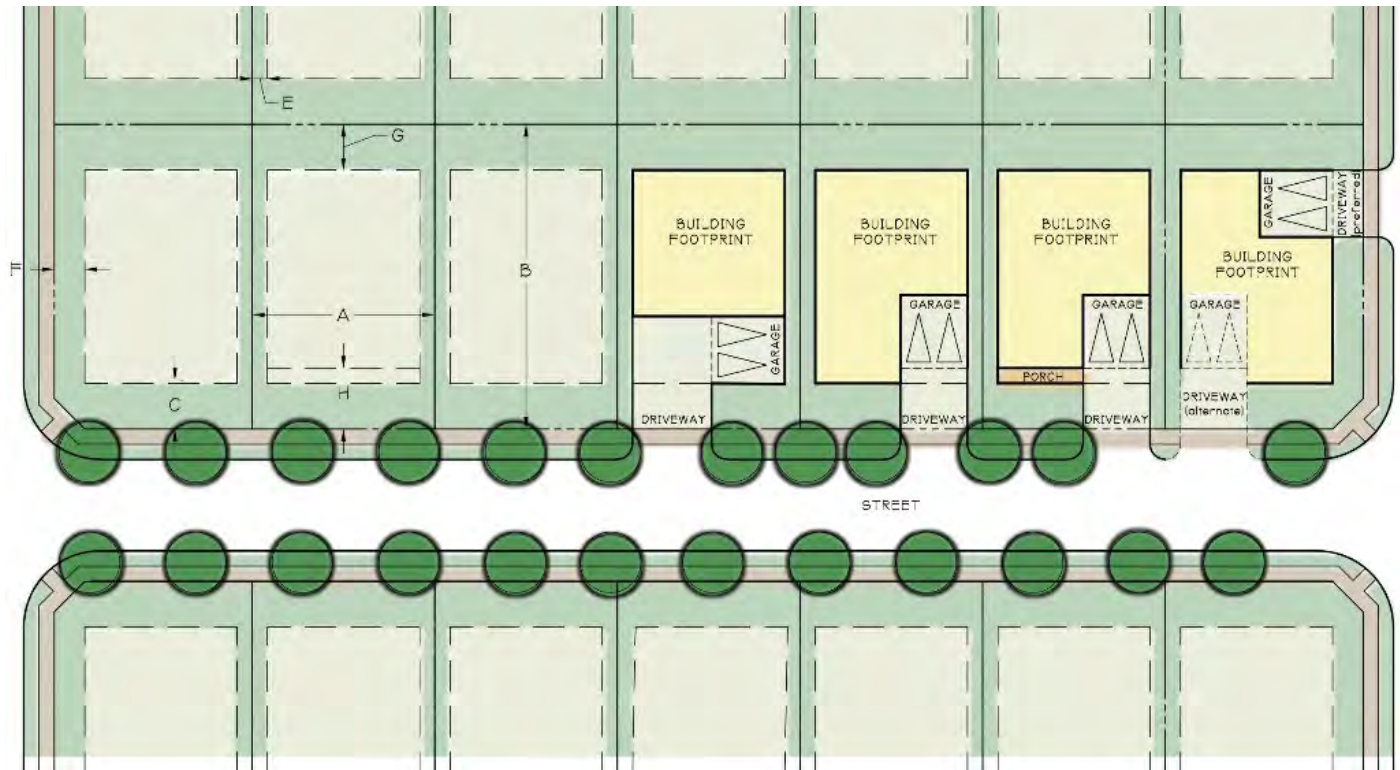


Figure 3.4: Rowhouse Lot Type Diagram

Rowhouses are appropriate in the character zones as listed in Table 3.2. They are served by alleys and are detached.

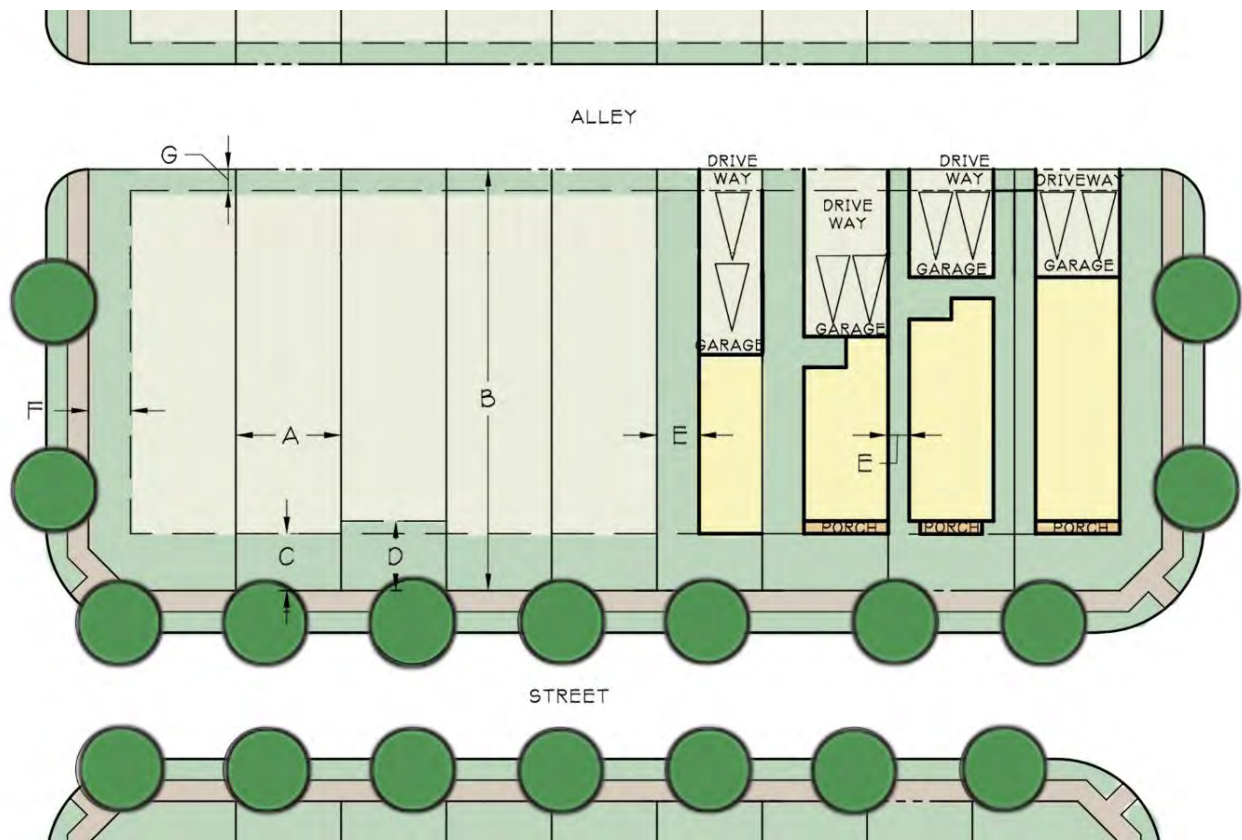
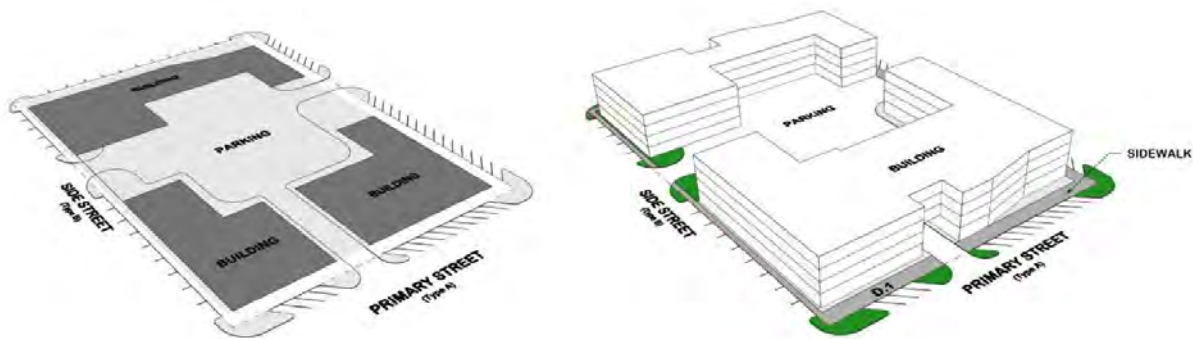


Figure 3.5: Townhome Rear Loaded Lot Type Diagram

Single family residential attached units (townhomes) are appropriate in the character zones as listed in Table 3.2. They serve to provide a walkable living option within this mixed-use district. They are rear-loaded and attached. This diagram is intended to show how this use may develop, although there is no minimum number of units that must be attached for this use.



Figure 3.6: Multi-family (Stand Alone) (Not including 4-Plex) Lot Type Diagram



The multi-family (stand alone) lot type will include minimum three story buildings depending on the character zone in which a building is located and the number of stories permitted in that zone pursuant to Table 3.4. This lot type does not include multi-family (4-plex). Subject to compliance with Table 3.4, no minimum or maximum number of structures per lot or dwelling units per structure shall apply. Table 3.4 contains the exclusive bulk and density requirements for a multi-family use.

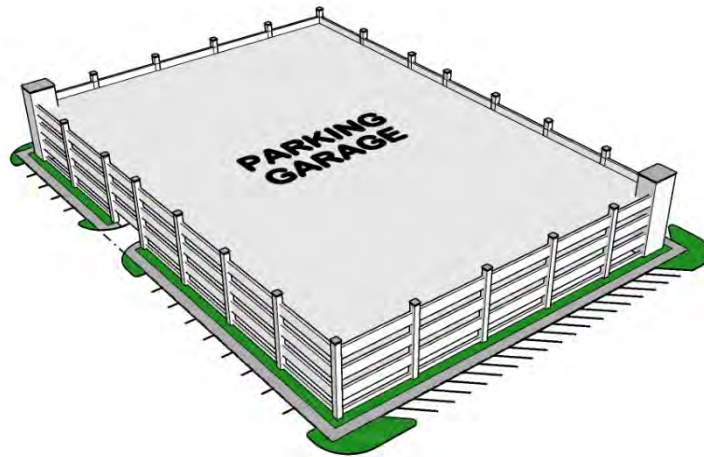
Figure 3.7 Muti-Family (4-Plex)

Multi-family attached or detached dwelling units, with a maximum of four dwelling units per building, are appropriate in this lot type. Section 7.8 provides that each 4-plex unit must include garage parking accessed through an alley.



Figure 3.8 Stand Alone Parking Garage

Stand alone parking garages are appropriate in the character zones as listed in Table 3.2, and serve to provide parking to one or more uses in the vicinity of the garage. Certain restrictions on the design of garages apply in the MU-C and MU-N character zones that are not depicted in this diagram.



3.3 Limitations on Repetitiveness

To additionally avoid repetitiveness of single family detached homes, variations shall be accomplished throughout the development by providing a mix of building configurations (as conceptually shown in Figures 3.3, 3.4 and 3.5 above). In addition, no detached single family building footprint or front elevation shall be repeated within three lots along the same blockface or be repeated directly across the street or within one lot of the home directly across the street, as shown in Figure 3.8 below, and the building permit applicant shall provide a lot key map or similar document to the Town to track compliance with this requirement.

At least two front different front elevations shall be required for a series of attached townhomes when more than five or more units are attached.

Figure 3.9: Single Family Detached Anti-Repetition Diagram

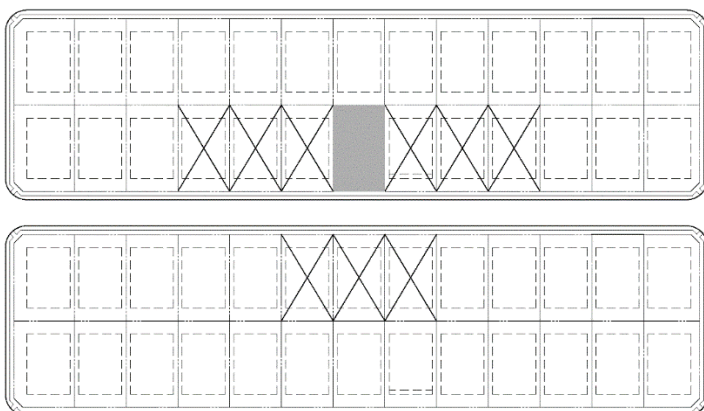


Table 3.3: Development standards For Single Family Detached, Rowhouse, and Townhome

Table 3.3 identifies the development standards applicable to single family detached, rowhouse, and townhome uses. In the event of a conflict between Table 3.3 and Table 3.4 with respect to single family detached, rowhouse, and townhome uses, Table 3.3 shall control.

Standard	Single Family Detached	Rowhouse*	Townhome
Min. Lot Area (A)	6,000 sf	2,500 sf	2,500 sf
Min. Lot Width (B)	60'	25'	25'
Min. Lot Depth (D)	100'	100'	100'
Front Setback Min/Max (C/D)	15' / N/A	13.5' /16.5' (max setback applies to a portion of the primary structure)	13.5'/16.5'
Min. Side Setback (E and F)	5' Interior and 10' Side Street	5' or 0'/10' Interior and 10' Side Street ("E" in the lot type diagram represents a side setback which may vary.)	0' Interior and 10' Side Street
Min. Rear Setback (G)	15'	5'	5'
Max. Building Height	3 Stories, 35'	3 Stories, 35'	3 Stories, 35'
Garage Entry	Front Loaded	Rear Loaded	Rear Loaded
Garage Setback (H)	20' From Street ROW	5' from Alley Pavement	5' from Alley Pavement
Minimum dwelling size	1,500 square feet	1,100 square feet	1,100 square feet
Detached Garages		If a detached garage is proposed, the minimum separation between the two structures shall be five feet or it shall comply with the International Residential Code (IRC) adopted at the time of permit review.	Detached garages must be located a minimum of five feet from the primary dwelling. If a detached garage is proposed, the minimum separation between the two structures shall be five feet or it shall comply with the International Residential Code

Standard	Single Family Detached	Rowhouse*	Townhome
			(IRC) adopted at the time of permit review.
Mix of Product in 35 Acre or Larger Single Project		When more than 35 acres of contiguous land area in the MU-T: NG and/or MU-T: EN character zones is planned for a residential project that includes rowhouses and/or townhomes, the rowhouses and/or townhomes shall not constitute more than 40 percent of the land area within that project.	
Electrical line/substation/high voltage	No residential building or school facility shall be constructed within 100 feet of the edge of the right-of-way or easement for a high voltage electrical transmission line. No nonresidential building shall be located within the right-of-way or easement for a high voltage electrical transmission line. No building containing a use permitted in the O office district shall be located within 50 feet of the edge of the right-of-way or easement for a high voltage electrical transmission line.		
Transmission Pipeline	Residential lots shall not be platted into transmission pipeline easements or rights-of-way. No building, structure, pool or spa shall be constructed in or moved into the transmission pipeline easement or right-of-way. Limited parallel fencing may be constructed within the transmission pipeline easement or right-of-way. Cross fencing may be constructed to contain livestock in agricultural areas, provided that a letter of approval is obtained from the transmission pipeline entity.		

*The following applies to rowhouses that have 0'/10' side yards: A roof overhang shall meet applicable building codes. A maintenance easement is required under such circumstances.

Table 3.4: Development standards by Character Zone

In the event of a conflict between Table 3.3 and Table 3.4 with respect to single family detached, rowhouse, and townhome uses, Table 3.3 shall control. To the extent Tables 3.3 or 3.4 address a topic, that topic shall be addressed exclusively by these tables and any related provisions in this ordinance. For example, if Table 3.3 or Table 3.4 addresses setbacks, the topic of setbacks shall be governed exclusively by this ordinance and any setback provisions in the Land Development Regulations shall not apply. References to Sections 1-15 refer to this document, and other sections references are to the Land Development Regulations.

Notwithstanding the foregoing, the following provisions in Sections 98-1024 to 98-1032 of the Land Development Regulations shall apply for purposes of administering Tables 3.3 and 3.4, and no other provisions in Section 98-1021-1032 of the Land Development Regulations shall apply: Subsection 98-1024(b) [Minimum Lot Width], Subsections 98-1026(b) (c), (d), and (e) [Minimum Front Yard Setback], Subsections 98-1027(b), (c), and (d) [Minimum Side Yard Setback], Subsections 98-1028(b), (d), and (e) [Minimum Rear Yard Setback], Subsection 98-1029(b) [Maximum Lot Coverage], Subsection 98-1030(b) [Maximum Floor Area Ratio], Subsections 98-1031(b) and (c) [Maximum Height], and Section 98-1032 [Accessory Buildings]. This ordinance contains the exclusive development standards specific to a multi-family use.

Mixed Use Areas A – D Permitted Number of Dwelling Units and Square Footage (in Floor Area) in the Aggregate and Related Restrictions		
Multi-Family, Live/Work, and Residential Lofts*	Single Family Residential Detached or Townhomes	Retail, Restaurant, and Office Uses²
Maximum 5,000 multi-family, live/work, and residential loft dwelling units plus 1,000 age-restricted multi-family, live/work, and residential loft dwelling units (6,000 total) [See notes 1 and 2 below]	Maximum 3,000 dwelling units [see note 2 below]	6,688,163 square feet are contemplated at full buildout of the Property, but no maximum square footage shall apply
Note 1: Prior to the issuance of a certificate of occupancy (CO) for the first multi-family residential dwelling unit within the Property (excluding age-restricted units), one or more COs shall have been issued by the Town for at least 100,000 square feet of non-residential unfinished shell space or finished floor area (excluding gas stations) within the Property. During the ten-year period following the date of the Town Council's adoption of this ordinance, a maximum of 2,750 multi-family dwelling units are permitted on the Property (excluding age-restricted units). Prior to the issuance of a CO for each of the 2,250 multi-family units that are in excess of 2,750 multi-family units (excluding age-restricted units), one or more COs shall have been issued by the Town for at least an additional 1,000 square feet of non-residential unfinished shell space or finished floor area for the following uses within the Property (e.g., 5,000 multi-family units requires 2,350,000 square feet of non-residential unfinished shell space or finished floor area): (1) all uses in the following land use categories in Table 2.1: commercial uses (office, retail, and service uses); and arts, entertainment, and recreation uses; (2) hospitals; (3) civic uses; and (4) hotels. For purposes of this restriction, the term "floor area" shall mean the air-conditioned floor space within the interior of a building. For purposes of this restriction, the term multi-family includes multi-family, live/work, and residential loft dwelling units. There is no restriction on when single family and age-restricted multi-family units may be constructed.		

² Does not include hospitals, college campus uses, hotels, or civic uses.

Note 2: For each decrease of a permitted non-age restricted multi-family dwelling unit, an additional 1.5 single family detached or townhome units shall be permitted. For example, if the maximum of 5,000 multi-family units is decreased by 1,000, resulting in 4,000 maximum units, 1,500 additional single family detached or townhome units are permitted for a total of 4,500 single family detached or townhome units.

**Multi-Family, Live/Work, and Residential Lofts including Age Restricted Dwelling Units
Density Per MU Area**

	Area A	Area B	Area C	Area D
Acres	549.157	130.233	69.735	317.014
Maximum Units (See Note 3)	6,000	1,433	841	3,487

Note 3: Subject to the unit caps above in this Table 3.4. For example, a maximum of 5,000 multi-family, live/work, and residential loft dwelling units plus 1,000 age-restricted multi-family, live/work, and residential loft dwelling units (6,000 total) is permitted (subject to Notes 1 and 2 above).

**Single Family
Density Per MU Area**

	Area A	Area B	Area C	Area D
Acres	549.157	130.233	69.735	317.014
Maximum Units (See Note 4)	2,100	1,761	934	2,100

Note 4: Subject to the unit caps above in this Table 3.4. For example, a maximum of 3,000 single family units are permitted (subject to the increase noted in Note 2 above).

Areas A – D Development Standards

1.0 Street Design Standards

Street design standards shall be based upon creating a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs are prohibited unless natural features such as topography or stream corridors prevent a street connection. Right-of-way widths are governed by the approved street sections.

The street sections in Figure 6.3, as well as other Town street sections, as approved by the Town Manager or their designee, are the only approved streets for this development unless alternative street sections are approved by the Town Council through an exception. An owners association or property owner shall be responsible for the maintenance of all parking space pavement markings including parking space pavement markings located within the right-of-way. Alleys shall be private and located within an x-lot that is dedicated to an owners association for maintenance. Alleys shall be one-way.

Standard	MU-C	MU-N	MU-T		
			NG	EN	MR
a. Design speed	See Section 6: Streets and Streetscapes				
b. Street types allowed:	See Section 6: Streets and Streetscapes				
c. Travel lane widths	See Section 6: Streets and Streetscapes				
d. Turning radii	25'	25'	25'	25'	25'
e. On-street Parking					
• Parallel	Permitted	Permitted	Permitted	Permitted	Permitted

• Angled (only if vehicles per day are projected to be less than 8,000)	Permitted	Not Permitted	Not Permitted	Permitted	Permitted
f. Parking lane width					
Parallel	8 feet	8 feet		8 feet	
Angled	18 feet	N/A		18 feet	
g. Alleys ²	Permitted	Permitted		Permitted	
2.0 Streetscape Standards					
Standard	MU-C	MU-N	MU-T		
			NG	EN	MR
a. Sidewalks	15 feet (min) on Type A, 6 feet (min) on Type B Streets	15 feet (min) on Type A, 5 feet (min) on Type B Streets	5 feet (min)	6 feet (min)	6 feet (min)
b. Planter/Planting Strip Type ³	Tree wells or continuous planters	Continuous planters	Continuous planters	Tree wells or continuous planters	Tree wells or continuous planters
c. Planter/Planting Strip width	6' X 6' tree well or 6-8' wide planting strip	6-8' wide planting strip	6-8' wide planting strip	6' X 6' tree well or 6-8' wide planting strip	6' X 6' tree well or 6-8' wide planting strip
d. Street trees (applies to all uses other than single family detached with front entry)	30 feet o.c.	30 feet o.c.	30 feet o.c.	30 feet o.c.	30 feet o.c.
e. Street buffer	None	None	See Section 10 below	None	See Section 10 below.
3.0 Open/Civic Space Standards					
See Section 9 below.					
4.0 Block and Lot Standards					
Standard	MU-C	MU-N	MU-T		
			NG	EN	MR
a. Block Type	Regular (square or rectangular). Irregular blocks may be permitted only if natural topography	Regular or irregular (square, rectangular, or curvilinear based on topography and vegetation)	Regular or irregular (square, rectangular, or curvilinear based on topography and vegetation)	Regular or irregular (square, rectangular, or curvilinear based on topography and vegetation)	Regular (square or rectangular)

	and/or vegetation prevents a rectilinear grid				
b. Block Face Dimensions	Between 400 feet - 600 feet	Less than 1,200 feet (unless limited by unique site conditions such as topography and vegetation)	Less than 1,200 feet (unless limited by unique site conditions such as topography and vegetation)	Between 500 feet - 1000 feet	Between 500 feet - 1000 feet
c. Minimum Lot Area (non-single family) ³	0	0	2,000 square feet	0	0
c. Minimum Lot Area (square feet) (non-single family)	0	0	0	0	0
d. Minimum Lot Width x Depth (non- single family)	0' x 0'	0' x 0'	20' x 100'	0' x 0'	0' x 0'
e. Maximum Lot Coverage (non- single family)	100%	100%	80%	80%	80%
f. Maximum Impervious Cover (non-single family)	100%	100%	80%	80%	80%
5.0 Building Standards					
Standard	MU-C	MU-N	MU-T		
			NG	EN	MR
a. Principal Building Height*	2 stories (minimum) 5 stories or 8 stories if Height Bonus Conditions met (maximum) **	2 stories (minimum) 4 stories or 8 stories if Height Bonus Conditions met (maximum) **	1 story (minimum) 3 stories (maximum)	1 story (minimum) 5 stories or 8 stories if Height Bonus Conditions met (maximum) **	1 story (minimum) 3 stories or 5 stories if Height Bonus Conditions met (maximum) **
* Building height shall be measured in number of stories. Attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50 percent of the floor area of a typical floor in the same building.					

³ The minimum lots sizes, width and depth will be determined by other minimum dimensional requirements identified within the text of the ordinance.

