

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

6/20/2022

**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.

Please silence all electronic devices in Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Proclamation for National Parks and Recreation Month
2. Proclamation for International Yoga Day
3. Veterans Liaison Board Update
4. All Together Flower Mound Commission Update

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
4. Municipal Debt overview
5. Residential Rehabilitation Program

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. The July 4 meeting has been canceled in observance of Independence Day.
2. A regular meeting is scheduled for Monday, July 18.
3. A work session is scheduled for Thursday, July 21.

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 6/6 & 6/16- Consider approval of the minutes from a regular meeting of the Town Council held on June 6, 2022, and of the Strategic Planning Session held on June 16, 2022.
2. Handyman Contract- Consider approval of the award of Competitive Sealed Bid Number 2022-29-A to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$250,000; and authorization for the Mayor to execute same on behalf of the Town.
3. Screenwall Fire Station 1- Consider approval of a Buy Board Quote from Stovall Commercial Contractors LLC to construct a brick screen wall, install an above ground fuel storage tank, dispenser, and piping for the fuel site at Fire Station 1 in the amount of \$199,531.01
4. Interlocal Fire Dept Training Facility- Consider approval of an interlocal agreement with the Dallas-Fort Worth International Airport (DFWIA) to allow the use of their firefighting training facility for Citizens Fire Academy as well as various practice skills for the Flower Mound Fire Department and authorization for the Mayor to execute same on behalf of the Town.

5. Rheudasil Park - CO4- Consider approval of Change Order No. 4 for the construction of the Rheudasil Park project, amending the contract with North Rock Construction, LLC., to provide an increase to the contract in the amount of \$52,479.33; and authorization for the Mayor to execute same on behalf of the Town.
6. Upper Timber Interceptor- Consider approval of services for the existing sanitary sewer main related to the Upper Timber Interceptor (Morriss Road to One Place Lane) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through Buyboard, in the amount of \$55,302.50.
7. SOQ Firms Selections- Consider approval of seventeen (17) professional engineering firms to provide professional engineering services, five (5) geotechnical engineering firms to provide material testing services, two (2) independent property appraisal firms to provide real property appraisals, and two (2) subsurface utility engineering firms to provide subsurface utility engineering for the Town, for a two-year term ending June 19, 2024.
8. Ballfields Fence Replacement- Consider approval of the purchase and installation of chain-link fabric replacement on the fence and backstops of Glenwick Park and Wilkerson Park ballfields in the amount of \$58,920.00 with B&S Fence Company.

K. REGULAR ITEMS

9. Certificates of Obligation 2022- Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2022, for the purpose of paying for waterworks and sewer system improvements, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
10. Homestead Exemption Increase- Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 7.5%
11. Tennis Center Funding Options- Hold a discussion and provide direction regarding funding options for the Tennis Center.
12. SP22-0004 Argyle ISD Phase III Parking- Consider a request for a Site Plan (SP22-0004 – Argyle ISD Phase III HS Additional Parking) to install additional parking for the high school site, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and Stonecrest Road. (PZ recommended approval by a vote of 7 to 0 at its June 13, 2022, meeting.)
13. ZPD21-0010 Embree 2499- Public Hearing to consider an ordinance for rezoning (ZPD21-0010 – Embree 2499) from Agricultural District (A) and Single Family-Estate (SF-E) to Planned Development District No. 186 (PD-186) with Retail-2 District