****Height bonuses are hereby approved by Town Council in the MU-C, MU-N, MU-T:EN, and MU-T: MR character zones subject to the following conditions (the "Height Bonus Conditions") that must be satisfied for a building in any of those character zones to be entitled to the increase in number of stories specified in the row above:**

1. Distance requirement of 1,200 feet from any existing adjacent neighborhood located outside of this mixed use district as measured from the closest property line of any platted residential subdivision not entitled under this mixed use district or under SF-E zoning pursuant to Ordinance No. 10-22 approved by the Town on March 7, 2022;

2. Open space is provided within the block or within 1,000 feet of the block containing the building subject to the height bonus, which open space may include any of the following: a plaza, square, courtyard (public or private), park, trail, a green or a lawn, natural area, or general open space area (regardless of whether the open space is shown on exhibits to this ordinance), but excluding open space within an overhead power line easement;

3. A minimum 12-foot building step back from the front facade at the 6th story, provided that the front facade faces and is located on a public street (otherwise no step back is required), unless Town Council approves an exception to the step back requirement; and

4. In the MU-T: MR character zone only, the height bonus shall be limited to office buildings, hospital buildings, hotel buildings, university or college buildings, and structured parking.

b. Building setbacks (non-single family)*	13.5'/15'	13.5'/25'	13.5'/25'	15'/None	15'/None
Front (Min/Max)**					
Side (Min/Max)	0'/None	0'/None	0'/None	0'/None	0'/None
Rear (Min/Max)	0'/None	0'/None	0'/None	0'/None	0'/None***
*Maximum setbacks do not apply in MU-T: NG where street buffers are provided. See street buffer provisions for potential impacts on setbacks.					
**Maximum setbacks shall not apply in areas between a building and the curb that activate the street with improvements such as a plaza, patio, outdoor eating area, courtyard, enhanced landscaping, or other similar features or where retaining walls are present.					
***If adjacent to a single-family detached residential development area, see additional setbacks in Section 10 (Compatibility Buffer).					
c. Accessory buildings	Permitted	Permitted	Permitted	Permitted	Permitted
See section 98-1032 of the Land Development Regulations					
d. Principal building orientation	Type A Street (or Type B Street if no Type A Street is present), Park, Plaza, Square, or Open Space				Street
e. Building facade and architectural design standards	See Section 4 below				
f. Ground Floor Requirement	Ground floor non-residential required	Ground floor non-residential permitted, but not required except for live-work units and residential lofts.			
g. Compatibility Standards	See Section 10 below.				

6.0 Site Design Standards				
Standard	MU-C	MU-N	MU-T	
			NG	EN
a. Off-street parking	See Section 7 below			
b. Off-street loading	See Section 82-83 of the Land Development Regulations			
c. Screening	See Section 10 below			
• Trash/recycling receptacles	See Section 82-272 of the Land Development Regulations			
• Other utility equipment	See Section 82-273 of the Land Development Regulations			
• Loading spaces	Required for nonresidential uses. See Section 82-73(10) of the Land Development Regulations			
• Surface parking areas	See Section 7 below			
d. Landscaping #	See Section 10 below	See Section 10 below	See Section 10 below	
• Landscape buffer between surface parking and sidewalks/trails and streets (except alleys)				
• Parking lot minimum interior landscaping	See Section 82-243 of the Land Development Regulations	See Section 82-243 of the Land Development Regulations	See Section 82-243 of the Land Development Regulations	
e. Lighting	See Section 98-1121 to 1136 of the Land Development Regulations			
• Building entrances				
Parking areas, trails, and streets				
f. Signs	See Section 5 below			
7.0 Electrical Line/Substation, High Voltage				
Electrical Line/Substation, High Voltage	No residential building or school facility shall be constructed within 100 feet of the edge of the right-of-way or easement for a high voltage electrical transmission line. No nonresidential building shall be located within the right-of-way or easement for a high voltage electrical transmission line. No building containing a use permitted in the O office district shall be located			

	within 50 feet of the edge of the right-of-way or easement for a high voltage electrical transmission line.
8.0 Transmission Pipeline	
Transmission Pipeline	Residential lots shall not be platted into transmission pipeline easements or rights-of-way. No building, structure, pool or spa shall be constructed in or moved into the transmission pipeline easement or right-of-way. Limited parallel fencing may be constructed within the transmission pipeline easement or right-of-way. Cross fencing may be constructed to contain livestock in agricultural areas, provided that a letter of approval is obtained from the transmission pipeline entity.

SECTION 4: ARCHITECTURE DESIGN STANDARDS

The regulations in this Section 4 shall not apply to the extent the enforcement or adoption of such regulations is preempted by Chapter 3000, Texas Government Code, as amended or any successor statute. This Section 4 shall serve as the exclusive building material and architectural standards applicable to this mixed use zoning district. Without limiting the foregoing, the development is not subject to the Architectural Standards of the Town's Master Plan.

4.1 Building Materials

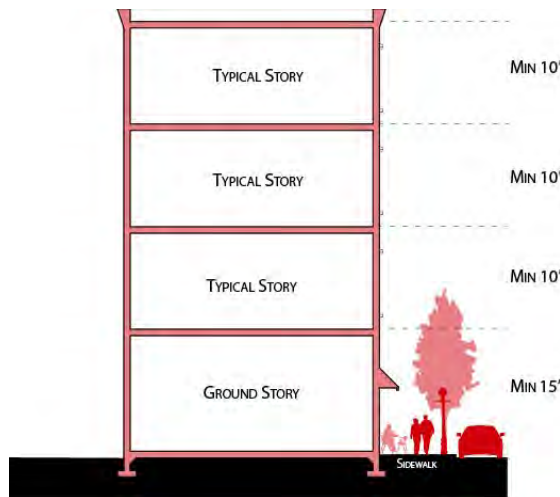
1. Materials – The following standards apply to all building types except single family attached and detached residential buildings.
 - i. Facade: The quality of the facades determines the quality and character of the adjacent outdoor space. Since the public right-of-way requires a higher quality facade than the parking lot, the facade regulations are divided into Type A (more requirements) and Type B (fewer requirements). Type A facades face the public right-of-way, excluding alleys. Type B facades do not face the public right-of-way. The term "facade" in this Section 4 means any separate face of a building, including parapet walls, or any part of a building which encloses or covers usable space.
 - ii. Unrestricted Materials: These materials may be used without limit for walls in A or B facades; clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, stucco, cementitious siding, and textured and painted concrete tilt-wall.
 - iii. Limited Facade Materials: The following materials may not exceed 20 percent of the area of a Type A facade or 80 percent of the area of a Type B facade: concrete masonry units, EFIS, metal panel siding, composite wood panels, or hardi-plank clapboard siding. EFIS may be used only on the second floor and above. Windows and doors shall be excluded from the facade area for the purposes of calculating percentages.
 - iv. Prohibited Materials: The following materials are not permitted to be used: aluminum siding, vinyl siding, or corrugated metal siding.
2. Materials, Single Family Attached and Detached – The following standards apply to Single Family Attached and Detached residential buildings. The Town Council may approve an exception to these requirements.
 - i. Exterior wall construction on each story or floor of every single-family dwelling unit shall consist of 100 percent masonry construction with an allowance of which 20 percent may consist of hardi-plank, exclusive of the following: windows, doors, dormers and gables over the entrance of an extended garage; any rear wall area cantilevered 12 or more inches from the wood frame wall; any side wall area cantilevered 12 or more inches from the wood frame wall; any rear multistory straight wall with an exterior surface construction that is in excess of 70 percent glass or windows; and any wall area above a first floor roof where the exterior

masonry veneer cannot directly bear upon the foundation (for example, wall area above a shed roof or an attached garage).

- ii. The exterior area or sides of chimney flues on exterior walls that are visible from the street shall be enclosed in 100 percent masonry veneer construction, except that chimney flues not visible from the street may be enclosed by materials approved by the building code for exterior exposure and in compliance with the flue manufacturer's recommendation.
- iii. Notwithstanding the foregoing, any exterior wall of any residential dwelling unit facing a street or thoroughfare, public park area or school yard shall consist of 100 percent masonry construction, exclusive only of windows, doors, dormers and gables over the entrance of an extended garage.
- iv. All exterior walls and roofs shall be constructed of materials having an Underwriter's Laboratory Class B or Uniform Building Code Class 2 "stoned fired" retardant rating or better.
- v. For purposes of single family detached buildings, the term "masonry" means that form of construction composed of stone, brick, concrete, hollow clay tile, concrete tile or other similar building units or materials or combination of these materials, and including brick veneer and stucco.

4.2 Additional Standards for All Buildings Other than Single Family Detached, Rowhouse, and Townhome Residential Buildings. The Town Council may approve an exception to these requirements.

- a. At least 80 percent of each building facade, excluding areas occupied by doors, windows, or other openings, shall consist of natural and earth tone colors such as ochre, brown, umber, rust, olive, beige, taupe, sepia, white, off-white and similar natural or earth tones. Decorative canopies, awnings, signage, and similar features attached to a building are not required to follow the standards in this paragraph. Accent colors may comprise the remaining 20% of each building elevation and should relate to the base tones. Decorative canopies, special elements, including patio umbrellas and signage, can be more contrasting in color as appropriate.
- b. The minimum ground floor height for buildings two stories and above shall be fifteen feet. The minimum finished floor height for all upper floors shall be ten feet. The minimum finished floor height for single story buildings shall be ten feet. This concept is illustrated below.



- c. Buildings shall be designed with ground floor windows on the building facade facing and adjacent to a Type A or Type B street (with the exception of alleys) or facing onto a park, plaza, or other civic space. The required area of windows and doors on each street facade fronting a Type A street, park, square, green, plaza, or other civic space as a percentage of that facade shall be established in Table 4.1. The required area of windows and doors on all other street facades (Type B streets with the exception of alleys) may be reduced by 25 percent of the corresponding requirement along a type A street facade. The Town Council may approve an exception to the requirements in this paragraph for a non-residential building that is not planned for retail use.
- d. Table 4.1 lists the required amount of window/door area per facade for each character zone. This concept is illustrated below.



- e. Nonresidential buildings and sites shall be organized to group the utilitarian functions away from the public view of any street (with the exception of alleys). Delivery and loading operations, HVAC equipment, trash compacting and collection, and other utility and service functions shall be incorporated into the overall design of the buildings and landscaping. The visual and acoustic impacts of all mechanical, electrical, and communications equipment (ground and roof-mounted) shall not be visible from adjacent properties and public streets, and screening materials and landscape screens shall be architecturally compatible with and similar to the building materials of the principal structures on the lot.

Table 4.1: Window/Door Area Requirement

Building and Facade		<i>MU-C</i>	<i>N</i>	<i>MU-T</i>		
				<i>NG</i>	<i>EN</i>	<i>MR</i>
Vertical Mixed Use Building						
Ground floor facade	Minimum	60 percent	60 percent	N/A	60 percent	60 percent
	Maximum	75 percent	75 percent	N/A	75 percent	75 percent
Upper floor facade	Minimum	30 percent	30 percent	N/A	30 percent	30 percent
	Maximum	60 percent	60 percent	N/A	60 percent	60 percent
All Other Buildings (excluding single family attached and detached)						
Ground floor facade	Minimum	60 percent	40 percent	30 percent	40 percent	40 percent
	Maximum	75 percent	60 percent	60 percent	60 percent	60 percent
Upper floor facade	Minimum	30 percent	30 percent	30 percent	30 percent	30 percent
	Maximum	60 percent	60 percent	60 percent	60 percent	60 percent

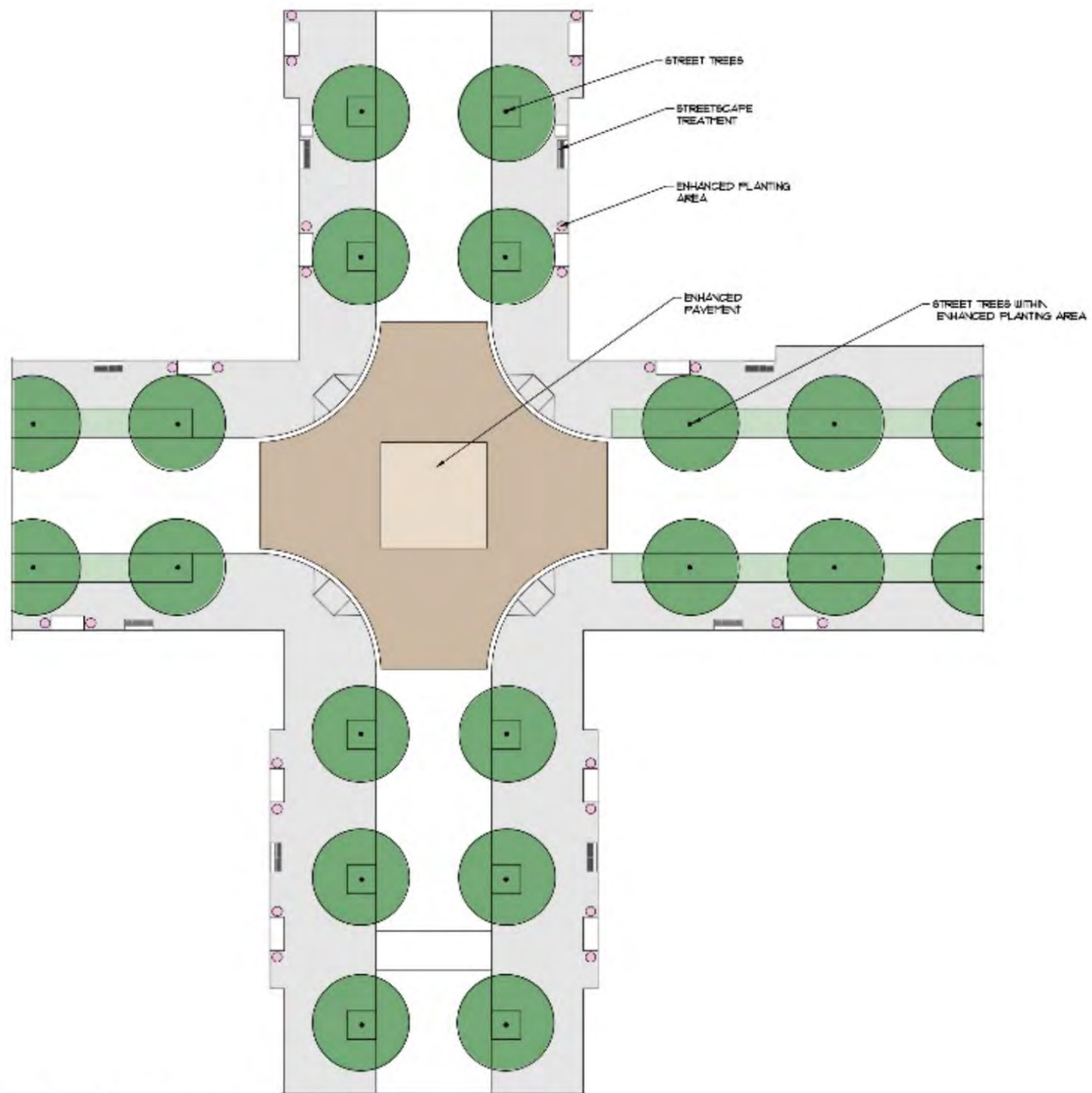
4.3 Additional Standards for General Commercial Buildings located within MU-T: MR

- a. Unified Theme. A grouping of buildings (3 or more) within the same building complex or shopping center should have a unified or complimentary design theme.
- b. Franchise Architecture. For chain businesses or franchises, defined as any business having more than three locations in Texas, the building must be site designed for this project (i.e., architectural plans cannot be replicated from another location).
- c. A non-residential building within the MU-T: MR character zone that is adjacent to a single family residence located in the MU-T:NG character zone and is 15,000 square feet or less in floor area shall have a hip and/or gable style roof that replicates residential scale and pitch of 6/12 to 9/12 slope. The Town Council may approve an exception to this requirement if architectural detail is provided to soften the appearance of tall, vertical walls.

4.4 Specific Standards

1. Public Space. To promote a comfortable, interesting and safe walking environment, the design and detailing of the streetscape shall include the following elements:

- i. Connectivity and wide sidewalks for pedestrians is encouraged for a vibrant mixed-use development. The buildings are to be adjacent to the sidewalks to form building facades that create interest to the pedestrian. Connectivity to public open spaces areas of varying scales, characters and uses are important elements to the development.
- ii. Street trees shall be planted in regular intervals along the street-side of the sidewalk, as required by Section 10, to provide shade for the pedestrians.
- iii. Sidewalk cross walks shall be designed to allow pedestrians to safely cross streets. Both materials and striping shall be used to separate these areas from the travel lanes.
- iv. In high pedestrian areas adjacent to streets, accent planting at or near the ground plane shall be provided in order to provide a finer level of landscape detail closer to pedestrians and to soften the hard surfaces of streets, sidewalk paving and building facades. In high pedestrian areas, accent planting shall be located in areas such as tree-wells (if not grated) or beds near intersections where additional sidewalk area is available. Accent planting, as well as decorative pots or more formal raised planters, may be used to distinguish specific areas, such as important streets, the area surrounding a park or square or an entire neighborhood. Accent planting shall not be located within the public right-of-way without Town Council approval of an exception.



HIGH PEDESTRIAN USE STREETSCAPE

- v. Street furniture, including streetlamps, benches and trash receptacles shall be provided in high pedestrian traffic areas (as determined at the time of site plan approval) to provide for safety and comfort, as well as to create an additional layer of detail within the overall environment of the neighborhood street. Street furniture may be placed between the curb and buildings, but shall not be located within the public right-of-way without Town Council approval of an exception. A consistent street furniture and streetlamp design shall be used throughout the Property.
- vi. Sidewalk widths may allow for small groupings of tables and chairs outside of restaurants as well as larger sidewalk cafes, provided a minimum six-foot wide unobstructed pedestrian path is maintained. Smaller areas of congregated public seating may be provided, particularly near major intersections or adjacent to open

space common areas, but shall not be located within the public right-of-way without Town Council approval of an exception.

vii. Two types of streets are defined in the development - Type A and B streets, which are described in Figure 6.1.

- a. Type A. Type A streets are the primary pedestrian-oriented streets and require a higher quality design environment and minimal accommodation of auto-oriented ancillary uses (driveways and parking) with respect to streetscape and building design.
- b. Type B. Type B streets form the secondary street network providing access to pedestrian oriented streets (Type A streets) and may accommodate automobile access to properties and uses.

2. Non-Residential Building Transitions A to B Facades: A Type A facade's general design must continue around a corner onto a Type B facade for at least 15 feet before transition to a new design on the Type B facade.
3. Maximum Facade Length: A single facade must incorporate design changes in the form of wall recesses or projections, building entries, columns, awnings, arcades, or similar architectural features that provide interest and variety at least every 80 feet along a Type A facade. These elements must project a minimum of two feet from the facade wall.
4. All building frontages along public and private streets (with the exception of alleys) shall break any flat, monolithic facades by including architectural elements such as bay windows, recessed entrances, or other articulations so as to provide pedestrian interest along the street level facade including discernible and architecturally appropriate features such as, but not limited to, porches, cornices, bases, fenestration, fluted masonry, bays, recesses, arcades, display windows, unique entry areas, plazas, courts, or other treatments to create visual interest, community character, and promote a sense of pedestrian scale. Expanses of blank walls exceeding 25 continuous feet are prohibited along all Type A streets and 40 continuous feet along all other streets except alleys. Examples of facade activation techniques are illustrated below.



5. Other Items.

- i. Franchise Utilities: No utility service connections, meters or other appurtenances attached to the building will be allowed on a Type A facade.

- ii. Stairways: Stairways (not including external steps leading into a building entry) shall be concealed from the street and placed within the building footprint (including parking garages).

6. Ground Floor Standards for Non-Residential

- i. Entrances should provide refuge from the elements by use of lobbies, canopies or awnings. Entrances to shops shall be distinguished from lobby entrances to upper floors.
- ii. Primary facades along Type A streets shall contain the main entrance of any principal building.
- iii. All principal buildings located on a Type A street shall also have doors, windows, and other architectural features facing that street. Nonresidential or mixed use corner buildings shall have at least one customer entrance facing each street or a corner entrance instead of two entrances.
- iv. Window display areas are required in the design of ground floor retail facades facing a street.
- v. An awning, canopy, arcade, overhang, or similar architectural feature is required above each street level window. The bottom of an awning must be placed at or below the top of the window.
- vi. The following standards apply to non-residential buildings in the MU-C and MU-N character zones: Primary facades along Type A streets shall contain the main entrance of any principal building. All vertical mixed use and nonresidential buildings shall have door openings spaced at no greater than 100 feet apart on the ground floor facing a Type A street, a plaza, a square, or another civic space.

7. Ground Floor Standards for Residential

- i. The ground floor elevation of residential buildings (rowhouse and townhome) shall be raised a minimum of two feet above the finished level of the public sidewalk/trail in front of the residential structures.

8. Exterior facades of a structured parking garage must comply with the following standards:

- i. Except for point(s) of ingress/egress, openings in the parking structure facade shall not exceed 60 percent of the total facade area for each level of parking and shall be designed in such a manner to screen headlights.
- ii. Facades along a street must incorporate a repeating pattern that includes color, texture, and/or material change. In addition, vertical elements shall be incorporated to the facade design in order to create a repeating pattern. This can be achieved through the use of projections or offsets. Parked vehicles on the first level of a parking garage that would otherwise be visible from outside of the garage shall be screened with a wall with a minimum height of 42 inches that utilizes design elements from the main building served by the parking structure.
- iii. Elevator and stair shafts shall be located internal to the garage.

9. In the MU-C character zone, a mixed use building that includes residential units shall provide internal climate-controlled corridors to access each residential unit.
10. In the MU-N character zone, at least 80 percent of street-facing multi-family ground level units shall have direct access from a sidewalk abutting a street.

SECTION 5: SIGNAGE

Signage shall comply with Chapter 86 of the Land Development Regulations except as modified in this Section 5. It is anticipated that the development will have multiple Comprehensive Sign Plans that will be approved as the development progresses.

Table 5.1: Signs Permitted by Character Zone

Sign Type	MU-C	MU-N	MU-T		
			NG	EN	MR
Monument Sign	✓ ¹	✓	✓	✓	✓
Multi-tenant Sign					✓
Wall Sign	✓	✓	✓ ²	✓	✓
Projecting Sign ³	✓	✓	✓	✓	
Hanging Sign ⁴	✓	✓	✓	✓	
Marquee Sign ⁵	✓	✓	✓	✓	✓
Awning Sign	✓	✓	✓	✓	
Canopy Sign	✓	✓	✓	✓	✓
Banner Sign	✓	✓	✓	✓	✓
Window Sign	✓	✓	✓	✓	✓
Sidewalk Sign ⁶	✓	✓	✓	✓	✓
Drive-Thru/Drive-In			✓	✓	✓
Neighborhood Entrance Sign		✓	✓		
Project Identification Sign					✓

Notes: ¹ Monument Signs in the Mixed-Use Core should be limited in number and shall be reviewed by the Architectural Review Board as to location, size, and design.

² Limited to Public Facilities

³ Sign, Projecting, means a sign, other than a wall or roof sign, that is attached to a rigid structure that extends more than 18 inches beyond the surface of the structure to which it is attached. A marquee sign is not considered a projecting sign.

⁴ Sign, Hanging, means a sign that is physically mounted to a building structure in such a manner that the sign is at or close to a 90-degree angle or is not flush against the wall from the face of the building.

⁵ Sign, Marquee, means a sign that is incorporated into a permanent roof-like structure constructed of permanent building materials that extends from the wall of a structure with no supports extending to the ground providing protection from the elements.

⁶ Sign, Sidewalk, means a temporary sign not anchored to the ground and

constructed in a manner, and of such materials, which permit it to be repositioned by an individual without mechanical aid.

5.1 Sign Types

1. Monument Sign

a. Description

- i. A freestanding sign that is placed on or supported by the ground, independent of the principal structure on the lot, designed with a monument base that is an integral part of the sign structure.

b. Special Standards

- i. Changeable Electronic Variable Message Signs may not exceed seventy-five (75) percent of the total sign area and is only allowed for those uses identified in Section 86-67(9) of the Land Development Regulations.
- ii. Sign area does not include the base or pedestal or address block.
- iii. Must be located a minimum of seventy-five (75) feet from an multi-tenant sign along the same thoroughfare.
- iv. Must be architecturally designed to be complimentary to the buildings within the development.
- v. Changeable Copy Signs are permitted.

Table 5.2: Monument Signs

	Single	Multi
Area Max (Square Feet)		
MU-C, MU-T: EN, MU-T: MR,	35	35
MU-T:NG, MU-T: N	50	75
Height Max (Feet)		
MU-C, MU-T: EN, MU-T: MR,	12	12
MU-T:NG, MU-T: N	12	12
Width Max (Feet)		
	15	25
Number of Signs		
Signs per Lot, Max	1	1
Setbacks and Spacing		
Property Lines, Min. (ft)	10	10
Spacing	40	60
Illumination		
Internal or External		
Vertical Clearance from Grade		
	N/A	N/A
Changeable Electronic Variable Message Signs		
Reference Section Below.		

2. Multi-tenant Sign

a. Description

- i. A freestanding sign used to identify a commercial development with two or more tenants.

b. Special Standards

- i. Must be located on a major thoroughfare.
- ii. Maximum of two (2) per anchor development.
- iii. Must be consistent in material and design of all monument signs within the development.
- iv. Must contain the name of the anchor development.

Table 5.3: Multi-tenant Signs

	Single	Multi
Area Max (Square Feet)		
MU-T: MR	75	100
Height Max (Feet)		
MU-T: MR	35	35
Width Max (Feet)		
	N/A	N/A
Number of Signs		
Signs per Lot, Max	2	2
Setbacks and Spacing		
Property Lines, Min. (ft)	10	10
Illumination		
Internal only		
Vertical Clearance from Grade		
	10	10
Changeable Electronic Variable Message Signs		
Reference Section Below.		

3. Wall Sign

a. Description

- i. A sign that is attached flat to or mounted away from, but parallel to, any exterior wall of a structure.

b. Special Standards

- i. Maximum distance between the wall and sign is eighteen (18) inches.
- ii. Multiple Wall Signs are permitted however, the total area must not exceed twenty-five (25) percent of the facade/wall area.
- iii. Changeable Copy Signs are permitted.
- iv. Roof Signs shall be treated as Wall Signs for the purpose of this subsection and shall be subject to the 25 percent total sign area limitation above, provided such sign shall not extend above the roof peak by more than six (6) feet and its area shall not exceed fifteen (15) percent of the exterior wall elevation over which the roof sign is oriented.

Table 5.4: Wall Signs

Total Wall Area Max (%)	
Individual Tenant Space	25
Height Max (%)	
Tenant Wall Height	75
Width Max (%)	

Individual Tenant Space	75
Number of Signs	
None	
Illumination	
Internal Only	
Vertical Clearance from Grade	
	N/A
Changeable Electronic Variable Message Signs	
Not Allowed	

4. Projecting Sign

a. Description

- i. A sign, other than a wall or roof sign, that is attached to a rigid structure that extends more than 18 inches beyond the surface. A marquee sign is not considered a projecting sign.

b. Specific Standards

- i. Projecting Signs shall not project more than two-thirds of the width of the abutting sidewalk.
- ii. If a Wall Sign is already permitted for the building, the Projecting Sign shall not exceed twenty-five (25) percent of the maximum allowable sign area for the facade.
- iii. Changeable Copy Signs are permitted.

Table 5.5: Projecting Signs

Area Max (Square Feet)	
Total Sign Area	35
Height Max (%)	
Tenant Wall Height	45
Width Max (Feet)	
	3
Number of Signs	
	1
Illumination	
Internal Only	
Vertical Clearance from Grade	
Min. (ft)	8
Changeable Electronic Variable Message Signs	
Not Allowed	

5. Hanging Sign

a. Description

- i. A two-sided sign that is physically mounted to a building structure in such a manner that the sign is at or close to a 90-degree angle or is not flush against the wall from the face of the building

b. Specific Standards

- i. Hanging Signs must be placed at least one (1) foot from the edge of any

awning or cover.

Table 5.6: Hanging Signs

Area Max (Square Feet)	
Total Sign Area	6
Number of Signs	
Signs per Tenant, Max	1
Illumination	
None	
Vertical Clearance from Grade	
Min. (ft)	8
Changeable Electronic Variable Message Signs	
Not Allowed	

6. Marquee Sign

a. Description

- i. A sign that is incorporated into a permanent roof-like structure constructed of permanent building materials that extends from the wall of a structure with no supports extending to the ground providing protection from the elements.

b. Special Standards

- i. Changeable Copy Signs are permitted.
- ii. Marquee Signs may only be permitted for movie or performance theatres, or building or project identification. A maximum of five marquee signs are permitted by right within the Property, with any additional marquee signs by comprehensive sign package approval.

Table 5.7: Marquee Signs

Total Wall Area Max (%)	
	50
Height Max (%)	
Height of Building	100
Height of sign above roofline (%)	50
Individual Tenant Space	75
Number of Signs	
Max, per Building	1
Setbacks and Spacing	
Setbacks	N/A
Illumination	
Internal or External	
Vertical Clearance from Grade	
Min. (ft)	10
Changeable Electronic Variable Message Signs	
Reference Section Below.	

7. Awning Sign

- a. Description
 - i. An Awning Sign is a sign printed on any of the surfaces of an awning.
- b. Special Standards
 - i. Awning Signs are only permitted on the first floor of a building, and are permitted in addition to wall signs on the same facade. If wall and awning signs are both used, the maximum total area of wall and awnings signs is 25% of the area of the facade.
 - ii. Lettering and logos may be located on both the valance and canopy of an awning.

Table 5.8: Awning Signs

Height of Awning Max (ft)	
	N/A
Width of Awning	
Individual Tenant Space Max (%)	75
Number of Signs	
Awning Signs per Building Face, Max	N/A
Awning Sign (%)	
Awning area max	25
Setbacks and Spacing	
Setbacks	N/A
Illumination	
Allowed under the awning to light sidewalk	
Vertical Clearance from Grade	
Min. (ft)	10
Changeable Electronic Variable Message Signs	
Not Allowed	

- 8. Canopy Sign
 - a. Description
 - i. A Canopy Sign is a sign attached above, below, or to the face of a canopy.
 - b. Special Standards
 - i. Canopy may be installed on building facades and shall count towards the maximum allowable Wall Sign area.
 - ii. Canopies shall comply with all applicable ordinances, including building codes.

Table 5.9: Canopy Signs

Total Area of Sign attached to Canopy	
Max (%) of canopy area	50
Max Canopy Height (ft)	
Canopy that contains signage	4
Max % of Facade Width	

Canopy that contains signage	75
Number of Signs per Tenant Face	
Max	1
Setbacks and Spacing	
Setbacks	N/A
Illumination	
Internal or External	
Vertical Clearance from Grade	
Min. (ft)	10
Changeable Electronic Variable Message Signs	
Not Allowed	

9. Banner Sign

a. Description

- i. A Banner Sign is a two-sided sign that is attached to buildings or light poles located outside of the public right-of-way and intended to be visible from the pedestrian realm.

b. Specific Standards

- i. A Banner Sign does not require a permit.
- ii. For banner signs that are attached to a building and that identify a tenant, the maximum area permitted is sixteen (16) square feet per face.
- iii. For banner signs attached to light poles, the maximum area permitted shall be nine (9) square feet per face.
- iv. Banner signs must be made of a suitable material to withstand weather and have the same image on both sides.
- v. Banner signs must be supported by projecting poles at the top and bottom of the sign so as to prevent excessive movement caused by wind.
- vi. Banner signs attached to light poles may be retail banners which identify retail tenants, district banners which identify the neighborhood or district in which it is located, special event or public announcement banners which identify events or pertain to matters occurring in or with regard to this mixed-use district or seasonal banners which identify general seasons or holidays

Table 5.10: Banner Signs

Area Max (Square Feet)	
Total Sign Area – Attached to Building	16
Total Sign Area – Attached to light poles	9
Height Max (Feet)	
	N/A

Width Max (Feet)	
	N/A
Number of Signs	
Per tenant or per light pole	1
Illumination	
None	
Vertical Clearance from Grade	
Min. (ft)	8
Changeable Electronic Variable Message Signs	
Not Allowed	

10. Window Sign

c. Description

- i. A Window Sign is generally painted, attached, etched or formed into a window, door or other translucent opening of a facade.

d. Special Standards

- i. Window Signs may only be permitted on the first floor of a building.
- ii. Displays located in a window such as mannequins are not considered window signs.

Table 5.11: Window Signs

Total Window Area Max (%)	
	25
Height Max (ft)	
	N/A
Width Max (ft)	
	N/A
Number of Signs	
Signs per Building Face, Max	N/A
Setbacks and Spacing	
Setback	N/A
Illumination	
Internal or External, neither projecting glare onto the sidewalk	
Vertical Clearance from Grade	
Min. (ft)	N/A
Changeable Electronic Variable Message Signs	
Not Allowed	
An 'Open' sign is exempt.	

11. Sidewalk Sign

a. Description

- i. A temporary sign not anchored to the ground and constructed in a manner, and of such materials, which permit it to be repositioned by an individual without mechanical aid.

b. Special Standards

- i. A Sidewalk Sign does not require a permit.
- ii. Sidewalk Signs must be placed directly in front of the premises that owns and is placing the sign within ten (10) feet of the building entry.
- iii. Sidewalk Signs must be removed when the business is closed.
- iv. Sidewalk Signs must allow for a minimum of four (4) feet of clearance as per ADA standards.
- v. Changeable Copy Signs are permitted.

Table 5.12: Sidewalk Signs

Area Max (sq ft) per side	
	6
Height Max (ft)	
	4
Width Max (%)	
	N/A
Number of Signs	
Signs per Business, Max	1
Setbacks and Spacing	
Setback	N/A
Illumination	
None	
Vertical Clearance from Grade	
	N/A
Changeable Electronic Variable Message Signs	
Not Allowed	

12. Drive-Thru or Drive-In Sign

a. Description

- i. A sign erected in conjunction with a use that incorporates a drive-thru or drive-in, placed adjacent to a drive-thru or drive-in parking space to be read by patrons in a vehicle.

b. Special Standards

- i. A drive-thru or drive-in sign can be Changeable Electronic Variable Message Sign.
- ii. A drive-thru or drive-in sign that engages a speaker or other form of audible communication between the vehicle and store shall conform to all noise and nuisance regulations of the Town of Flower Mound.

Table 5.13: Drive-Thru or Drive-In Signs

Area Max (Square Feet)	
Drive-Thru (Per Sign Face)	60
Drive-In (Per Sign Face)	9
Height Max (Feet)	
	6

Width Max (Feet)	
	N/A
Number of Signs	
Signs per Drive-Thru Lane, Max	2
Signs per Drive-in ordering station, Max (2-sided Allowed)	1
Setbacks and Spacing	
Setback	N/A
Illumination	
Internal or External	
Vertical Clearance from Grade	
	N/A
Changeable Electronic Variable Message Signs	
Allowed	

13. Neighborhood Entrance Sign

- a. Description
 - i. Large scale identification signs for the entrance into a neighborhood, located along a roadway, serving the neighborhood.
- b. Special Standards
 - i. The maximum height shall be fifteen (15) feet.

14. Project Identification Sign

- a. Description
 - i. Large scale identification signs for the development, located along major thoroughfares, serving the development.
- b. Special Standards
 - i. The maximum height shall be fifty (50) feet.
 - ii. A maximum of two per highway frontage along each side of the roadway.

15. Changeable Electronic Variable Message Sign. Changeable Electronic Variable Message Signs must meet all of the following requirements:

- a. Constructed such that the sign does not face, shine, or reflect light in any manner or angle into a property with any residential zoning designation or use.
- b. Maximum daytime lumens of 5,000; maximum nighttime lumens of 500.
- c. Provide a minimum display time for each static image of at least six (6) seconds.
- d. A static display with no animation, virtual movement, flashing or multimedia/video.

- e. No special effect transitions between each static display.
- f. No display of a solid white background.

Dimensional Calculations

1. Sign Area

- a. Sign area shall be calculated in square feet, and by means of the smallest square, circle, rectangle, or combination thereof that will encompass the sign face.
- b. Calculation of Area of Multifaceted Signs
 - i. The sign area for a sign with more than one face shall be calculated by adding together the area of all sign faces visible from any one point.

2. Sign Height

- a. Sign height shall be measured in linear feet. The overall height of a Freestanding Sign or other sign structure is measured from the lowest grade level within ten (10) feet of the base of the sign to the highest point of the Freestanding Sign or other sign structure.

3. Sign Width

- a. Sign width shall be measured in linear feet from the farthest outermost point on each side of a sign.

Exempt Signs

The following signs, if located on private real property with the consent of the property owner (unless otherwise stated) are exempt from regulation under this Subsection:

1. Public Signs

- a. Any public notice, warning or traffic control device required by federal, state or local law, regulation, or ordinance, including those on public property.

2. Signs on Properties in a State of Being for Sale or Lease

- a. Up to two (2) temporary signs not exceeding six square feet in area and three feet in height when posted in residential zoning districts, or temporary signs not exceeding 64 square feet in area and 12 feet in height when posted in other zoning districts, when posted during time periods when the property on which the signs are located is for sale or lease, and such signs do not remain more than seven (7) days after the property is sold or leased;

3. Signs on Properties in a State of Construction

- a. Up to two (2) temporary signs placed on construction sites not exceeding 64 square feet in area after approval of a site plan, and which do not remain erected for more than seven (7) days after the completion of the construction project.

4. Works of Art

- a. Works of art that constitute a regulated sign and are not permitted by applicable

sign regulations may be permitted with Town Council approval. No zoning amendment or amendment to this ordinance shall be required for the Town Council to grant such approval. All other works of art are permitted by right.

5. Holiday Lights

- a. Holiday lights and decorations with no commercial message.

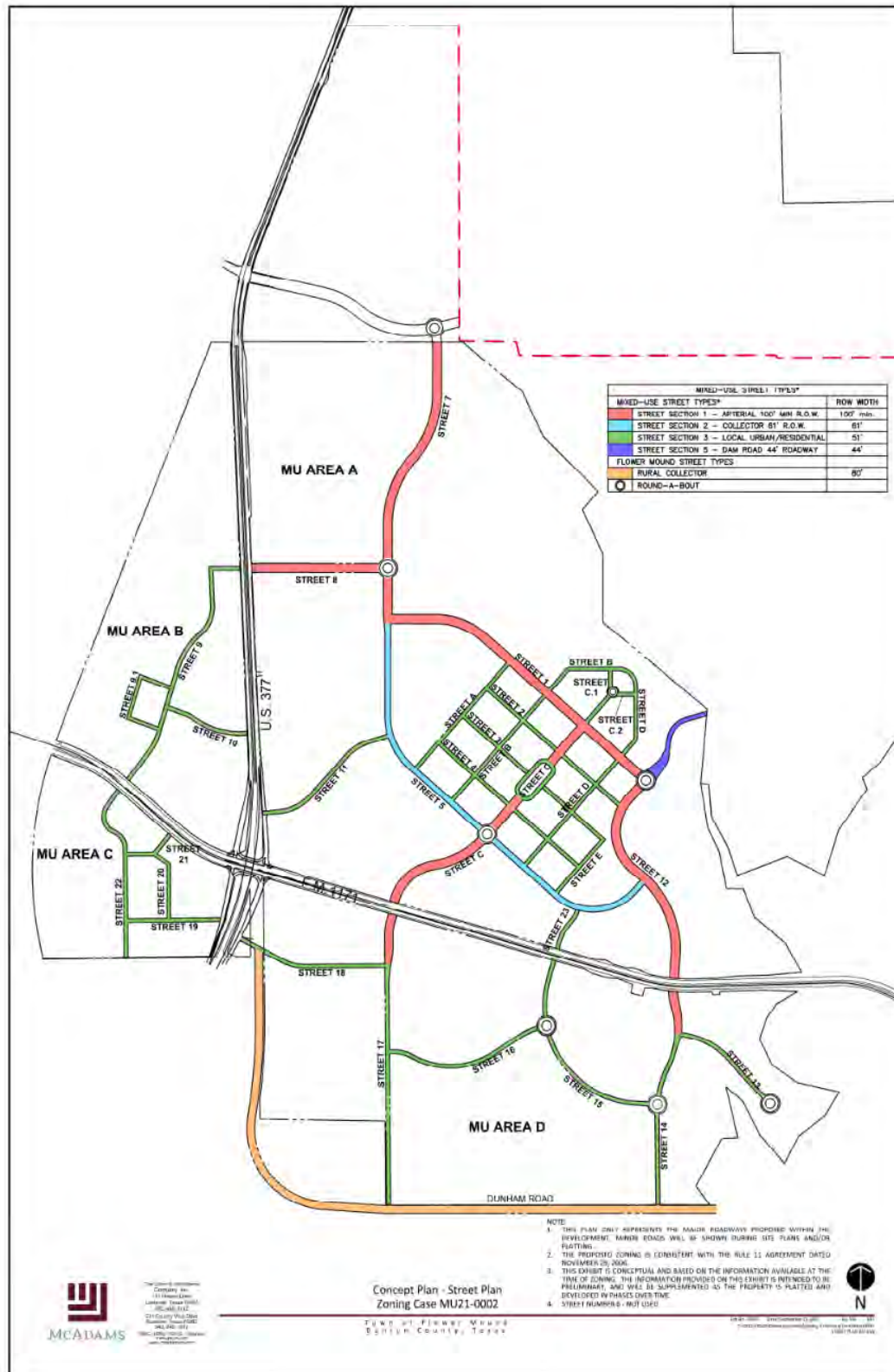
6. Incidental Signs

- a. Traffic-control signs on private property, such as stop, yield, and similar signs, the face of which meet Texas Manual on Uniform Traffic Control Devices standards and that contain no commercial message of any sort, and similar incidental signs related to internal traffic flow and that contain no commercial message of any sort.

7. Residential Signs (e.g., for sale signs, garage sale signs, and other residential sign types permitted by the Land Development Regulations in connection with residential dwelling units)

SECTION 6: STREETS

Figure 6.1: Street Types and Layout: This figure shows conceptual street types and layouts that will be finalized as the Property is platted in phases.



Enlarged table and notes from Figure 6.1:

MIXED-USE STREET TYPES*		
MIXED-USE STREET TYPES*		ROW WIDTH
	STREET SECTION 1 – ARTERIAL 100' MIN R.O.W.	100' min.
	STREET SECTION 2 – COLLECTOR 61' R.O.W.	61'
	STREET SECTION 3 – LOCAL URBAN/RESIDENTIAL	51'
	STREET SECTION 5 – DAM ROAD 44' ROADWAY	44'
FLOWER MOUND STREET TYPES		
	RURAL COLLECTOR	80'
	ROUND-A-BOUT	

NOTE:

1. THIS PLAN ONLY REPRESENTS THE MAJOR ROADWAYS PROPOSED WITHIN THE DEVELOPMENT, MINOR ROADS WILL BE SHOWN DURING SITE PLANS AND/OR PLATTING.
2. THE PROPOSED ZONING IS CONSISTENT WITH THE RULE 11 AGREEMENT DATED NOVEMBER 29, 2006.
3. THIS EXHIBIT IS CONCEPTUAL AND BASED ON THE INFORMATION AVAILABLE AT THE TIME OF ZONING. THE INFORMATION PROVIDED ON THIS EXHIBIT IS INTENDED TO BE PRELIMINARY, AND WILL BE SUPPLEMENTED AS THE PROPERTY IS PLATTED AND DEVELOPED IN PHASES OVER TIME.

Figure 6.2: This figure depicts Type A and Type B streets.

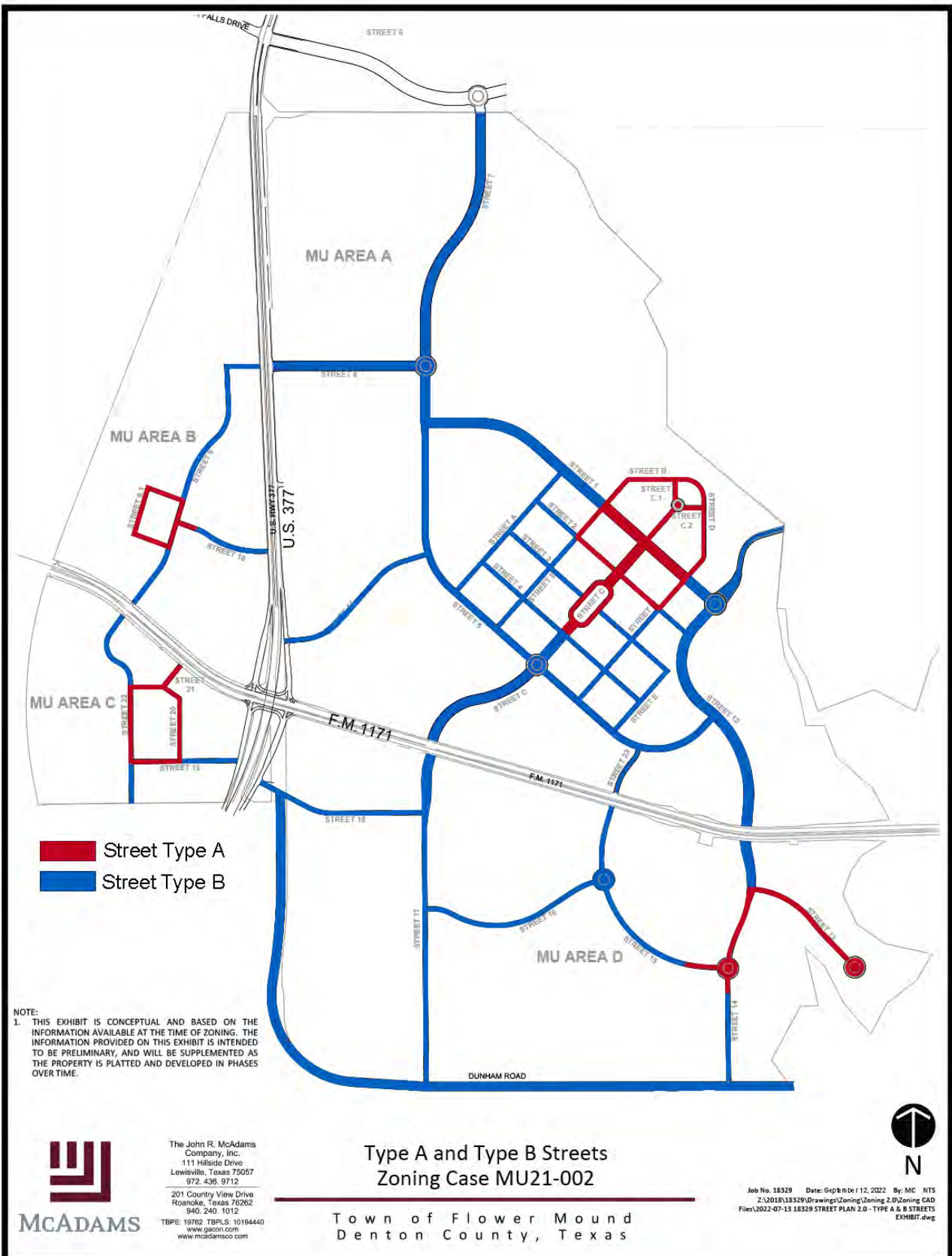


Figure 6.3: Street Sections: The street sections in this Figure 6.3 shall apply to the Property.

ARTERIAL STREET SECTIONS

STREET SECTION 1 ARTERIAL - MIN. 100' ROW

COLLECTOR STREET SECTIONS

STREET SECTION 2 COLLECTOR - 61' ROADWAY
RURAL COLLECTOR - 80' ROW

RESIDENTIAL STREET SECTIONS

STREET SECTION 3 LOCAL/URBAN RESIDENTIAL - MIN. 41' ROW

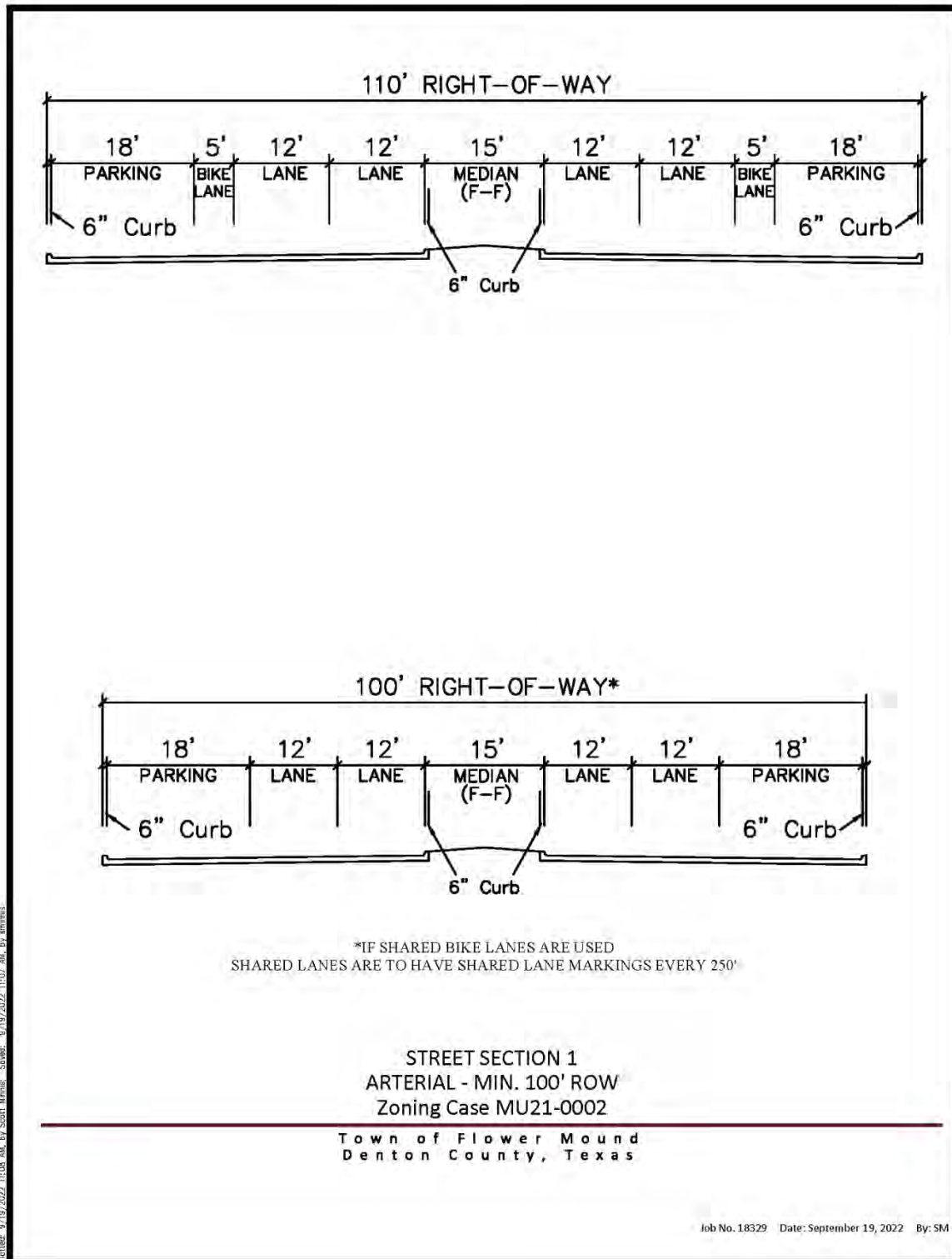
ALLEY SECTIONS

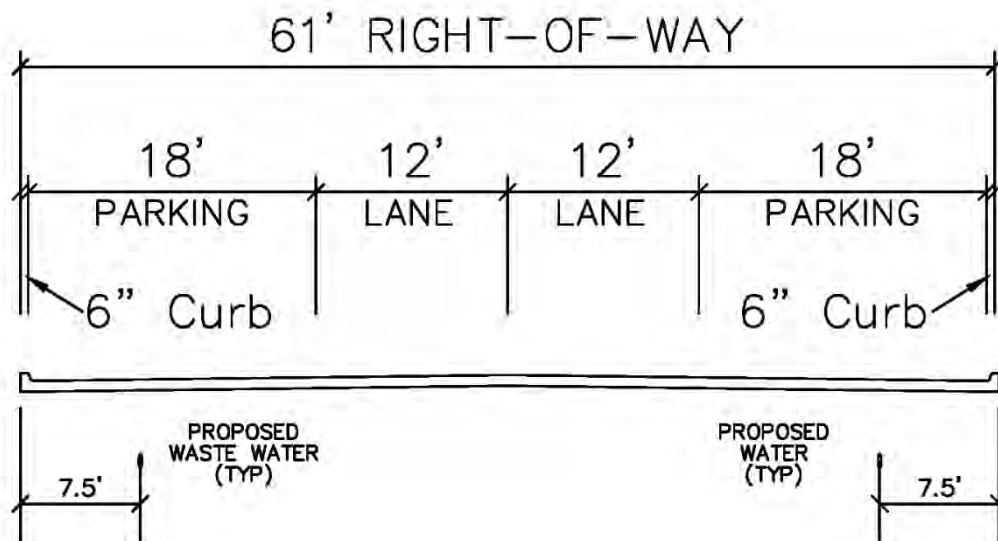
STREET SECTION 4 PRIVATE ALLEY SECTION

MISCELLANEOUS STREET SECTIONS

STREET SECTION 5 DAM ROAD - 44' ROADWAY

STREET SECTION
INDEX PAGE
Zoning Case MU21-0002Town of Flower Mound
Denton County, Texas





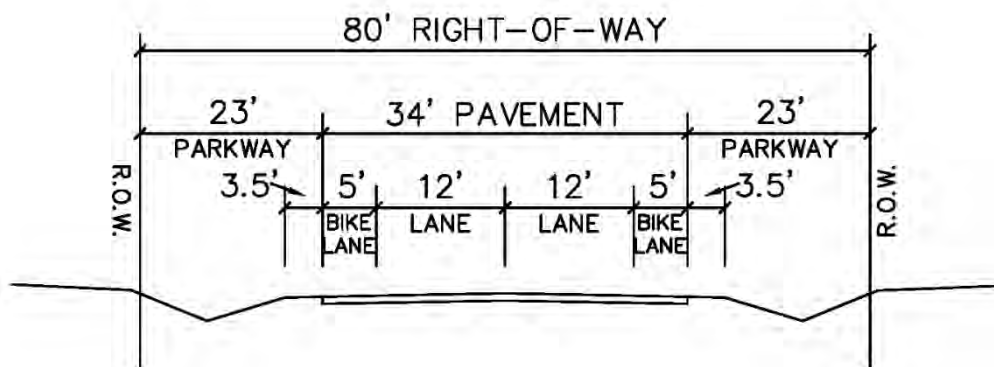
GENERAL NOTES

1. THIS STREET SECTION APPLIES TO ANGLED PARKING

STREET SECTION 2
COLLECTOR - 61' ROW
Zoning Case MU21-0002

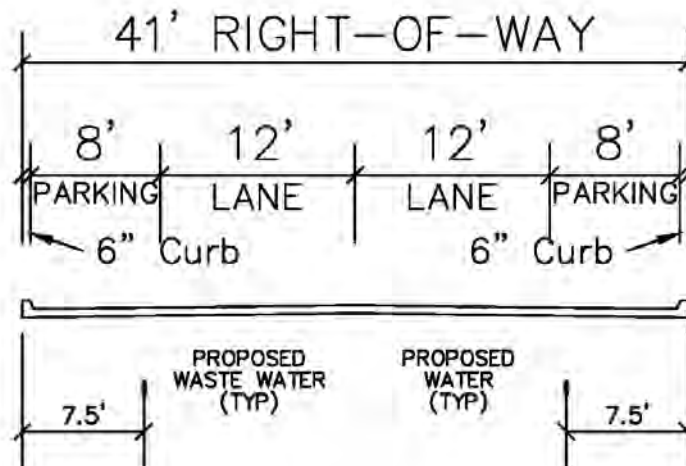
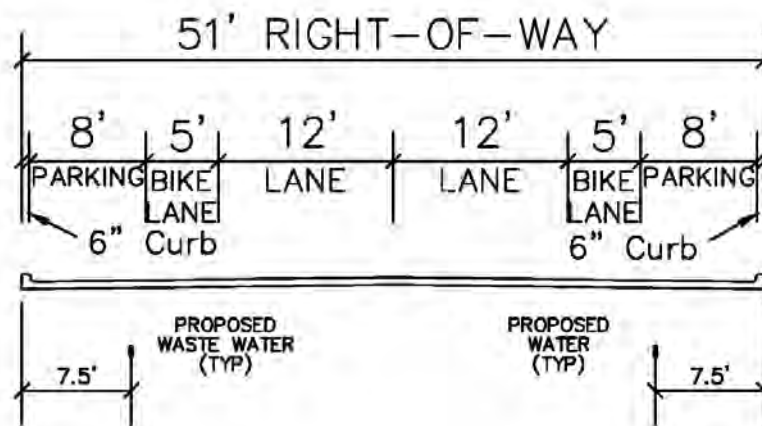
Town of Flower Mound
Denton County, Texas

File: Z:\0908\18329\Drawings\Collectors\Sheet 2.dwg
 Plotter: 9/19/2022 1:08 AM by Scott Morris - Served: 9/19/2022 11:07 AM by smorris



LOCAL - RURAL COLLECTOR
Zoning Case MU21-0002

Town of Flower Mound
Denton County, Texas

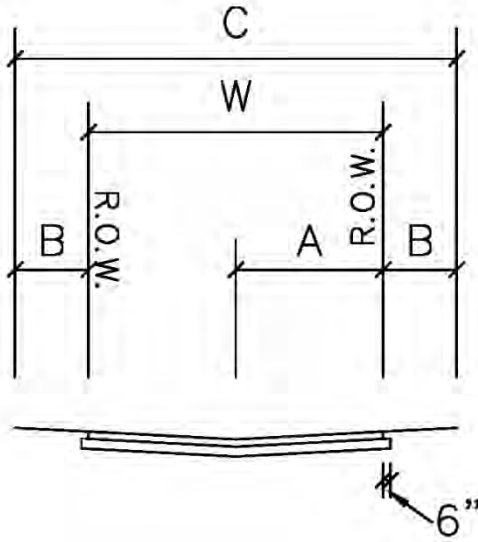


GENERAL NOTES

1. THIS STREET SECTION APPLIES TO PARALLEL PARKING

STREET SECTION 3
LOCAL/URBAN - MIN 41' ROADWAY
Zoning Case MU21-0002

Town of Flower Mound
Denton County, Texas

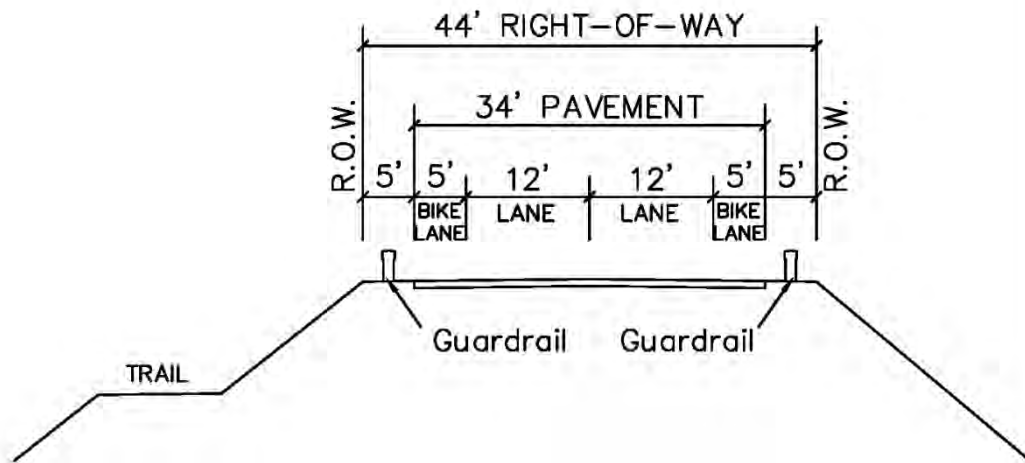


Alley Width (W)	A	B	X – Lot Width (C)
20'	10'	5'	30'

STREET SECTION 4
ALLEY - 20' ALLEY
Zoning Case MU21-0002

Town of Flower Mound
Denton County, Texas

File: 2-1000-18329-Drawings\CaseStudy\Case Study 201
Printed: 9/19/2022 1:08 AM by Scott Morris - Survey - 8/19/2022 11:07 AM by smm



STREET SECTION 5
DAM ROAD - 44' ROADWAY
Zoning Case MU21-0002

Town of Flower Mound
Denton County, Texas

SECTION 7: PARKING

Parking regulations shall comply with the following standards. The standards for off-street parking design and location are listed for each character zone.

7.1 General Requirements. Unless expressly identified and referenced within this section, the provisions of the Land Development Regulations applicable to property in a mixed use district shall apply.

7.1.1 Required parking may be provided off-site for nonresidential uses if located within 500 feet from the primary building entrance for the use to which the space is counted. Cross-access is permitted, and cross-access easements are not required to be recorded in the county deed records. Note that no parking space may be counted toward more than one set of parking requirements.

7.1.2 When 50 to 99 commercial parking spaces are required, at least one (1) electric vehicle parking space should be provided. When one hundred (100) or more parking spaces are required, at least two (2) electric vehicle parking spaces shall be provided. Electric parking stall may count towards the required minimum number of parking stalls.

7.1.3 When 50 to 99 parking spaces are required, at least two (2) rideshare vehicle parking spaces shall be provided. When one hundred (100) or more parking spaces are required, at least four (4) rideshare vehicle parking spaces shall be provided.

7.2 Schedule of Required Parking

The required parking ratios listed below apply. For uses not listed below, Section 82.74 of the Land Development Regulations apply.

Table 7.1: Parking Ratios. The parking ratios in this Table 7.1 are the exclusive regulations governing the number of parking spaces to be provided for the uses identified in this table, although shared parking and other parking provisions in this Section 7 shall also apply to these uses.

Use Type	Parking
General Office or Retail	1 space per 250 sq ft (1/250 sq ft)
Restaurant	1 space per 100 sq ft (1/100 sq ft)
Hotel	1 space per lodging room
Multi-family, live/work, residential lofts, multi-family 4-plex	1.5 spaces per unit for 1 and 2 bedroom units; 2 spaces per unit for 3 or more bedroom units; covered or enclosed parking spaces are permitted but not required
Residential other than multi-family	2 enclosed spaces per unit
Age Restricted	1.5 spaces per unit
Non-residential uses other than those listed above	Pursuant to the Land Development Regulations

7.3 Shared Parking

Shared parking for mixed-use is encouraged and is not required to be located on the same lot as the principal use, provided that no off-site parking space is located more than 500 feet from the entrance to the principal use to which the space is counted. The following table lists the required parking ratios for shared parking.

Table 7.2: Shared Parking Ratios

	Weekday		Weekend		Night
Use	Daytime 6 a.m. - 6 p.m.	Evening 6 p.m. - midnight	Daytime 6 a.m. - 6 p.m.	Evening 6 p.m. midnight	Midnight - 6 a.m.
General or professional office	100%	10%	10%	5%	5%
Laboratory, medical or dental office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%
Multi-family, live/work, residential lofts, multi-family 4-plex	60%	100%	60%	100%	100%
Residential, other than multi-family	100%	100%	100%	100%	100%

7.4 Parking Requirements for the MU-T: EN, MU-T: MR, and MU-T: NG Character Zones

1. MU-T: NG

a. Location and design of off-street parking

- i. Off-street parking areas shall be designed in accordance with Section 82-79 of the Land Development Regulations (Residential Parking Area Design).
- ii. All residential lots that are less than 60 feet in width shall have garages accessed from alleys. All lots 60 feet and wider may have front loaded garages.
- iii. Bicycle parking shall be provided for each nonresidential use at a rate of five percent of the off-street automobile parking spaces required for the use the bicycle parking will serve, not to exceed a total of ten bicycle parking spaces. Bicycle parking shall be visible from streets or parking lots. Bicycle parking is not required to be located on the same platted lot

as the use it serves, but shall be located within 400 feet of the lot containing the use it serves.

2. MU-T: EN and MU-T: MR

a. Location and design of off-street parking

- i. A maximum of 50 percent of the blockface frontage on a Type B street and 25 percent on a Type A street may be used for parking. No such parking limitation shall apply if a blockface contains a building that is oriented on an environmental feature or open space. The parking limitations also do not apply along FM 1171 or US 377.
- ii. Structured parking is permitted.
- iii. Any off-street surface parking area located adjacent to a street or a residential use shall be screened in accordance with Section 10.
- iv. Bicycle parking shall be provided for each nonresidential use at a rate of five percent of the off-street automobile parking spaces required for the use the bicycle parking will serve, not to exceed a total of ten bicycle parking spaces. Bicycle parking shall be visible from streets or parking lots. Bicycle parking is not required to be located on the same platted lot as the use it serves, but shall be located within 400 feet of the lot containing the use it serves. Bicycle parking shall not be located within the public ROW.
- v. All residential lots that are less than 60 feet in width shall have garages accessed from alleys. All lots 60 feet and wider may have front loaded garages.
- vi. Off-street parking shall be subject to Article III, Off Street Parking and Loading, of the Land Development Regulations unless otherwise specified in this ordinance.

7.5 Parking Requirements for MU-C and MU-N Character Zones

a. Location and design of off-street parking

- i. A maximum of 25 percent of the blockface frontage on a Type A street may be used for parking. A maximum of 50 percent of the blockface frontage on a Type B street may be used for parking. Parking is not permitted within 25 feet of a block corner.
- ii. In the MU-C character zone, structured parking is required for a mixed use building with residential uses on upper floors and stand-alone multi-family buildings.
- iii. Off-street parking shall be located internal to blocks except as provided for in this ordinance.
- iv. In the MU-N character zone, required parking not provided in a structured parking garage shall be located within the block interior and may be provided in a private driveway or an easement.

- v. In the MU-N character zone, multi-family units shall be served by one or more of the following: structured parking, tuck-under parking, or surface parking, the location and screening of which are governed by this ordinance.
- vi. Any off-street surface parking area located adjacent to a street or a residential use shall be screened in the form of a landscape fence which is at least four (4') in height with approximately 80 percent or more opacity at the time of planting. A landscape fence is a fence consisting of tubular steel, wrought iron, or masonry accompanied by evergreen landscaping.
- vii. A surface parking lot may not be adjacent to a street intersection or square, or occupy a lot that terminates a street vista.
- vii. Bicycle parking shall be provided for each nonresidential use at a rate of five percent of the off-street automobile parking spaces required for the use the bicycle parking will serve, not to exceed a total of ten bicycle parking spaces. Bicycle parking shall be visible from streets or parking lots. Bicycle parking is not required to be located on the same platted lot as the use it serves, but shall be located within 400 feet of the lot containing the use it serves. Bicycle parking shall not be located within the public ROW.
- viii. All residential lots that are less than 60 feet in width shall have off-street parking and/or garages accessed from alleys. All lots 60 feet and wider may have front loaded garages.
- ix. Parking garages may be used to meet the parking requirements provided they do not occupy more than 25% of any A street frontage per block, or 50% of any B street frontage per block. The facades may exceed this frontage limit if the facade of the structure matches the adjacent habitable structures or the two lowest levels of parking are designed to appear as a single ground floor story. Ground floor facades are required to provide architectural detail as the adjacent building(s) it serves. The architectural detail of the upper floors shall follow the design character as provided on the ground floor.
- x. All structured parking shall be lined by active uses along the entire ground floor frontage of all Type A streets. All structured parking shall be lined by active uses along a minimum of 50 percent of all Type B streets (with the exception of arterials in MU-T: MR areas, highways, and alleys).
- xi. Driveways into structured parking garages shall be from alleys or Type B streets as established in the development plan.

7.6 Parking Analysis

The following table is a preliminary assumption of parking required based on anticipated uses. Specific parking for any site within the development will be provided at the time of site plan and/or plat.

Table 7.3: Projected Parking Summary. This table is a projection of uses used for planning purposes, and is not intended to serve as a minimum or maximum level of development for any particular use.

	Retail (SF)	Restaurant/Entertainment (SF)	Office/Corporate Campus (SF)	Office Medical (SF)	*Hospital (Rooms)	School (Classroom)
Capacity per Concept Plan	1,728,455	454,838	4,174,470	330,400	125	120
Required Parking	6,914	4548	16,698	1,101	84	0

	Hotel (Rooms)	Multi- family (Units)	**Civic Uses	Single Family Residential Units	Parking Garages	Total Require d Parking
Capacity per Concept Plan	573	6,000	273,600	3,000	5,551	
Required Parking	573	9,000	577	6,000	0	45,495

Table 7.4: Projected Shared Parking Summary

	SCHEDULE OF MIXED USE PARKING				
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight -6A
Office-General	16,698	1,670	1,670	835	835
Office-Medical	1,102	111	111	56	56
Hospital	84	84	84	84	84
Retail	3,457	6,223	6,914	4,840	346
Restaurant	2,275	4,549	4,549	4,549	455
Hotel	402	402	402	402	402
Multi-Family	9,000	9,000	9,000	9,000	9,000
Single Family Residential	6,000	6,000	6,000	6,000	6,000
Totals	39,018	28,039	28,730	25,766	17,178

Note: Required parking shown on these tables is based on preliminary assumptions of land use at full build out. These assumptions of land uses and parking at full build out are preliminary and non-binding.

7.7 Covered Parking

Covered parking is permitted. Carport structures shall be of the same color as the main structure and shall incorporate vertical support elements faced in brick or stone to a height of four feet consistent with the building material of the main structure.

7.8 Parking Dimensions

Parking dimensions shall be subject to Article III, Off Street Parking and Loading, of the Land Development Regulations unless otherwise specified in this ordinance.

- a. The minimum required dimensions of parking spaces and aisles, if any, shall be as indicated in this Section 6. Minimum parking space dimensions shall comply with Section 82-77 of the Land Development Regulations (Parking Space and Aisle Dimensions).
- b. On-Street Parking: Section 82-78 of the Land Development Regulations (Parking Area Design) shall not apply to on-street parking.
- c. Parking Structures. The dimensions of parking spaces located in parking structures shall be as follows:
 - i. Nine feet by eighteen feet, where each vehicle storage space, shall be counted as a parking space, provided that such space accommodates a vehicle.
- d. On-Street Parking. The dimensions of parallel parking spaces located on streets shall be a minimum of 8 feet by 23 feet unless otherwise indicated.

- e. **Parking Access Aisles.** Parking access aisles that are not also fire lanes shall have these widths:
 - i. two (2) lanes (two-way traffic) a minimum width of twelve feet (12') each for ninety degree (90°) parking configurations; and
 - ii. not less than a minimum width of twenty-two feet (22') for head-in, one-way parking and eighteen feet (18') for angled, one-way parking.

7.8 Multi-family 4-Plex

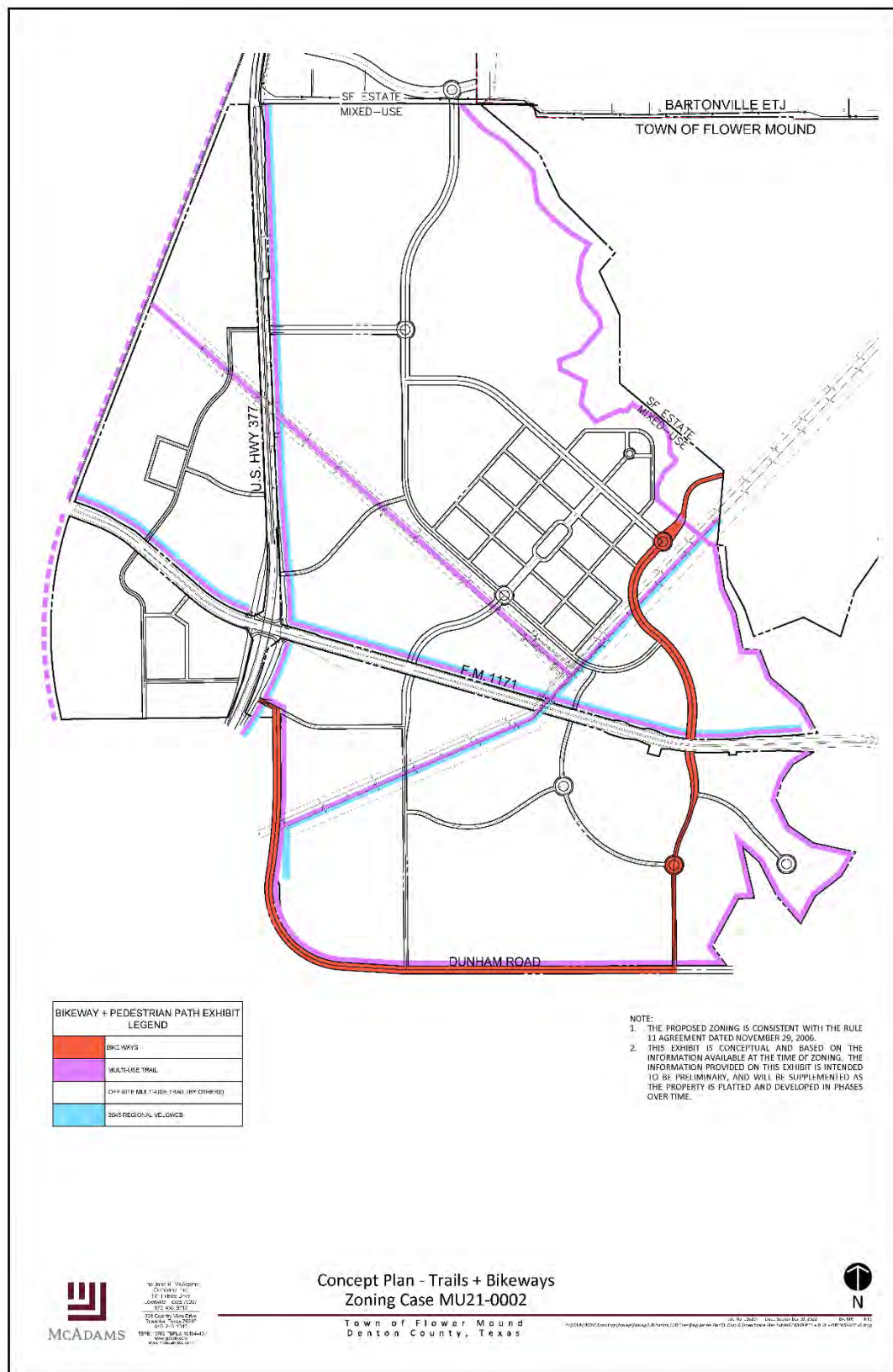
Each 4-plex unit must include garage parking accessed through an alley.

SECTION 8: PEDESTRIAN AND BIKE PATHS

Pedestrian and bike paths shall be provided as generally shown on Figure 8.1, which is consistent with the 2022 Bikeways and Trails Master Plan adopted by the Town. The pedestrian and bike paths shown on Figure 8.1 are the exclusive pedestrian and bike paths required for the Property, and shall be constructed in phases as the project is developed in phases. Notwithstanding the foregoing, at the time of the first site plan or plat approval for any portion of the Property, the applicant may elect, for the entire Property, to follow the trail master plan in effect on November 29, 2006 or the 2022 Bikeways and Trails Master Plan as reflected in Figure 8.1.

On Figure 8.1, bike lanes shown in red will be located outside of the vehicle travel lanes.

Figure 8.1: Illustrative Trails Plan



Enlarged notes and table from Figure 8.1

BIKEWAY + PEDESTRIAN PATH EXHIBIT LEGEND	
	BIKE WAYS
	MULTI-USE TRAIL
	OFF SITE MULTI-USE TRAIL (BY OTHERS)
	2045 REGIONAL VELOWEB

NOTE:

1. THE PROPOSED ZONING IS CONSISTENT WITH THE RULE 11 AGREEMENT DATED NOVEMBER 29, 2006.
2. THIS EXHIBIT IS CONCEPTUAL AND BASED ON THE INFORMATION AVAILABLE AT THE TIME OF ZONING. THE INFORMATION PROVIDED ON THIS EXHIBIT IS INTENDED TO BE PRELIMINARY, AND WILL BE SUPPLEMENTED AS THE PROPERTY IS PLATTED AND DEVELOPED IN PHASES OVER TIME.

SECTION 9: CIVIC AND OPEN SPACE PLAN

Table 9.1 This table describes the estimated open space or civic space acres at full buildout within each character zone and the minimum gross area of open space or civic space within the Property at full buildout.

Open/Civic Space	MU-C	MU-N	MU-T		
			NG	EN	MR
Area A Estimated Acres	2.0	5.6	11.7	24.5	13.2
Area B Estimated Acres	0.1	4.9	3.7	0	2.3
Area C Estimated Acres	0.8	0.7	2.5	0	2.3
Area D Estimated Acres	2.2	8.2	6.4	1.6	15.2
Overall open/civic space allocations shall be a minimum of ten percent of the gross area of the Property and shall be distributed appropriately between the mixed use components. The location and design of appropriate open spaces shall be based on this Section 9.					

Figure 9.1 below is a preliminary, conceptual layout of civic and open space areas within the Property to illustrate the contemplated open space within the Property at full build out (as set forth on the first table under Table 3.4). Civic and open spaces shall be provided in phases as the mixed use district is developed based on the amount of open space required. Exact locations of all park, civic and open spaces will be finalized at the time of platting.

Figure 9.1: Illustrative Open Space Plan.



Enlarged notes from Figure 9.1.

NOTE:

1. THE PROPOSED ZONING IS CONSISTENT WITH THE RULE 11 AGREEMENT DATED NOVEMBER 29, 2006.
2. THE TOTAL MIXED-USE ACREAGE INCLUDES THE LAND SWAP PROPERTY AND SURPLUS TXDOT RIGHT-OF-WAY.
3. THIS EXHIBIT IS CONCEPTUAL AND BASED ON THE INFORMATION AVAILABLE AT THE TIME OF ZONING. THE INFORMATION PROVIDED ON THIS EXHIBIT IS INTENDED TO BE PRELIMINARY, AND WILL BE SUPPLEMENTED AS THE PROPERTY IS PLATTED AND DEVELOPED IN PHASES OVER TIME.

Table 9.2: Open Space per Phase

The following phasing is conceptual and subject to change by the applicant at the time of platting. Actual open space requirements are determined as stated above in this Section 9.

Mixed-Use Open Space Acreage per Phase	
Phase	Acreage
Phase 1	29.31
Phase 2	9.15
Phase 3	23.89
Phase 4	45.67
Total	±108.02

Table 9.3: Open Space Design. The tables below supplement Figure 9.1 and describe the elements of certain individual open spaces shown on Figure 9.1, which are to be provided in phases as the Property is platted in phases based on applicable open space requirements.

Residential Lake District

Item		Standard	Required	Optional
1	Park Description	Located at the heart of the Property, the residential side of the Lake District offers various amenities to residents and visitors. Facilities and other one-of-a-kind lakeside features give this park numerous opportunities for the community to experience, while incorporating natural surroundings.		
2	Classification	Natural Area/Park		
3	Minimum Size	16.01 acres		
5	Landscape	This Natural Area/Park may consist of natural grasses, groupings of new and existing trees that are only manicured when affecting the users experience. Entryways and structures within the preserve may have manicured landscape.	X	
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Pedestrian Bridges, Boardwalks, Piers, Boulders, Railing and Fencing.	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout that give users access to any structures, and will connect to the Multi-Use trail as shown on the Trails Map.	X	
8	Structures	May include: Shade Structures, Pavilions, Fire-pits, Playgrounds, Pools, other Aquatic elements, and a constructed waterfall.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Detachable Tables and Chairs, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.	X	
10	Lighting	Pedestrian Lighting may be provided to ensure user safety. Low voltage accent lighting may be provided where appropriate.	X	
11	Signage	May include: Monument, Educational, Wayfinding, and User Safety signage.	X	
12	Other features	May include: Water features, Educational areas, and Wildlife Viewing areas.		X



The Trailhead

Item		Standard	Required	Optional
1	Park Description	The Trailhead is a unique location found within the development, connecting people through trails, activities, and other special elements.		
2	Classification	Natural Area/Park		
3	Minimum Size	6.31 acres		
5	Landscape	The Natural Area/Park may consist of natural grasses, groupings of new and existing trees that are only manicured when affecting the users experience, manicured lawns, and may incorporate a planting scheme that will be maintained and irrigated regularly. Entryways and structures within the natural area may have manicured landscape.	X	
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Pedestrian Bridges, Boardwalks, Piers, Railing, and Fencing.	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Park that give users access to any structures, and will connect to the Multi-Use, Veloweb, and Off-Site Equestrian trail as shown on the Trails Map.	X	
8	Structures	May include: Shade Structures, Pavilions, Fire-pits, Playgrounds, and Dog-Play equipment.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Detachable Tables and Chairs, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.	X	
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety. Additional accent lighting may be used in higher traffic areas.	X	
11	Signage	May include: Monument, Educational, Wayfinding, and User Safety signage.	X	
12	Other features	May include: Dog Park, Wildlife Viewing areas, and Water Bodies.		X



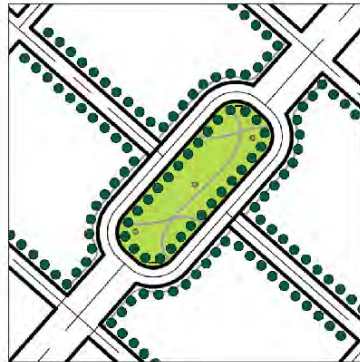
Roadrunner Trail

Item		Standard	Required	Optional
1	Park Description	Roadrunner Trail is a large park that runs underneath overhead powerlines, connecting pedestrians from north to south and east to west across the development, being an ideal location for avid walkers and joggers.		
2	Classification	Natural Area/Park		
3	Minimum Size	21.90 acres		
5	Landscape	This Natural Area/Park may consist of natural grasses, groupings of new and existing trees that are only manicured when affecting the users experience. There shall be no canopy trees underneath the easement Entryways and structures within the preserve may have manicured landscape.	X	
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Pedestrian Bridges, Railing, and Fencing.	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Park and Natural Area that give users access to any structures, and will connect to the Multi-Use and Veloweb trails as shown on the Trails Map.	X	
8	Structures	May include: Shade Structures, Playgrounds, and Workout equipment.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Detachable Tables and Chairs, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.		X
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety.		X
11	Signage	May include: Monument, Educational, Wayfinding, and User Safety signage.	X	
12	Other features	May include: Educational areas and Wildlife Viewing areas.		X



The Commons

Item	Standard	Required	Optional
1	Park Description	The Commons is a unique park located in the center of the Village Core and resembles a sculpture garden. This space gives pedestrians a connection with nature in an urban surrounding.	
2	Classification	Square	
3	Minimum Size	0.94 acres	
5	Landscape	The Square may consist of manicured lawns, new canopy and ornamental trees, existing trees, and incorporate a planting scheme that will be maintained and irrigated regularly.	X
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Railing, and Fencing.	X
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Square that give users access to any structures.	X
8	Structures	May include: Shade Structures, Pavilion, Playground, and Sculptures.	X
9	Site Furnishings	May include: Benches, Picnic Tables, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.	X
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety. Additional accent lighting may be used around sculptures.	X
11	Signage	May include: Monument, Educational, and Wayfinding signage.	X
12	Other features	May include: Water features	X



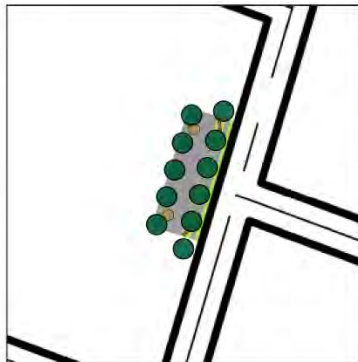
Arrowhead Park

Item		Standard	Required	Optional
1	Park Description	Arrowhead Park is a high traffic area that allows users to engage in the exciting atmosphere of the Village Core while enjoying open space and landscape features.		
2	Classification	Green		
3	Minimum Size	0.63 acres		
5	Landscape	The Green may consist of manicured lawns, new canopy and ornamental trees, existing trees, and incorporate a planting scheme that will be maintained and irrigated regularly.	X	
6	Hardscape	May include: Minimum 4 ft wide Sidewalks and Enhanced Paving	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Square that give users access to any structures.		X
8	Structures	May include: Shade Structures, Pavilion, Playground, and Splash-pad.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Detachable Tables and Chairs, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.	X	
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety. Additional accent lighting may be used in higher traffic areas.	X	
11	Signage	May include: Monument, Educational, and Wayfinding signage.	X	
12	Other features	May include: Water features		X



Micro Park

Item		Standard	Required	Optional
1	Park Description	The Micro Park is a unique park located at the entrance of a Core and is an space that encourages pedestrians to gather together outdoors.		
2	Classification	Plaza		
3	Minimum Size	0.10 acres		
5	Landscape	The Plaza may consist of open lawn, landscape beds, planters, new canopy and ornamental trees, the use of tree grates, and incorporates a planting scheme that will be maintained and irrigated regularly.	X	
6	Hardscape	May include: Minimum 4 ft Sidewalks and Enhanced Paving.	X	
7	Trails	All areas within the Plaza are intended to act as pedestrian pathways, at a minimum of 8ft wide.		X
8	Structures	May include: Shade Structures, Amphitheater, Splash-pads, and Sculptures.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Detachable Tables and Chairs, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.	X	
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety. Additional accent lighting may be used in higher traffic areas.	X	
11	Signage	May include: Monument, Educational, and Wayfinding signage.		X
12	Other features	May include: Water features		X



The Natural Corridor

Item	Standard	Required	Optional
1	Park Description	The Natural Corridor is large area that wraps around the southeast developments, offering pedestrians to engage in the natural preserved areas.	
2	Classification	Natural Area	
3	Minimum Size	1528 acres	
5	Landscape	The Natural Area may consist of natural grasses, groupings of new and existing trees that are only manicured when affecting the users experience. Entryways and structures within the natural area may have manicured landscape.	X
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Pedestrian Bridges, Boardwalks, and Piers.	X
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Natural Area that give users access to any structures.	X
8	Structures	May include: Shade Structures, Pavilions, and Playgrounds.	X
9	Site Furnishings	May include: Benches, Picnic Tables, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.	X
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety.	X
11	Signage	May include: Monument, Educational, and Wayfinding signage.	X
12	Other features	May include: Water Bodies and Wildlife Viewing areas	X



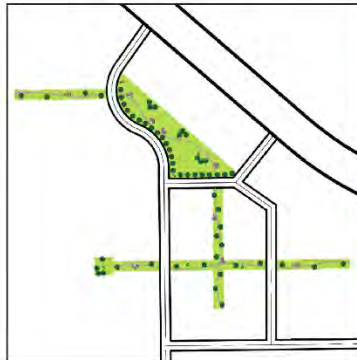
Scissortail Trail

Item		Standard	Required	Optional
1	Park Description	Scissortail trail is a natural park that runs underneath overhead powerlines, connecting pedestrians to the Roadrunner trail.		
2	Classification	Natural Area/Park		
3	Minimum Size	10.22 acres		
5	Landscape	This Natural Area/Park may consist of natural grasses, groupings of new and existing trees that are only manicured when affecting the users experience. There shall be no canopy trees underneath the easement Entryways and structures within the preserve may have manicured landscape.	X	
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Pedestrian Bridges, Railing, and Fencing.	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Park and Natural Area that give users access to any structures, and will connect to the Multi-Use and Veloweb trails as shown on the Trails Map.	X	
8	Structures	May include: Shade Structures, Playgrounds, and Workout equipment.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Detachable Tables and Chairs, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.		X
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety.	X	
11	Signage	May include: Monument, Educational, Wayfinding, and User Safety signage.	X	
12	Other features	May include:		X



The Crossing

Item		Standard	Required	Optional
1	Park Description	The Crossing is a high traffic area that allows users to engage in the exciting atmosphere of a Core while enjoying open space and landscape features.		
2	Classification	Plaza/Green		
3	Minimum Size	2.62 acres		
5	Landscape	This Plaza/Green may consist of manicured lawns, new canopy and ornamental trees, existing trees, and incorporate a planting scheme that will be maintained and irrigated regularly.	X	
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Railing, and Fencing.	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Square that give users access to any structures.		X
8	Structures	May include: Shade Structures, Pavilion, Playground, and Sculptures.	X	
9	Site Furnishings	May include: Benches, Picnic Tables, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.	X	
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety. Additional accent lighting may be used around sculptures.	X	
11	Signage	May include: Monument, Educational, and Wayfinding signage.		X
12	Other features	May include: Water features		X



Cardinal Trail

Item		Standard	Required	Optional
1	Park Description	Cardinal Trail is a natural park that runs underneath overhead powerlines, connecting pedestrians to the Roadrunner trail.		
2	Classification	Natural Area/Park		
3	Minimum Size	998 acres		
5	Landscape	This Natural Area/Park may consist of natural grasses, groupings of new and existing trees that are only manicured when affecting the users experience. There shall be no canopy trees underneath the easement. Entryways and structures within the preserve may have manicured landscape.	X	
6	Hardscape	May include: Minimum 4 ft wide Sidewalks, Enhanced Paving, Pedestrian Bridges, Railing, and Fencing.	X	
7	Trails	Paved and natural pedestrian trails, at a minimum of 8 ft wide, may be provided throughout the Park and Natural Area that give users access to any structures, and will connect to the Multi-Use and Veloweb trails as shown on the Trails Map.	X	
8	Structures	May include: Shade Structures, Playgrounds, and Workout equipment.		X
9	Site Furnishings	May include: Benches, Picnic Tables, Detachable Tables and Chairs, Trash Receptacles, Bollards, Pet Waste Stations, Bike Racks, and other seating structures.		X
10	Lighting	Low voltage, pedestrian lighting may be provided to ensure user safety.	X	
11	Signage	May include: Monument, Educational, Wayfinding, and User Safety signage.	X	
12	Other features	May include:		X



SECTION 10: LANDSCAPING AND SCREENING

10.1 Applicable Landscaping and Tree Requirements

The provisions of this Section 10 constitute the exclusive landscaping requirements for the Property. Article V (Landscaping and Screening) of Chapter 82 of the Land Development Regulations, as modified by this Section 10, shall apply to all development (excluding the development of single family detached residences) only to the extent that it sets forth requirements for landscaping maintenance, irrigation, landscape plan approval, and other administrative matters related to landscaping, and this Section 10 sets forth the exclusive requirements for areas within this Property that must be landscaped. Single family detached lots shall be landscaped in accordance with Section 94-65 of the Land Development Regulations, and the provisions of this Section 10 shall not otherwise apply to such residences. Multi-family 4-plex development shall be governed by the landscaping requirements applicable to single family detached lots. No buffers shall be required within the Property unless they are required by the standards below in this Section 10. Required landscaping shall comply with Section 94-66 of the Land Development Regulations (Approved Tree Planting Lists) or shall be otherwise approved by the Town manager or his or her designee, and excess landscaping shall not be required to comply with such requirements. Section 94-67 of the Land Development Regulations (Limit on Credit for Preservation of Existing or Established Trees) shall apply.

10.2 Landscaping Elements

Preference shall be given to native tree species, and the majority of trees planted within a platted lot or subdivision phase shall be a native species. Landscape plans for nonresidential and mixed use platted lot or subdivision phase shall incorporate the use of one or more water conservation methods and drought tolerant plant material, although not all plant material is required to be drought tolerant. Water conservation methods may include, but are not limited to, planting of native and drought tolerant plant material, use of drip irrigation, limiting turf grass areas, utilizing mulches in landscape beds to maintain moisture content, reuse of grey water, and capture of rainwater for irrigation.

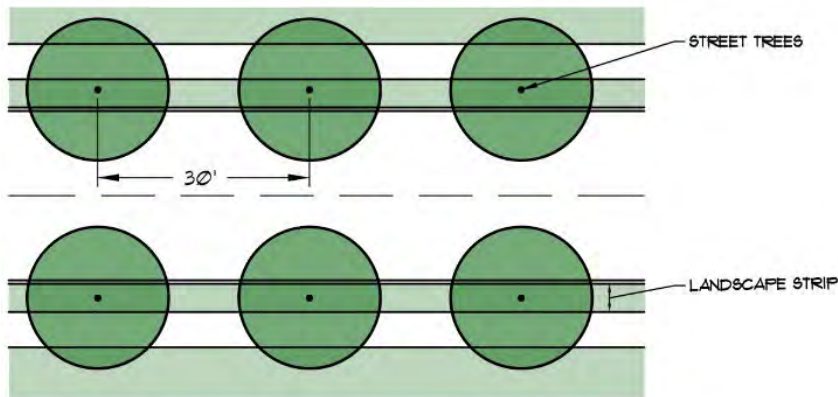
10.3 Street Trees

A street tree is a tree or group of trees that line the edge of a street or roadway and includes trees inside or outside of the right-of-way. Street trees shall have an average spacing of 30 feet on-center, and shall be installed in phases as lots are developed with buildings adjacent to the street. Street trees shall be a minimum of three-inch caliper. Trees may be planted in groves or clusters, and may be linear or curvilinear in nature. Street tree spacing may vary to accommodate utilities, driveways, and other impediments within the right-of-way. Street trees shall not be planted within fifteen feet (15') of a stop sign.

Tree species shall be selected based on their tolerance of compacted urban soils, ability to provide shade, rate of growth, shape of crown and overall aesthetic quality. In commercial areas, species selection shall take into consideration the ability to, over time, prune the underside of the crown in order to ensure visibility of retail storefronts. All street trees shall have a minimum of 600 cubic feet of uncompacted soil and all ornamental trees shall have a minimum of 400 cubic feet of uncompacted soil. Should hardscapes such as sidewalks, roads, or building foundations prevent the cubic foot that is required, alternative methods of supplementation such as structural soils or soil cells should be utilized.

Where street trees are planted, root barriers shall be used to ensure roots do not grow into the street and damage concrete.

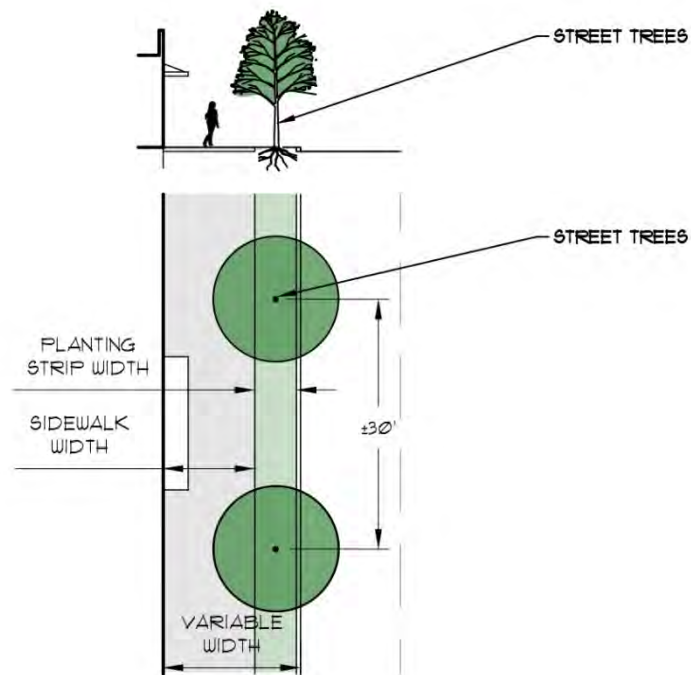
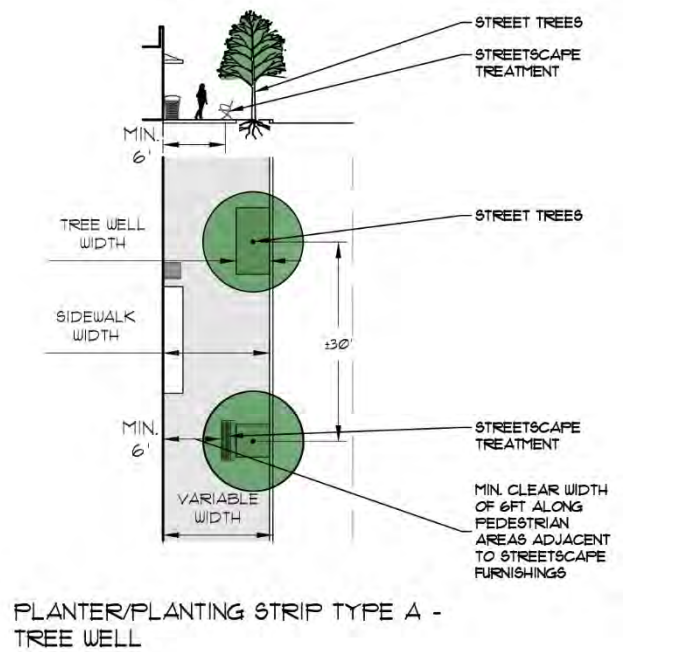
Figure 10.1 Street Trees



10.4 Streetscape Treatments

Streetscape treatments include all improvements adjacent to the right-of-way that create an attractive and safe pedestrian environment. In high pedestrian traffic areas, treatments shall include street trees, streetlight standards, street furniture, and trash receptacles. Additional streetscape treatments may also be implemented, such as enhanced paving materials, tree grates, street/pedestrian/wayfinding signs, parking meters, utility boxes, seating, public art/water features, bike racks, bollards, information kiosks, and other similar streetscape improvements. Street treatments are permitted in all character zones. The standards in 2.0 Streetscape Standards of Table 3.4 shall be applied for sidewalk widths.

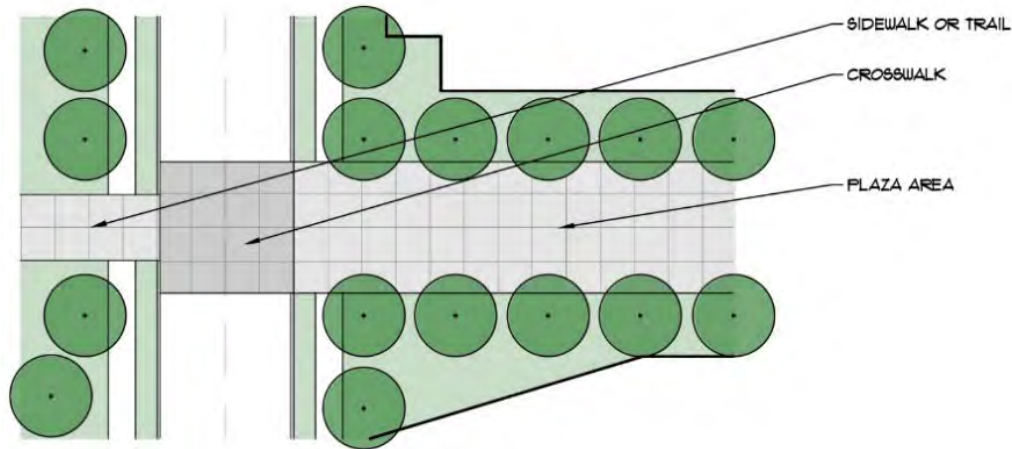
Figure 10.2 Streetscape Treatments



10.5 Pavement Details

In the MU-C, MU-N, MU-T: EN and MU-T: NG character zones, pavement details shall incorporate elements of enhanced pavement along sidewalks, trails, crosswalks, or plaza areas. Enhanced pavement is defined as colored and/or textured concrete. Pavement details are permitted in all character zones.

Figure 10.3 Pavement Details

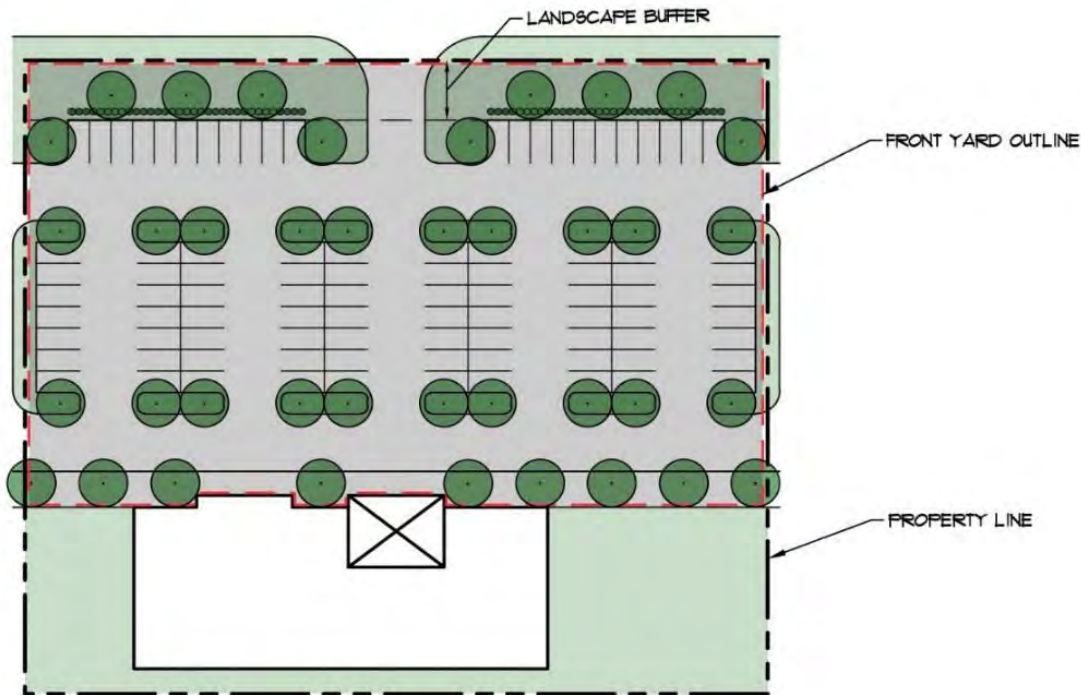


10.6 Street Yard Landscaping

All undeveloped areas of a street yard shall be landscaped. In the MU-T: MR character zone, a minimum of 20 percent of the area of the street yard between the main entry of a building and the street it faces shall be landscaped if there is a parking lot between the front entry and the street. Landscaping materials shall comply with Section 94-61 of the Land Development Regulations (Street Yard).

For purposes of this section, the term street yard means the area of a lot that lies between any street line and the facing wall line or lines of the principal building, extended by imaginary lines from the outer corners of the building and parallel to the street to the property lines. In the case of multiple principal buildings located on a building tract, imaginary lines shall connect the corners of facing walls of adjacent buildings.

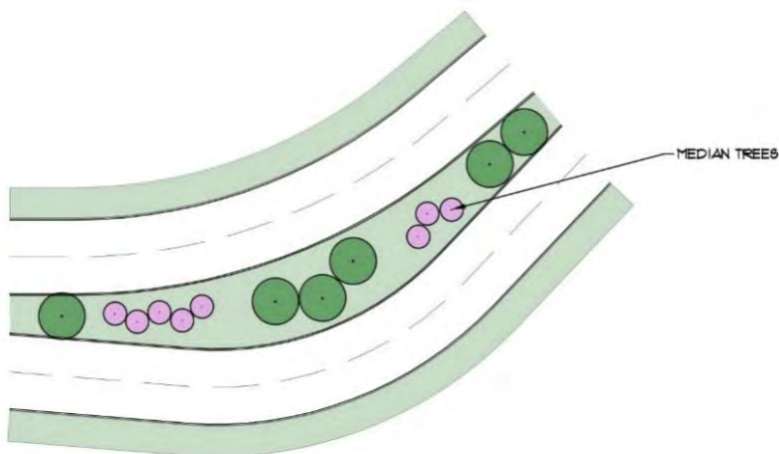
Figure 10.4 Street Yards in MU-T: MR



10.7 Medians

Trees may be planted in medians and rights-of-way only with the approval of the Town, provided that such trees are selected from subsection 94-66(b), approved median and right-of-way planting, per Section 94-64 (Median and Right-of-Way Trees). Maintenance, care and replacement of all right-of-way trees are the responsibility of the HOA/BOA.

Figure 10.5 Medians



10.8 Parking Lot Landscaping

1. Landscaped areas shall be:
 - provided within off-street parking areas at a minimum ratio of 90 square feet per 12 parking spaces,
 - However, notwithstanding the foregoing, churches and/or schools shall be required to provide landscaped areas within off-street parking areas at a minimum ratio of 45 square feet per 12 parking spaces.

A landscaped area not less than 162 square feet must be provided for each parking area tree and be surrounded by uncompacted soil with a radius not less than four feet on center, measured from the trunk of the tree, except these requirements shall not apply to ornamental trees. In instances where a contiguous landscape island is used, trees shall be spaced eighteen feet on center. Landscaped areas within parking lots shall be counted toward the street yard landscaping requirement. See Section 7 above for additional landscaping requirements applicable to certain parking areas. The illustration in Figure 10.6 depicts the requirements, however (b)-(e) in this illustration do not apply to ornamental trees.

2. Trees shall be planted or existing trees preserved within off-street parking areas according to the following provisions:

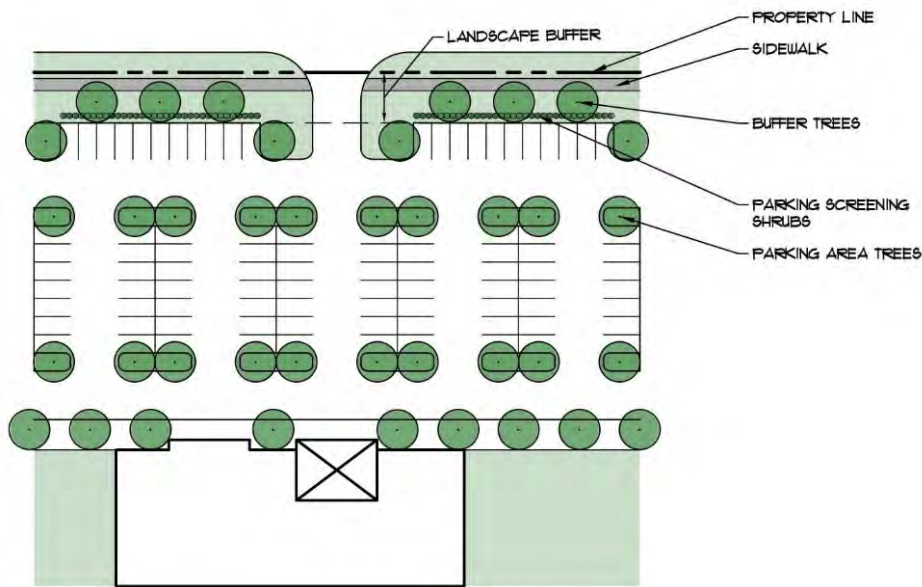
(a) One tree shall be provided for each ten parking spaces provided on the site; provided, however, that churches and/or schools shall be required to provide one tree for each 20 parking spaces provided on the site.

(b) Parking area trees shall be minimum of three-inch caliper, except as provided in subsection (d) below.

(c) All parking spaces shall be located within 50 feet of a tree that is located within the same parking area, measured from the trunk of the tree; provided, however, that for churches and/or schools, all parking spaces shall be located within 100 feet of a tree that is located within the same parking area, measured from the trunk of the tree.

(d) A maximum of 30 percent of the trees used to satisfy the requirements of this section may come from subsection 94-66(b), approved median and right-of-way planting list.

Figure 10.7 Parking Lot Landscaping



10.9 Screening

Outdoor storage areas, roof mounted units and/or equipment, loading and service bays, and outdoor lighting shall be screened as required by Division 3 of the Article V (Screening). No additional screening requirements apply unless otherwise stated in this ordinance.

Outdoor storage areas, roof mounted units and/or equipment, loading and service bays, and outdoor lighting shall be screened as required by Division 3 of the Article V (Screening). No additional screening requirements apply unless otherwise stated in this Ordinance.

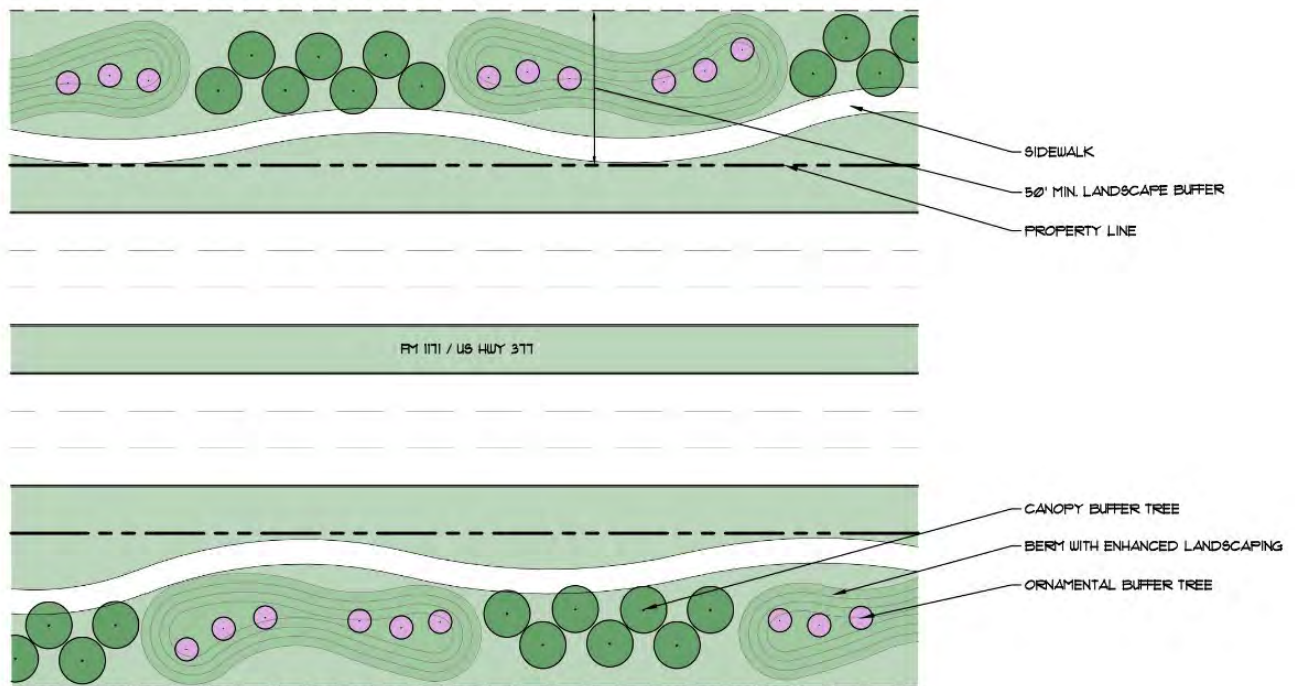
10.10 Street Buffers

Along FM 1171 and US 377 within the MU-T: MR Major Roadway Transition character zone, the area of the lot adjacent to the street right-of-way line and extending into the lot for a minimum of 50 feet shall be landscaped, except for necessary driveways, trails, sidewalks, signage, street lighting, utilities, and other similar improvements, subject to receiving permission from each easement holder if required by the terms of the easement.

Along arterial and collector roadways in the MU-T: MR Major Roadway Transition character zone and along Dunham Road in the MU-T: NG Neighborhood character zone, the area of the lot adjacent to the street right-of-way line and extending into the lot for a minimum of 15 feet shall be landscaped, except for necessary driveways, trails, sidewalks, signage, street lighting, utilities, and other similar improvements, subject to receiving permission from each easement holder if required by the terms of the easement.

Street buffer landscaped area shall be counted toward the street yard landscaping requirement. This street buffer shall not be used to satisfy park land dedication requirements. Buffer landscaping shall include street buffer trees at a ratio of a minimum of one tree for every 30 feet of lineal frontage. Street buffer trees shall be a minimum of three-inch caliper. Trees may be planted in groves or clusters. Plantings within the buffer shall be curvilinear in nature. Landscaping within the street buffer may contribute to parking screening requirements. No other street buffers or street buffer landscaping shall be required.

Figure 10.8 Street Buffer Landscaping



10.11 Railroad Buffer

A minimum 60-foot wide railroad buffer shall be provided in phases as lots are developed along the existing railroad as generally shown on Figure 9.1, the Illustrative Open Space Plan. Screening shall be provided within the buffer at a ratio of 1, 3" caliper tree per 30 linear feet, or a minimum 6' wrought iron fence shall be installed for the length of the buffer with a row of continuous shrubs in order to achieve a continuous dense six-foot screen selected from the Town's list of screening

plants. If existing trees on the site meet the required planting ratio, the buffer can be maintained in its natural state instead, and is not required to be improved or landscaped, although improvements such as driveways and roads may intersect it and trails, sidewalks, signage, street lighting, utilities, and other similar improvements are permitted within it. The railroad buffer may be counted towards satisfying open space requirements.

10.12 Compatibility Buffer

Buffers from single family external to the Property: Where the MU-T: MR character zone directly abuts a lot zoned for single family dwellings within the Prairie Vista land on the northern or southern boundary of the Property, there shall be a minimum separation of 100 feet between any nonresidential building within the Property and the residential lot line, unless Town Council approves an exception. However, no separation shall be required if Dunham Road or Blue Ridge Parkway right-of-way is located between the nonresidential building and the single family dwelling.

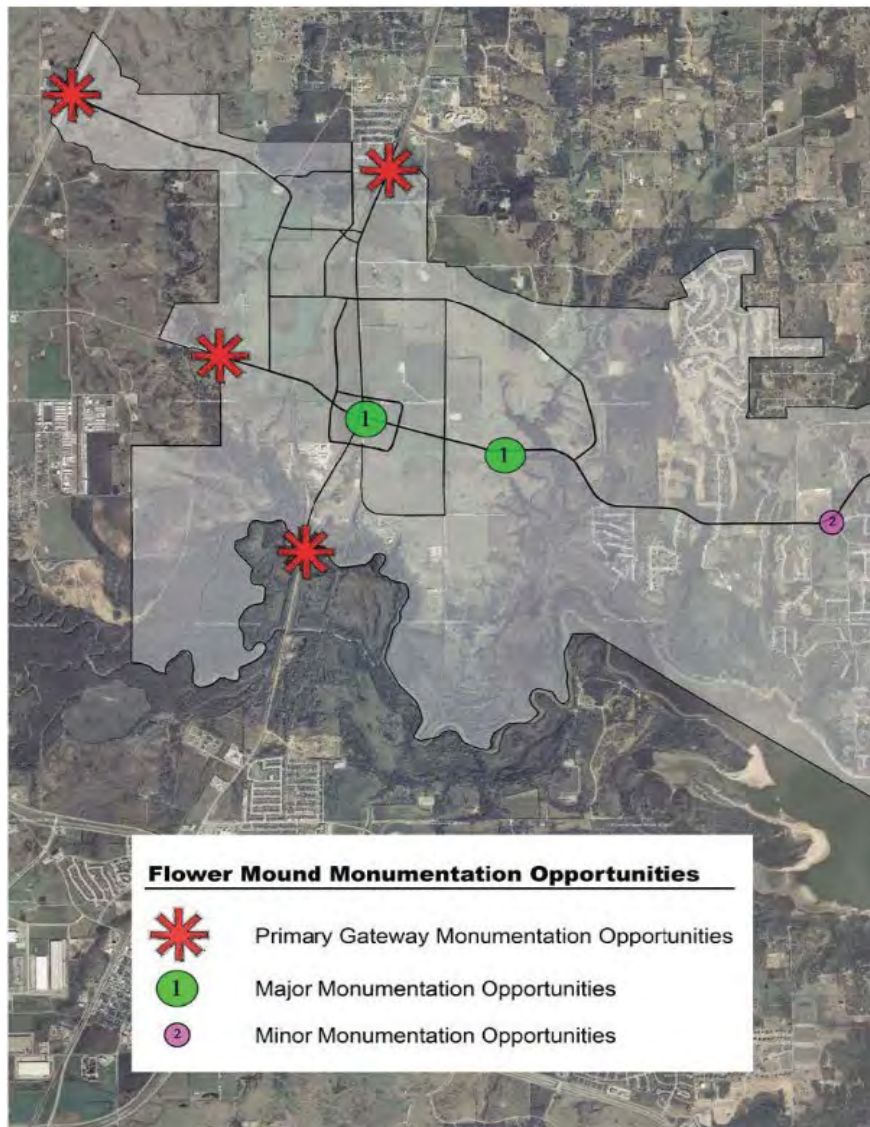
Buffers from single family internal to the Property: In the MU-T: MR character zone, where adjacent to the MU-T: NG character zone, the closest edge of a nonresidential or mixed use building must be a minimum of 100 feet from the closest edge of a single family zoned lot. In addition to this, a minimum 10-foot landscape buffer with 3” caliper trees planted 30-foot on center or a 6-foot masonry wall with a 5-foot landscape buffer shall be provided along the property line. In all other character zones, the closest edge of a nonresidential, mixed use, or stand alone multifamily building must be a minimum of 30 feet from the closest edge of a single family attached or detached building. The minimum setback area may include a roadway, drive aisle, parking, alley, railroad, open space, easement, or floodplain. If the setback includes a roadway, drive aisle, parking or alley, a minimum 10-foot landscape buffer with 3” caliper trees planted 30-foot on center shall be required. If at least one of those elements is not present, then the setback must incorporate a minimum 30-foot wide landscape buffer consisting of understory plants and buffer trees as follows: Understory plants of species included in Section 82-277 (Screening Plant Selection List) shall be provided in order to achieve a continuous dense six-foot screen. Native shade trees, a minimum of three-inch caliper and of species included in Section 94-66 (Approved Tree Lists) shall be provided at a ratio of one tree per 400 square feet of compatibility buffer area.

The compatibility standards in Division 4 of Chapter 82 of the Land Development Regulations shall not apply, and the compatibility buffers in this Section 10.12 shall be exclusive.

10.13 Urban Design Plan – Town Entrance Landscape

The Town Entrance Landscape is the right-of-way area in principal arterials located in both Lakeside Business and Denton Creek Districts. Entrance landscaping shall accommodate applicable components as suggested in the 4.0 Urban Design Plan, a component of the master plan, and meet the requirements for landscaping elements within and visible from public rights-of-way. Landscaping and associated improvements required within public right-of-way will be installed per such requirement provided the owner of the right-of-way grants permission to install such improvements. As lots are developed adjacent to this area, this landscaping shall be provided.

Figure 10.9 Town Entrance Landscape per Flower Mound Master Plan- section Median and Right of Way Design Guidelines



10.14 Foundation Plantings

1. This Section 10.14 shall only be required for the following use types: educational, institutional, civic uses; bank or savings and loan; restaurant, fast food; restaurant, general; and office, general business and professional.

2. In the MU-T: MR character zone, nonresidential buildings 15,000 square feet or less must install foundation planting areas along 50 percent of the front and side foundation lines where not impeded by building entrances, loading areas, parking spaces, or sidewalks. Foundation planting areas may also be required at the rear of the building if visible from streets, other buildings, or open spaces. The minimum width for foundation plantings is five (5) feet. Foundation planting areas must include a combination of ground covers, shrubs, and ornamental trees. Foundation plant material may be installed at grade, in raised planters, or decorative plant containers.

10.15 Detention and Retention Landscaping

All detention and retention areas must comply with the following landscaping requirements.

1. Purpose. The purpose of this section is to beautify detention and retention ponds. Required landscaping is intended to provide an amenity to detention and retention ponds and is not intended to screen from public view.
2. Placement. Trees should be placed to provide a natural design and provide access for necessary maintenance equipment.
3. Perimeter trees. Perimeter trees must be provided based on the following surface areas:
 - a. Surface area. For the purpose of this section, "surface area" shall be defined as the 100-year flood event capacity of the retention or detention pond, or water impoundment.
 - b. For retention or detention surface areas less than 10,000 square feet, one tree shall be provided for each 250 square feet of surface area, or fraction thereof, with a minimum of one tree.
 - c. For retention or detention surface areas between 10,000 and less than 20,000 square feet, 10 trees must be provided for the first 10,000 square feet, plus one additional tree for each 1,400 square feet of remaining retention or detention surface area, or fraction thereof.
 - d. For retention or detention surface areas between 20,000 and less than 35,000 square feet, 17 trees must be provided for the first 20,000 square feet, plus one additional tree for each 2,000 square feet of remaining retention or detention surface area, or fraction thereof.
 - e. For retention or detention surface areas greater than 35,000 square feet, 24 trees must be provided for the first 35,000 square feet, plus one additional tree for each 2,800 square feet of remaining retention or detention surface area, or fraction thereof.
4. Alternative trees. Trees from section 94-66(4) of the Land Development Code may be used and must not account for more than 15 percent of the required trees.
5. Location. All required perimeter trees must be located within 50 feet of the detention or retention pond surface area.
6. Trees required to satisfy other provisions of this Section 10 and lying within 50 feet of the detention or retention pond's surface area, may be used to satisfy the requirements of this Section 10.15, including, but not limited to, trees planted to meet landscaping requirements and tree mitigation requirements.
7. When calculating the number of required detention and retention buffer trees results in fractions, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall be rounded upward to the next highest full number.

10.14 Fencing.

Sections 98-1141 (Fences and Walls, Generally) and 98-1143 (Perimeter and Open Space Walls and Fences) of the Land Development Regulations shall apply to all development; however,

Section 98-1142 (Fence Height and Visibility) of the Land Development Regulations shall apply only to single family development, except that all fences and walls shall comply with Section 82-161 (Clear Visibility Standards) of the Land Development Regulations.

SECTION 11: ENVIRONMENTAL; SMARTGROWTH PROGRAM

11.1 Environmental Survey and Plan

An environmental survey was prepared for this development along with an Environmental Protection Plan (EPP). Development of this property will comply with the approved Environmental Protection Plan, and any necessary updates to the EPP shall be required with future phases consistent with applicable Town regulations. Habitat mitigation shall be accomplished by the payment of applicable fees and/or habitat restoration or planting of trees and shall be finalized at the time of record plat approval for each subsequent phase or area.

11.2 Tree Preservation

Tree mitigation shall be evaluated in regard to the Property based on the tree survey or in phases based on a tree survey for each phase at the time of platting. Tree survey and planting requirements shall comply with chapter 94 "trees" as modified by Section 10 of this ordinance. Compliance with the requirements regarding tree removal and mitigation within the Property shall comply with the following standards, which are the exclusive tree preservation and mitigation requirements applicable to the Property:

1. Tree removal.

- a. Undergrowth and unprotected trees. A property-owner/developer may, at its option, remove understory growth, including but not limited to vines, shrubs, briars and bushes, and trees that are three caliper inches or less in diameter, however neither protected nor specimen trees as shown on the tree survey shall be removed without the submittal and approval by the Town of a tree removal permit.
- b. Removal of protected or specimen trees. The removal of specimen or protected trees located within a lot or site do not require a tree removal permit, however; such trees shall not be removed from a lot or site prior to all of the conditions listed in this subsection being met. No protected or specimen trees may be removed from a lot or site prior to the approval of a development plan, site plan, plat or replat. In addition, a pre-construction meeting with appropriate Town staff shall occur prior to the removal of any protected or specimen tree and/or the authorization of grading and construction activities to begin on the lot or site.
- c. Mitigation requirements for authorized tree removal. Tree mitigation requirements shall not apply to non-residential uses. Mitigation requirements for residential uses shall comply with the following provisions.
 - i. Protected trees on-site. It shall be the responsibility of any person removing a protected tree from a lot or site to replace each protected tree so removed with one tree having a caliper of at least two and one-half inches, measured in accordance with the terms of chapter 94 "Trees."
 - ii. Specimen trees on-site. It shall be the responsibility of any person removing a specimen tree from a lot or site to replace each specimen tree

removed with one or more trees that total twice the caliper inches of the specimen tree(s) removed as measured in accordance with the terms of chapter 94 "trees." For example, if a 30-inch specimen tree is removed, it would be replaced with 60 caliper inches comprised of 20, three-inch caliper trees, five, 12-inch caliper trees or some other combination of trees the caliper measurement of which equates to 60 caliper inches.

- iii. Mitigation payments. Mitigation payments in lieu of planting replacement trees shall be calculated and submitted to the Town for approval. Fees in lieu of planting shall be paid to the Town's tree preservation fund.
- iv. Mitigation credits and incentives for preservation of protected and specimen trees. If any protected or specimen tree is preserved on a lot or site, credits for said preservation shall be given that will count toward the replacement or mitigation requirements within the lot or site. Credits will accrue only for those trees whose measured drip lines are left predominantly in their natural state. Minimal cutting, filling or other construction-related activities are allowed within the drip line of trees eligible for credits to the extent only that such trees are not damaged or killed by such activity within their drip line. Said credits will accrue as follows (1) For each protected tree preserved or transplanted within a lot or site or transplanted elsewhere in the site, one tree credit shall be given. (2) For each specimen tree preserved or transplanted within a lot or site or transplanted elsewhere within the site, credit for caliper width equivalent to the caliper width of the tree preserved or transplanted shall be given. For example, preserving or transplanting a specimen tree having a 30-inch caliper width would result in 30 caliper inches of credit, or ten, three-inch caliper trees. (3) For purposes of this section, one credit shall be given for landscaping trees planted in compliance with the mixed use district landscaping standards.

d. Fully Developed FEMA Floodplain

- 1. FEMA floodplain may be adjusted through a CLOMR/LOMR process for the purpose of developing park, trail, and boardwalk improvements and public infrastructure, including, but not limited to, the roadway network described in a development agreement and/or the Town's Capital Improvement Plan and water, wastewater, and drainage improvements, without requiring approval of an exception by Town Council. Impacting floodplain for other development purposes is subject to Town Council approval of an exception.

SECTION 12: LIGHTING AND GLARE

12.1 Light Intrusion

Development shall comply with the Town's standards for light intrusion at the boundaries of this mixed use zoning district. Within, between or among any lots or sites located wholly in this mixed use zoning district, no light intrusion will be deemed to exist or occur, and in that regard Section 98-1125(8) of the Land Development Regulations shall not pertain or be applied to any such lots or sites. Section 98-1125(8) of the Land Development Regulations may be applied as between or among lots or sites, one of which is located in this mixed use zoning district and one of which is located outside of this mixed use zoning district.

12.2 Outdoor Lighting.

1. Outdoor lighting shall comply with the Town's standards except as allowed below.
Street Lighting. Division 6 of Article IV of Chapter 98 of the Land Development Regulations shall not apply to street lighting installed by an owner or developer for public benefits on or adjacent to public rights-of-way. Street lighting shall be perpetually maintained by the property owners' association.
2. Bollard Lighting. Bollard lighting is permitted. Bollard lighting may be unshielded. The maximum wattage of bollard lighting shall not exceed seventy-five watts. Spacing between bollards will be a minimum of fifteen feet (15'). Lighting will not exceed an average of 3.5 foot-candles measured along the path or area lighted by bollards. The design of bollard lighting shall be similar to the design depicted in Figure 12.1:

Figure 12.1 Bollard Lighting



3. Tree Canopy. Any lighting that is to be placed in the canopy of a tree may be directed in a downward or upward position, and it shall not be required that the light is directed downward or away from the tree.

12.3 Landscape Lighting.

Landscape lighting located in streets and sidewalks, in buffers or in open space common areas shall be perpetually maintained by the property-owners' association.

SECTION 13: ADMINISTRATIVE

13.1 Applicability of Other Ordinances

Except as otherwise provided in this ordinance, applicable provisions of the Land Development Regulations shall apply. For purposes of applying the Land Development Regulations, portions of the Property developed with single family residential uses shall be considered a residential district, and portions of the Property developed with any other land use shall be considered a non-residential district.

In the event of a conflict between this ordinance and the Town's Code of Ordinances or Master Plan, this ordinance shall control.

13.2 Development Agreement

This mixed use district is governed by a development agreement between the developer and the Town for the purpose of addressing timing and phasing of the project and improvements, implementation of this ordinance, and other development related matters.

13.3 Amendments

1. The Town Council, upon receiving a recommendation from the Planning and Zoning Commission, may, but is not obligated to, approve "exceptions" to this ordinance where such exceptions are expressly authorized in this ordinance. "Exceptions" may be approved in connection with a site plan application or by separate application before or after the site plan stage. Exceptions approved by Town Council do not require compliance with the zoning procedures set forth in Chapter 211 of the Texas Local Government Code or the Town's procedures for zoning amendments.

2. Applications for amendments to this ordinance pursuant to Section 98-906 of the Land Development Regulations may be approved in accordance with that section.

3. Minor amendments to this ordinance that do not constitute "major amendments" pursuant to Subsection 13.3(4) below may be, but are not required to be, approved administratively by the Town Manager or his or her designee, and do not require compliance with the zoning procedures set forth in Chapter 211 of the Texas Local Government Code or the Town's procedures for major zoning amendments. Such amendments may be approved only upon a finding that the requested amendment will not adversely affect neighboring property and upon a finding that the amendment complies with all associated regulations. If a minor change necessitates a revised exhibit, the revised exhibit shall be submitted to the Town for review and documentation purposes. Minor amendments shall be reviewed cumulatively from the original Town Council approved ordinance. A minor amendment that is denied may be resubmitted as a major amendment and processed in accordance with the procedures set forth in this Section 13.3.

4. Major amendments that the Town Manager may not authorize, and that require a zoning amendment in accordance with Chapter 211 Texas Local Government Code procedures, include any of the following that are not otherwise authorized in this Section 13.3 or approved by Town Council as an exception: (1) any change in area of a character zone in excess of 20 percent greater or less than approved in a concept plan; (2) any change to the MU-T: MR character zone boundary that would decrease the depth of this zone at any point to less than 200 feet measured from the

nearest edge of FM 1171 or US 377; (3) deletion or addition of a character zone or change in location of a character zone relative to any other character zones or adjacent properties; (4) elimination or change in an external connection (automobile or pedestrian) that negatively impacts any adjacent properties; (5) a ten percent or greater reduction in the required open space; (6) a change that results in a 30 percent or greater transfer of open space between any of the character zones as compared to the approved concept plan; or (7) any changes to the development standards that were approved in the text of the ordinance creating the MU district (Chapter 98, Article III, Division 25 of the Town's Code of Ordinances) as it exists on the date of the adoption of this ordinance that are not otherwise approved in this ordinance.

5. The lot type diagrams, phasing plans, Illustrative Master Plan/Concept Plan, Illustrative Trails Plan, and Illustrative Open Space Plan incorporated into this ordinance are conceptual and preliminary based on the information available at the time of the adoption of this ordinance, and may be adjusted by the property owner without further approval, subject to compliance with the development standards in this ordinance including parts (1) through (7) of the prior paragraph measured cumulatively from the original Town Council approved ordinance. If such changes are made, an updated exhibit that complies with this subsection shall be filed with the Town. Changes pursuant to this subsection do not require compliance with the zoning procedures set forth in Chapter 211 of the Texas Local Government Code or the Town's procedures for zoning amendments.

6. If portions of the Property are acquired by the Texas Department of Transportation, Oncor, or other governmental entities or utility providers by condemnation or threat of condemnation, the property owner may modify the shape and size of the boundaries of character zones shown on the concept plan without Town approval, subject to compliance with the development standards in this ordinance and provided such modifications generally maintain the relative size of each character zone in proportion to the others as shown on the original concept plan attached to this ordinance. If such changes are made, an updated exhibit that complies with this subsection shall be filed with the Town. Changes pursuant to this subsection do not require compliance with the zoning procedures set forth in Chapter 211 of the Texas Local Government Code or the Town's procedures for zoning amendments.

7. All amendments to this ordinance that are subject to the zoning procedures in Chapter 211 of the Texas Local Government Code shall require mailed notices pursuant to Section 211.007 of the Texas Local Government Code and shall follow the zoning amendment procedures set forth in Chapter 211 of the Texas Local Government Code, as well as applicable Town procedures.

13.4 Applications to Amend this District.

If the Town receives an application to rezone only a portion of the Property or to amend this ordinance as to a portion of the Property, the Town may consider the request for that portion of the Property and is not required to rezone the remainder of the Property or amend this ordinance as to the entire Property.

13.5 Property Owners' Associations

There shall be established one or more Property Owners' Associations (a "POA") or Homeowners' Associations (an "HOA"). Said association(s) shall file Covenants, Conditions, and Restrictions

(CC&Rs) in the Denton County Real Estate Records with the first record plat and said POA or HOA shall be responsible for the maintenance of all common areas and facilities.

13.6 Site Plans

Site plans shall be required in accordance with Article II Site Plans, Sections 82-31 - Required through 82-37 – Minor Changes of the Land Development Regulations in effect on October 3, 2022. Consideration of a site plan application is a ministerial action, and a site plan application shall be approved if it meets the applicable development regulations. This Section 13.6 contains the exclusive requirements related to site plan approval for the Property. No other requirements for plan approval apply to the development of the Property with the exception of landscape plan approvals required by Section 10 of this ordinance, any plans required under the Town's SMARTGrowth program, subdivision and platting approvals required by applicable regulations, and building permit plans required for construction. Site plans shall comply with tree survey requirements in Chapter 94 of the Land Development Regulations.

As part of the site plan approval process, the Town Council Manager or his or her designee may approve an exception to allow building materials noted on elevations and design plans that vary from the architectural numerical standards in Section 4 by no more than 20 percent. Deviations that exceed 20 percent may be approved by the Town Council through an exception.

13.7 Exhibit Notes

The "note" reflected on the face of the various lot type diagrams, phasing plans, Illustrative Master Plan/Concept Plan, Illustrative Trails Plan, and Illustrative Open Space Plans, which refers to the "Rule 11 Agreement dated November 29, 2006," is not incorporated into this Ordinance and does not serve as the basis for the discretionary legislative zoning decision for this Ordinance.

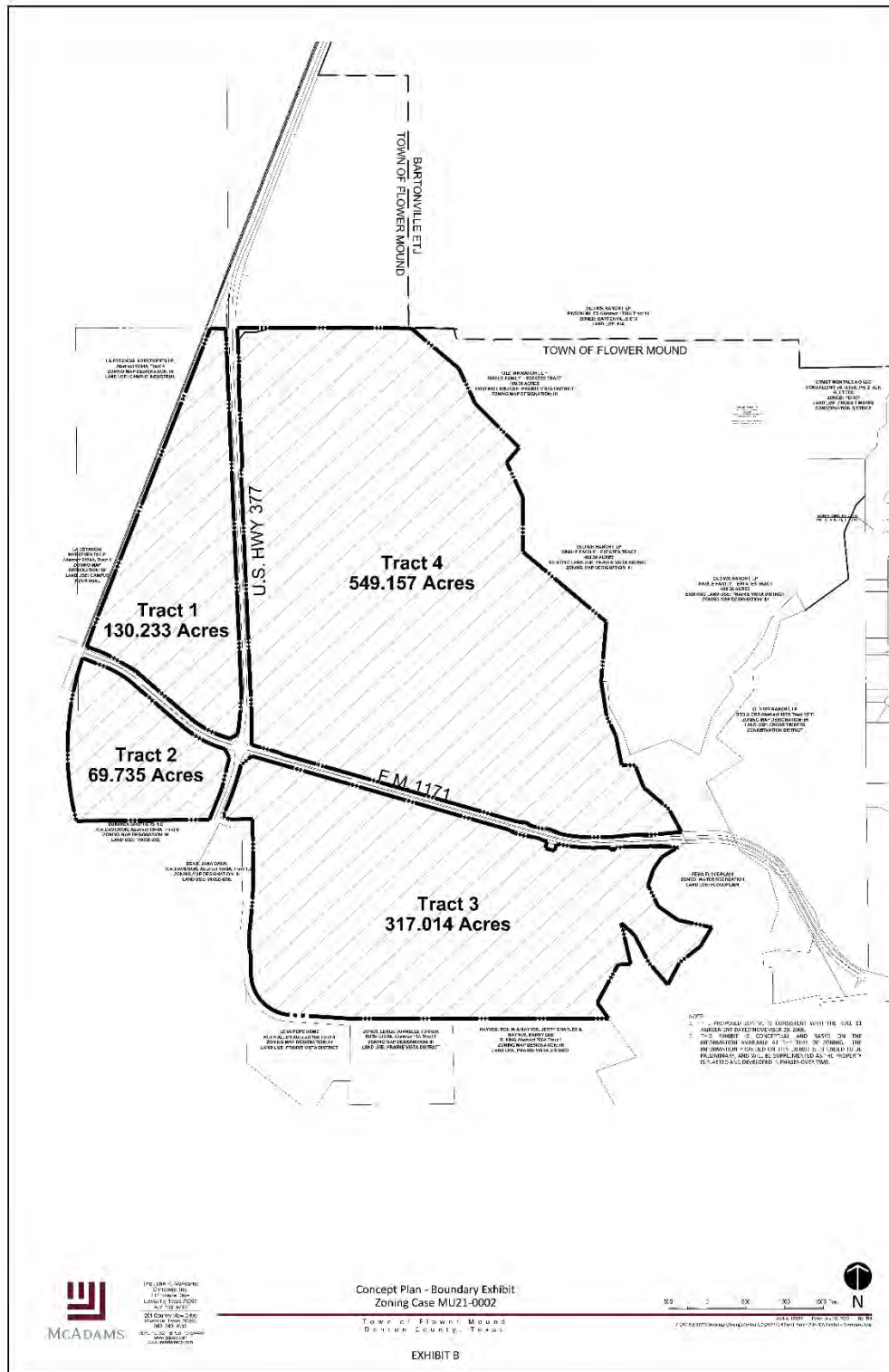
SECTION 14: DENTON CREEK REUSE LINES

Irrigation within public Rights of Way and Open Spaces is intended to incorporate Denton Creek reuse lines once developments are complete and shall comply with the Denton Creek Reuse Water Master Plan.

SECTION 15: DETENTION

Temporary detention on the 130-acres at the northwest quadrant of FM 1171 and US 377 may be constructed until such time as the Texas Department of Transportation ("TXDOT") completes the stormwater improvements crossing under the existing railroad tracts adjacent to the Property. Temporary detention is defined as a dry grassed area sized to detain the developed 100-year storm event. Temporary detention will be maintained by the property owner or an owner association. Temporary detention may be removed once TXDOT completes the downstream stormwater culvert improvements, including upsizing the crossing under the existing railroad. After the temporary detention is removed, the 130-acres at the northwest quadrant of FM 1171 and US 377 maybe be developed with any use allowed by this ordinance. A note to this effect will be included on the record plat and site plan for all or any portion of the 130-acres at the northwest quadrant of FM 1171 an US 377.

Retention and water impoundment areas shall be aerated if required by the Town's Engineer.



LEGAL DESCRIPTION

317.014 ACRES

Being all of that certain lot, tract or parcel of land situated in the Ruth Allen Survey, Abstract Number 15, the B. B. B. & C. Railway Co. Survey, Abstract Number 187, the P. W. Caspary Survey, Abstract Number 277, the A. B. Danks Survey, Abstract Number 368, the J. C. McGowan and C. G. Pitcock Survey, Abstract Number 959 and the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being a portion of old U. S. Highway 377 as evidenced by that certain called 1.62 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 260, Page 488 of the Deed Records of Denton County, Texas, and that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and being part of that certain called 126.062 acre tract of land described as Tract B in deed in favor of Old WR Ranch I, L.P., recorded in Document 2006-41222 of the Real Property Records of Denton County, Texas, and being part of that certain called 1.892 acre tract of land described as Tract I and all of that certain called 62.678 acre tract of land described as Tract II in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2008-41355 of the Real Property Records, Denton County, Texas, and being all of that certain called 23.156 acre tract of land described in deed in favor of the Town of Flower Mound, recorded in Document No. 2015-118055 of the Real Property Records of Denton County, Texas, and being all of that certain called 6.220 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2016-73841 of the Real Property Records of Denton County, Texas, and being all of that certain called 44.53 acre tract of land described in deed in favor of SWC 1171-377, LTD, recorded in Document Number 2017-156273 of the Real Property Records of Denton County, Texas, and being all of that certain called 41.59 acre tract of land described in deed in favor of SWC 1171-377, LTD, recorded in Document Number 2017-156264 of the Real Property Records of Denton County, Texas, and being all of that certain called 8.756 acre tract of land described in deed in favor of Old WR Ranch I, L.P., recorded in Document Number 2020-1391 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the northwest corner of said 62.678 acre tract, being on the east line of U. S. Highway 377 as evidenced by said 12.32 acre tract at the southwest corner of that certain called 3.12 acre tract described in deed in favor of the United States of America recorded in Volume 490, Page 230 of the Deed Records of Denton County, Texas, and being on the south line of F. M. 1171 according to said 3.12 acre tract;

THENCE S 74°01'20" E, with the south line of said F. M. 1171 and the north line of said 62.678 acre tract, passing at 1072.29 feet a 1/2" capped rebar found (G&A) at the northeast corner thereof, being the northwest corner of said 6.220 acre tract, continuing with the north line of said 6.220 acre tract, passing at 1360.32 feet a 5/8" rebar found at the northeast corner thereof, being the most northerly northwest corner of said 44.53 acre tract and the southeast corner of said 3.12 acre tract and being the southwest corner of that certain called 3.24 acre tract of land described as Tract No. F-560E in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas, continuing with the north line of said 44.53 acre tract, passing at 2068.67 feet a 1/2" capped rebar found (KAZ) at the northeast corner thereof, being the most northerly northwest corner of said 41.59 acre tract, continuing with the north line of said 41.59 acre tract, passing at 2768.65 feet a 1/2" capped rebar found (WALTERS) at the northeast

corner thereof, being the northwest corner of said 126.062 acre tract and the southwest corner of said 3.24 acre tract and being the southwest corner of that certain called 6.95 acre tract of land described as Tract No. E-421E-2 in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas, continuing with the north line of said 126.062 acre tract a total distance of 3437.21 feet to a Texas Department of Transportation (TXDOT) brass disc in concrete found;

THENCE S 62°41'10" E, 101.98 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 73°59'45" E, 150.00 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 85°18'25" E, 101.97 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to a wood right-of-way monument found;

THENCE S 73°59'45" E, 55.86 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the west corner of that certain called 0.0935 acre tract described as Parcel 8, Part One in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas;

THENCE S 66°32'15" E, 120.16 feet continuing with the south line of said F. M. 1171 and the south line of said 0.0935 acre tract to the west line of that certain called 0.30 acre tract of land described as Tract No. E-421E-4 in Judgement on Declaration of Taking styled United States of America v. Frank A. Schultz, et al, recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas;

THENCE S 16°00'15" W, 84.40 feet with the west line of said 0.30 acre tract to the southwest corner thereof;

THENCE S 73°59'45" E, 51.78 feet with the south line of said 0.30 acre tract to a point of curvature of a curve to the left;

THENCE continuing with the south line of said 0.30 acre tract with said curve to the left having a radius of 2060.08 feet, a central angle of 02°02'13" and an arc length of 73.24 feet, whose chord bears S 75°00'51" E, a distance of 73.23 feet to the southeast corner of said 0.30 acre tract;

THENCE N 16°00'15" E, 84.91 feet with the east line of said 0.30 acre tract to the south line of said F. M. 1171 and the south line of said 0.0935 acre tract;

THENCE S 88°08'40" E, 80.25 feet with the south line of said F. M. 1171 and the south line of said 0.0935 acre tract to the east corner thereof, being on the north line of said 126.062 acre tract;

THENCE continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract with a curve to the left having a radius of 1960.08 feet, a central angle of 13°14'13" and an arc length of 452.84 feet, whose chord bears S 85°02'01" E, 451.83 feet;

THENCE N 88°19'10" E, 165.66 feet continuing with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the northwest corner of that certain called 0.05 acre tract of land described as Tract No. E-421E-5 in deed in favor of the United States of America recorded in Volume 480, Page 317 of the Deed Records of Denton County, Texas;

THENCE S 01°40'50" E, 30.00 feet with the west line of said 0.05 acre tract to the southwest corner thereof;

THENCE N 88°19'10" E, 75.00 feet with the south line of said 0.05 acre tract to the southeast corner thereof;

THENCE N 01°40'50" W, 30.00 feet with the east line of said 0.05 acre tract to the northeast corner thereof on the south line of said F. M. 1171 and the north line of said 126.062 acre tract;

THENCE N 88°19'10" E, 445.88 feet with the south line of said F. M. 1171 and the north line of said 126.062 acre tract to the west corner of that certain called 0.1103 acre tract described as Parcel 8, Part Two in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas;

THENCE S 87°49'20" E, 355.49 feet with the south line of said 0.1103 acre tract to the southeast corner thereof on the east line of said 126.062 acre tract and the southerly line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE S 59°11'00" W, 246.05 feet with the southerly line of said 96.2 acre tract and the east line of said 126.062 acre tract to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-136 found;

THENCE S 34°55'00" W, 185.34 feet continuing with the southerly line of said 96.2 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-135 found at the most westerly southeast corner of said 96.2 acre tract, being the northeast corner of that certain called 16.17 acre tract described as Tract No. 2 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE S 18°57'00" W, 222.73 feet with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-134 found;

THENCE S 25°42'00" E, 303.21 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-133 found;

THENCE S 55°18'00" E, 312.11 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-132 found;

THENCE S 77°46'30" E, 442.71 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-131 found;

THENCE S 30°48'15" W, 283.52 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-130 found;

THENCE S 52°12'30" W, 342.75 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-129 found;

THENCE S 27°46'30" W, 320.16 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-128 found;

THENCE N 40°56'10" W, 379.10 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-127 found;

THENCE N 27°08'40" W, 393.47 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-126 found;

THENCE N 48°15'00" W, 232.20 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-125 found;

THENCE S 13°00'30" E, 541.66 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-124 found;

THENCE S 87°41'30" W, 164.26 feet continuing with the east line of said 16.17 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-63 found at the southwest corner of said 16.17 acre tract, being on the west line of that certain called 101 acre tract of land described as Tract No. E-416 in Judgement on Declaration of Taking styled United States of America v. J. F. Crites, et al, recorded in Volume 374, Page 149 of the Deed Records of Denton County, Texas;

THENCE S 28°35'00" W, 559.24 feet with the west line of said 101 acre tract and the east line of said 126.062 acre tract to USACE concrete monument with disk stamped E-62 found;

THENCE S 36°00'00" E, 244.64 feet continuing with the west line of said 101 acre tract and the east line of said 126.062 acre tract to the southeast corner thereof, being on the north line of Dunham Road as evidenced by that certain called 1.3 acre tract of land described in deed in favor of Denton County, recorded in Volume 429, Page 155 of the Deed Records of Denton County, Texas;

THENCE S 89°56'35" W, with the south line of said 126.062 acre tract and the north line of said Dunham Road, passing at 1786.1 feet the southwest corner of said 126.062 acre tract, being the southeast corner of that certain called 8.756 acre tract of land described in deed in favor of Old WR Ranch I, L. P., recorded in Document Number 2020-1391 of the Real Property Records of Denton County, Texas, continuing with the south line of said 8.756 acre tract a total distance of 2008.90 feet to the southwest corner of said 8.756 acre tract, being the most southerly southeast corner of the aforementioned 41.59 acre tract in favor of SWC 1171-377, LTD;

THENCE S 89°57'30" W, 661.45 feet continuing with the north line of said Dunham Road and the south line of said 41.59 acre tract to a 5/8" bolt in concrete found at the southwest corner thereof, being the most southerly southeast corner of the aforementioned 44.53 acre tract in favor of SWC 1171-377, LTD;

THENCE N 89°59'20" W, 665.74 feet with the north line of said Dunham Road and the south line of said 44.53 acre tract to a 1/2" rebar found at the southwest corner thereof, being the southeast corner of said 23.156 acre tract;

THENCE N 86°12'35" W, 772.89 feet with the north line of said Dunham Road and the south line of said 23.156 acre tract;

THENCE northwesterly continuing with the north line of said Dunham Road and the south line of said 23.156 acre tract and with a curve to the right having a radius of 564.70 feet, a central angle

of 82°51'30", and an arc length of 816.64 feet, whose chord bears, N 42°10'07" E, 747.32 feet to a 1/2" capped rebar found (Metroplex);

THENCE N 00°48'00" W, 220.47 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 20°15'00" W, 48.51 feet with the east line of said Dunham Road and the west line of said 23.156 acre tract to a 1/2" capped rebar found (Metroplex);

THENCE N 00°14'00" W, passing at 19.50 feet a 1/2" rebar found at the northwest corner of said 23.156 acre tract and the southwest corner of said 62.678 acre tract, and continuing with the west line of said 62.678 acre tract and the east line of said Dunham Road a total distance of 233.64 feet to a 1/2" capped rebar found (G&A), being on the east line of old U. S. Highway 377 as evidenced by the aforementioned 12.32 acre tract in favor of the State of Texas;

THENCE with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road with a curve to the left having a radius of 5789.58 feet, a central angle of 08°10'57" and an arc length of 826.83 feet, whose chord bears N 03°27'09" E, 826.13 feet to the remnants of a broken concrete monument found;

THENCE N 00°37'40" W, 637.69 feet with the west line of said 62.678 acre tract and the east line of said 12.32 acre tract and the east line of said Dunham Road;

THENCE S 89°24'35" W, with the north line of Dunham Road, passing at 140.1 feet the southeast corner of the aforementioned 1.892 acre tract in favor of 64.3 SE 1171/377, LLC, being the northeast corner of that certain called 25,120 square feet tract of land described as Parcel 45 in deed in favor of Denton County recorded in Document Number 2011-17585 of the Real Property Records of Denton County, Texas, continuing with the south line of said 1.892 acre tract and the north line of said Parcel 45 a total distance of 293.38 feet to the east corner of that certain called 2,473 square feet tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-74475 of the Real Property Records of Denton County, Texas;

THENCE continuing with the north line of Dunham Road and the north line of said 2,473 square feet tract with a curve to the right having a radius of 250.00 feet, a central angle of 06°48'07" and an arc length of 29.68 feet, whose chord bears N 66°32'24" W, 29.66 feet to a TXDOT aluminum disk found;

THENCE N 63°08'20" W, 59.64 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to a 5/8" rebar found;

THENCE N 19°42'35" W, 13.31 feet continuing with the north line of said Dunham Road and the north line of said 2,473 square feet tract to the northwest corner thereof, being on the east line of U. S. Highway 377 as evidenced by that certain called 2.9 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed records of Denton County, Texas, and the west line of said 1.892 acre tract;

THENCE with the east line of said U. S. Highway 377 and the west line of said 1.892 acre tract with a curve to the left having a radius of 3879.72 feet, a central angle of 10°12'53" and an arc length of 691.68 feet, whose chord bears N 19°29'37" E, 690.76 feet to the north corner of said 1.892 acre tract;

THENCE N 51°03'55" E, 178.54 feet to the POINT OF BEGINNING, and containing approximately 317.014 acres of land.

LEGAL DESCRIPTION

130.233 ACRES

BEING all that certain lot, tract, or parcel of land situated in the B. B. B. & C. Railway Co. Survey, Abstract Number 154 and the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 126.92 acre tract of land described as Tract I in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being all of a called 3.9103 acre tract of land described in deed to 64.3 SE 1171/377, LLC, recorded in Document Number 2013-58119 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A) at the northeast corner of said 126.92 acre tract and being the southeast corner of that certain called 1.410 acre tract of land described in deed in favor of Speedway Partnership, recorded in Volume 4311, Page 1783 of the Real Property Records of Denton County, Texas, and being on the west line of U. S. Highway 377 as evidenced by that certain called 6.74 acre tract of land described as Parcel (a) in deed in favor of the State of Texas, recorded in Volume 279, Page 227 of the Deed Records of Denton County, Texas, being the northwest corner of said 6.74 acre tract and being the southwest corner of that certain called 0.16 tract of land described in deed from the Texas and Pacific Railway Company to the Public, recorded in Volume 269, Page 347 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 6.74 acre tract with a curve to the left having a radius of 2924.80 feet, a central angle of 02°27'58" and an arc length of 125.90 feet, whose chord bears S 00°10'33" E, 125.89 feet;

THENCE S 02°27'46" E, continuing with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 6.74 acre tract, passing at 2142 feet the southwest corner of said 6.74 acre tract and being the northwest corner of that certain called 1.83 acre tract of land described as Parcel (b) in said deed in favor of the State of Texas, recorded in Volume 279, Page 227 of the Deed Records of Denton County, Texas, continuing with the west line of said 1.83 acre tract a total distance of 4557.30 feet to the north corner of that certain called 0.07 acre tract of land described as Tract No. 2 in deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 126.92 acre tract and the west line of said U. S. Highway 377 and the west line of said 0.07 acre tract with a curve to the right, having a radius of 3759.60 feet, passing at an arc 242.78 feet a railroad spike found on the south line of said 126.92 acre tract and being the southwest corner of said 0.07 acre tract and being the north corner of that certain called 2.9 acre tract of land described in said deed in favor of the State of Texas, recorded in Volume 422, Page 131 of the Deed Records of Denton County, Texas, and being the northeast corner of said 3.9103 acre tract, continuing with the west line of said 2.9 acre tract and the east line of said 3.9103 acre tract , a total arc length of 549.88 feet, having a central angle of 08°22'48", whose

chord bears S 04°59'50" W, 549.39 feet, being the most easterly northeast corner of that certain called 3.07 acre tract of land described in Case No. 8079-C styled State of Texas, et al v. Robert Keck Stahlman, et al, filed April 3, 1975, in the Probate Court of Denton County, Texas, and being on the north line of F. M. 1171 as evidenced by said 3.07 acre tract;

THENCE S 61°22'40" W, 108.44 feet with the north line of said F. M. 1171 and the north line of said 3.07 acre tract to the most easterly northeast corner of that certain called 21,000 square feet tract of land described as Parcel 1 in Amended Notice of Lis Pendens of Cause No. CV-2010-02552 styled Denton County, Texas, v. 1171 Group L.L.C., et al, recorded in Document Number 2010-90019 of the Real Property Records of Denton County, Texas.

THENCE N 74°03'30" W, 27.30 feet continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract to the beginning of a curve to the right;

THENCE continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract with said curve to the right having a radius of 1350.58 feet, a central angle of 24°45'38" and an arc length of 583.66 feet, whose chord bears N 61°40'24" W, 579.13 feet;

THENCE N 49°12'50" W, continuing with the north line of said F. M. 1171 and the north line of said 21,000 square feet tract, passing at 113.73 feet an aluminum TXDOT monument found at the northerly northeast corner of said 21,000 square feet tract and being the most easterly corner of that certain called 25,921 square feet tract of land described as Parcel 12 in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, continuing with the north line of said 25,921 square feet tract a total distance of 910.91 feet to an aluminum TXDOT monument found;

THENCE N 60°40'50" W, 208.79 feet continuing with the north line of said F. M. 1171 and the north line of said 25,921 square feet tract to a 1/2" rebar found at the most westerly corner of said 25,921 square feet tract and being on the north line of that certain called 3.69 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 747, Page 782 of the Deed Records of Denton County, Texas, and being on the south line of said 126.92 acre tract;

THENCE continuing with the north line of said F. M. 1171 and the north line of said 3.69 acre tract and the south line of said 126.92 acre tract with a curve to the left having a radius of 1492.39 feet, a central angle of 14°28'25" and an arc length of 376.99 feet, whose chord bears N 63°50'53" W, 375.99 feet to a 1/2" capped rebar found (GIBBONS);

THENCE N 71°05'05" W, 110.71 feet continuing with the north line of said F. M. 1171 and the north line of said 3.69 acre tract and the south line of said 126.92 acre tract to a 1/2" capped rebar found (ILLEGIBLE) at the northwest corner of said 3.69 acre tract and being on the east line of the Texas and Pacific Railroad as evidenced by that certain called 0.31 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 361, Page 580 of the Deed Records of Denton County, Texas, and being the southwest corner of said 126.92 acre tract;

THENCE N 19°52'40" E, 285.09 feet with the east line of said Texas and Pacific Railroad and the east line of said 0.31 acre tract and the west line of said 126.92 acre tract to the north corner of said 0.31 acre tract;

THENCE N 21°20'25" E, 4113.34 feet continuing with the east line of said Texas and Pacific Railroad and the west line of said 126.92 acre tract to a 1/2" capped rebar found (G&A 4796) at the northwest corner of said 126.92 acre tract and being the southwest corner of the aforementioned 1.410 acre tract;

THENCE S 89°33'55" E, 200.72 feet with the north line of said 126.92 acre tract and the south line of said 1.410 acre tract to the point of beginning and containing approximately 130.233 acres of land.

LEGAL DESCRIPTION

69.735 ACRES

BEING all that certain lot, tract or parcel of land situated in the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas, and being part of that certain called 141.5 acre tract of land described in deed in favor of O. & C. Freeman Family LTD., recorded in Document Number 1996-48254 of the Real Property Records of Denton County, Texas, and being all that called 59.208 acre tract of land described in deed to SWC 1171-377, LTD, recorded in Document Number 2017-70757 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (Brittan & Crawford) at the southwest corner of said 59.208 acre tract and being the northwest corner of that certain called 29.701 acre tract of land described in deed in favor of Duinink Bros., Inc., recorded in Document Number 1993-22295 of the Real Property Records of Denton County, Texas, and being the southeast corner of that certain called 3.8 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 360, Page 276 of the Deed Records of Denton County, Texas, and being on the east line of the Texas and Pacific Railroad (called 100' right-of-way);

THENCE N 11°39'45" W, 266.74 feet with the west line of said 59.208 acre tract and the east line of said 3.8 acre tract and the east line of said Texas and Pacific Railroad to the beginning of a curve to the right;

THENCE continuing with the west line of said 59.208 acre tract and the east line of said 3.8 acre tract and the east line of said Texas and Pacific Railroad with said curve to the right having a radius of 3769.83', a central angle of 21°51'56" and an arc length of 1438.66 feet, whose chord bears N 01°00'27" E, 1429.94 feet to a 1/2" capped rebar found (BW2) at the northwest corner of said 59.208 acre tract and being the northeast corner of said 3.8 acre tract and being the southeast corner of that certain called 0.31 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 361, Page 580 of the Deed Records of Denton County, Texas, and being on the south line of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas;

THENCE continuing with the east line of said 0.31 acre tract and the east line of said Texas and Pacific Railroad, with said curve to the right having a radius of 3769.83', a central angle of 05°32'04" and an arc length of 364.14 feet, whose chord bears N 14°42'27" E, 364.00 feet;

THENCE N 19°52'40" E, 58.67 feet continuing with the east line of said 0.31 acre tract and the east line of said Texas and Pacific Railroad to the south line of F. M. 1171 as evidenced by that certain called 0.3960 acre tract of land described in deed in favor of Denton County, Texas, recorded in Document Number 2010-102518 of the Real Property Records of Denton County, Texas, from which an Aluminum TXDOT monument found at the southwest corner of said 0.3960 acre tract bears N 69°22'15" W, 3.8 feet;

THENCE S 69°22'15" E, 269.66 feet with the south line of said F. M. 1171 and the south line of said 0.3960 acre tract to a 5/8" rebar found at the beginning of a curve to the right;

THENCE continuing with the south line of said F. M. 1171 and the south line of said 0.3960 acre tract with said curve to the right having a radius of 1390.32 feet, a central angle of 15°56'28" and an arc length of 386.82 feet, whose chord bears S 61°24'01" E, 385.57 feet to an aluminum TXDOT monument found at the most easterly corner of said 0.3960 acre tract and being on the south line of that certain called 3.69 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 747, Page 782 of the Deed Records of Denton County, Texas;

THENCE S 49°16'00" E, with the south line of said F. M. 1171 and the south line of said 3.69 acre tract, passing at 609.49 feet the most southerly southeast corner of said 3.69 acre tract and being the most westerly corner of that certain called 3.07 acre tract of land described in Case No. 8079-C, styled State of Texas, et al v. Robert Keck Stahlman, et al, filed April 3, 1975, in the Probate Court of Denton County, Texas, and being on the south line of said 224.42 acre tract and the south line of said 141.5 acre tract and being the most northerly northeast corner of said 59.208 acre tract, continuing with the south line of said 3.07 acre tract and the north line of said 59.208 acre tract a total distance of 898.86 feet to a 1/2" capped rebar found (GW2) at the beginning of a curve to the left;

THENCE continuing with the south line of said F. M. 1171 and the south line of said 3.07 acre tract and the north line of said 59.208 acre tract with said curve to the left having a radius of 1492.40 feet, a central angle of 24°44'13" and an arc length of 644.33 feet, whose chord bears S 61°38'06" E, 639.34 feet to the northeast corner of said 59.208 acre tract;

THENCE S 27°44'50" E, 124.63 feet continuing with the south line of said F. M. 1171 and the south line of said 3.07 acre tract and the north line of said 59.208 acre tract to the most easterly northeast corner of said 59.208 acre tract on the west line of U. S. Highway 377, being the northwest corner of that certain called 25,129 square feet tract described in deed in favor of Denton County, recorded in Document Number 2008-125440 of the Real Property Records of Denton County, Texas;

THENCE S 13°32'10" W, 411.15 feet with the west line of U. S. Highway 377 and the west line of said 25,129 square feet tract and the east line of said 59.208 acre tract;

THENCE S 21°50'30" W, 430.63 feet continuing with the west line of said U. S. Highway 377 and the west line of said 25,129 square feet tract and the east line of said 59.208 acre tract to an aluminum TXDOT monument found at the southwest corner of said 25,192 square feet tract and being the southeast corner of said 59.208 acre tract, from which a United States Army Corps. of Engineers concrete monument with brass cap stamped F-525-7 found at the northeast corner of the aforementioned 29.701 acre tract bears N 89°22'50" E, 18.13 feet;

THENCE S 89°22'50" W, 1719.84 feet with the south line of said 59.208 acre tract and the north line of said 29.701 acre tract to the point of beginning and containing approximately 69.735 acres of land.

LEGAL DESCRIPTION

549.157 ACRES

Being all that certain lot, tract, or parcel of land situated in the Thomas Burress Survey, Abstract Number 33, the B. B. B. & C. Railway Co. Survey, Abstract Number 154, the B. B. B. & C. Railway Co. Survey, Abstract Number 187, the P. W. Caspary Survey, Abstract Number 277 and the J. N. Denson Survey, Abstract Number 359, Town of Flower Mound, Denton County, Texas, and being part of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, and being part of that certain called 1129.061 acre tract of land described as Tract A in deed in favor of Old W.R. Ranch I, LP, recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being part of that certain called 20.206 acre tract of land described as Tract E in deed in favor of Old W.R. Ranch I, LP, recorded in Instrument No. 2004-4122 of the Real Property Records of Denton County, Texas, and being part that certain called 59.352 acre tract of land described in deed in favor of Orric Freeman and Carole Freeman, Trustees of the Freeman Living Trust, recorded in Document Number 2010-52504 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77708 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77709 of the Real Property Records of Denton County, Texas, and being all of that certain called 0.2402 acre tract of land described as Parcel 12, Part 2 in deed in favor the State of Texas, recorded in Document Number 2019-78788 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, and being on the on the west line of said 20.206 acre tract;

THENCE N 00°39'39" W, with the east line of US 377, the east line of said 12.32 acre tract and the west line of said 20.206 acre tract, passing at 440.28 feet the northwest corner of said 20.206 acre tract, and the northeast corner of said 12.32 acre tract, and being the southwest corner of said 251.99 acre tract and being the southeast corner of that certain called 5.49 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 258 of the Deed Records of Denton County, Texas, continuing with the east line of said 251.99 acre tract and the west line of said 5.49 acre tract a total distance of 475.64 feet;

THENCE N 02°27'46" W, 3092.35 feet with the east line of said US 377 and the west line of said 251.99 acre tract, and the east line of said 5.49 acre tract, passing the northeast corner thereof and the southeast corner of that certain called 6.74 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 277 of the deed records of Denton County, Texas, continuing with the east line of said 6.74 acre tract to the westerly northwest corner of said 251.99 acre tract, and being the southwest corner of said 59.352 acre tract and being the southwest corner of that certain called 0.6168 acre tract of land described as Parcel 12, Part 1 in deed in favor of the State of Texas, recorded in Document Number 2019-78788 of the Real Property Records of Denton County, Texas;

THENCE N 89°47'30" E, 18.93 feet continuing with the east line of U. S. Highway 377, with the north line of said 251.99 acre tract and the south line of said 59.352 acre tract, and the south line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT) at the southeast corner of said 0.6168 acre tract;

THENCE N 02°28'10" W, 1152.35 feet, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT);

THENCE N 08°55'00" E, 66.28 feet, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract to a 1/2" capped rebar found (TXDOT);

THENCE N 02°28'10" W, continuing with the east line of said U. S. Highway 377 and the east line of said 0.6168 acre tract and passing at 420.46 feet a 1/2" capped rebar found (TXDOT) at the northeast corner thereof, and being on the east line of said 6.74 acre tract and the north line of said 59.352 acre tract, and continuing a total distance of 583.66 feet;

THENCE N 89°44'45" E, 1449.00 feet with the north line of said 0.2402 acre tract and the north line of said 59.352 acre tract to the northeast corner thereof, being the most northerly northwest corner of said 251.99 acre tract;

THENCE S 89°18'15" E, 793.69 feet with the north line of said 251.99 acre tract;

THENCE S 50°00'00" E, 800.00 feet;

THENCE S 25°00'00" W, 500.00 feet;

THENCE S 45°00'00" E, 800.00 feet;

THENCE S 40°00'00" W, 250.00 feet;

THENCE S 25°00'00" E, 500.00 feet;

THENCE South, 700.00 feet;

THENCE S 50°00'00" E, 1400.00 feet;

THENCE S 04°54'40" W, 768.98 feet to a United States Army Corps. of Engineers (USACE) concrete monument with disk stamped E-155 found on the south line of that certain called 96.2 acre tract of land described as Parcel No. 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton, recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas;

THENCE with the south line of said 96.2 acre tract the follow courses and distances:

S 08°57'00" E, 456.55 feet to a USACE concrete monument with disk stamped E-143;

S 25°30'00" E, 276.39 feet to a USACE concrete monument with disk stamped E-142;

S 11°13'00" E, 384.52 feet to a USACE concrete monument with disk stamped E-141;

S 89°15'00" E, 173.10 feet to a USACE concrete monument with disk stamped E-140;

S 21°02'00" E, 308.70 feet to a USACE concrete monument with disk stamped E-139

S 49°27'00" E, 427.84 feet to a USACE concrete monument with disk stamped E-138;

S 28°47'00" E, 336.67 feet to the northeast corner of that certain called 2.6335 acre tract of land described as Parcel 7, Part 1 in deed in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being on the north line of F. M. 1171;

THENCE with the north line of said F. M. 1171 and the north line of said 2.6335 acre tract the following courses and distances:

S 84°48'20" W, 336.32 feet to a Texas Department of Transportation (TXDOT) monument with disk found;

S 88°19'10" W, 328.19 feet to a TXDOT monument with disk found;

S 84°02'15" W, 197.31 feet to a TXDOT monument with disk found;

S 88°22'00" W, 249.71 feet to a TXDOT monument with disk found;

With a curve to the right having a radius of 1837.88 feet, a central angle of 14°12'44" and an arc length of 455.89 feet, whose chord bears N 84°31'39" W, 454.72 feet to a TXDOT monument with disk found;

N 66°12'00" W, 128.70 feet to a TXDOT monument with disk found;

N 74°39'00" W, 65.41 feet to a point from which a TXDOT monument with disk found bears

S 01°10'30" W, 1.1 feet;

S 89°02'25" W, 68.65 feet to a TXDOT monument with disk found;

N 74°00'35" W, 132.35 feet to a TXDOT monument with disk found;

N 56°54'25" W, 68.01 feet to a TXDOT monument with disk found;

N 74°00'35" W, 25.00 feet to a point from which a TXDOT monument with disk found
bears

S 06°00'00" E, 0.5 feet;

N 84°41'40" W, 107.87 feet to a TXDOT monument with disk found;

N 74°00'35" W, 781.33 feet to the northwest corner of said 2.6335 acre tract, and being the
northwest corner of that certain called 40,987 square feet tract of land described in deed in
favor of Denton County, recorded in Document Number 2008-17554 of the Real Property
Records of Denton County, Texas, and being the southeast corner of said 15.97 acre tract
recorded in Document Number 2010-77708, and being on the west line of said 1129.061
acre tract;

THENCE N 74°00'35" W, continuing with the north line of said F. M. 1171 and the north line of
said called 40,987 square feet tract of land, and the south line of said 15.97 acre tract recorded in
Document Number 2010-77708, passing at 704.4 feet the southwest corner thereof, and being the
southeast corner of said 15.97 acre tract recorded in Document Number 2010-77709, continuing
with the south line of said 15.97 acre tract recorded in Document Number 2010-77709, passing at
1409.0 feet the southwest corner thereof, and being the northwest corner of said 40,987 square feet
tract and being the northeast corner of that certain called 44,003 square feet acre tract of land
described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-
58191 of the Real Property Records of Denton County, Texas, and being on the east line of said
20.206 acre tract, continuing with the north line of said 44,003 square feet tract a total distance of
3126.30 feet to a TXDOT monument with disk found;

THENCE N 65°05'25" W, 64.26 feet continuing with the north line of said F. M. 1171 and the
north line of said 44,003 square feet tract to a TXDOT monument with disk found;

THENCE N 74°00'35" W, 365.53 feet continuing with the north line of said F. M. 1171 and the
north line of said 44,003 square feet tract to the point of beginning and containing approximately
549.157 acres of land.



TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: October 3, 2022

FROM: JP Walton, Strategic Services Manager

ITEM: Consider approval of an engagement letter with P3 Works, LLC, to provide TIRZ consulting services in the amount not to exceed \$16,000, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item is to approve an engagement letter with P3 Works, LLC for TIRZ consulting services. P3 Works will, as directed by the Town Manager, assist with the possible creation of TIRZ #2 and assist with the evaluation of TIRZ #1. The engagement letter outlines the scope of services, compensation, travel and expenses, and termination. P3 Works will perform duties as directed by the Town Manager as it pertains to a potential TIRZ #2 and existing TIRZ #1 and will be compensated on an hourly basis per work completed, not to exceed \$16,000. P3 Works assists cities, counties, and management districts with the creation and administration of their special districts. Staff recommends approval of an engagement letter with P3 Works, LLC for TIRZ consulting services.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Not to exceed \$16,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$16,000	100-600-01000-5230

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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

ATTACHMENTS:

1. P3 Works Engagement Letter

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



October 3, 2022

James W. Childers
Town Manager
2121 Cross Timbers Rd
Flower Mound, Texas 75028

Dear Mr. Childers ,

P3Works, LLC., is pleased to have the opportunity to assist the Town of Flower Mound by providing consulting services related to the contemplated Town of Flower Mound Tax Increment Reinvestment Zone ("TIRZ No. 2").

The following proposal outlines our Scope of Service and the estimated costs for P3Works services related to the negotiations and finalization of Zone No.2 and any related documents.

SCOPE OF SERVICE

P3Works will, as directed by the Town Manager, assist with and evaluation of TIRZ No. 1, as well as the possible creation of the TIRZ No. 2, on an hourly basis. Additionally, as requested and directed by the Town Manager, P3Works will review and provide analysis of draft Development Agreements or Agreements pertaining to the TIRZ No. 1 or TIRZ No. 2.

P3Works will itemize billable time at an hourly rate cited below.

2022 COMPENSATION RATES

All services will be performed on an hourly basis according to the following rate schedule, but not to exceed sixteen thousand (\$16,000) unless approved otherwise by Council:

<i>Title</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

All P3Works invoices will be sent to the Town Manager's office via P3Works's normal accounting procedures and are due and payable upon receipt.

*P3WORKS's hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles.

TRAVEL and EXPENSES

For this engagement, actual travel time will be billed by the hour according to the schedule above.

TERMINATION

The Town may terminate P3Works services with or without cause at any time by written notification to:

Mary V. Petty
Managing Partner
P3Works, LLC.
9284 Huntington Square
Suite 100
North Richland Hills, TX 76182

Only hours worked prior to notice of termination are due and payable upon receipt of final invoice.

We sincerely appreciate the opportunity to serve you and the Town of Flower Mound and look forward to assisting you in these exciting projects.

If these terms are acceptable, please sign below and return at your convenience.

Sincerely,

Mary V. Petty Date: _____
Managing Partner

Acknowledgement:

Mayor Derek France Date: _____

IRMA EXEMPTION LETTER



P3Works, LLC.
9284 Huntington Sq.
Suite 100
North Richland Hills,
Texas 76182

Mary V. Petty
Managing Partner
+1.817.393-0353 Phone
Admin@P3-Works.com

October 3, 2022

Town Manager
2121 Cross Timbers Rd
Flower Mound, Texas

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated October 3, 2022, that the Town of Flower Mound (the "Town") has engaged and is represented by P3Works, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the Town to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties. As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty
Managing Partner

Town Council Future Agenda Items



SCHEDULED	10/17/2022	Consent	Consider the approval of an Interlocal Agreement renewal between the Town and NCTCOG for Town staff to have continued access to high-resolution aerial photography, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	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.
		Consent	Consider approval of a lease agreement for the acquisition of Axon electric control devices (ECD or Taser); and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase of four vehicles for Public Works Department
		Consent	Consider the approval of an Interlocal Agreement between the Town and NCTCOG/Nearmap for Town staff to have access to an aerial photography service, 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 2022 Bulletproof Vest Partnership.
		Presentation	DENCO Exec. Director Greg Ballentine
		Presentation	Placeholder: Proclamation for Chiropractic Health Month October 2022
		Regular	Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0003 – Development Fees) by amending appendix A entitled "Fee Schedule," to update fees related to land development within the Town. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
		Regular	Timber Creek Water & Sewer Replacement
		Regular	Public Hearing to consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article II, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the 2021 edition of the International Building Code and local amendments thereto.
		Regular	Public Hearing to consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XIV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Residential Code, 2021 edition, and local amendments thereto.

SCHEDULED	10/17/2022	Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR22-0002 – Cross Timbers Conservation Development District Update) by amending Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend conservation development standards within the Cross Timbers Conservation Development District. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn Farms) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designations from Low Density Residential, Office and Retail uses to Low Density Residential, Medium Density Residential and High Density Single Family Detached Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn Farms) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA22-0001 – Cross Timbers Conservation Development District Update) by amending Section 1 “Land Use Plan,” Section 2 “Area Plan,” and Section 4 “Urban Design Plan,” for the purpose of updating conservation expectations and vision within the Cross Timbers Conservation Development District. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0003 – Development Fees) by amending appendix A entitled “Fee Schedule,” to update fees related to land development within the Town. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Development Regulations (LDR22-0001 – Landscape Ordinance Update) by amending Chapter 74 “General Provisions,” Chapter 82 “Development Standards,” Chapter 94 “Trees,” and Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend and propose new landscaping standards for the purpose of clarifying and updating certain sections. (PZ recommended approval/denial by a vote of 0 to 0 at its October 10, 2022, meeting.)
	11/7/2022	Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorization for the mayor to execute same on behalf of the Town.
		Consent	Consider approval of the award of RFP No. 2023-2-A with TBD in the amount of TBD for health benefits brokers services with TBD and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Timber Creek Water & Sewer Replacement - Testing Award

SCHEDULED	11/7/2022	Presentation	Presentation by the Friends of the Library of a donation to the Town in the amount of \$60,000
		Presentation	Proclamation to designate November as Arts Month in Flower Mound
		Regular	Consider approval of a Development Agreement with Samuel GT Partners, LLC., to address certain development items associated with the development of the Flower Mound Ranch and Prairie Vista development projects; and authorization for the Mayor to execute same on behalf of the Town
	11/17/2022	Regular	Discuss and receive direction on Community Support funding policy
	11/21/2022	Consent	City Works Migration and Implementation Services
		Consent	Placeholder: Canvass Election
	12/19/2022	Regular	Placeholder: Judge reappointment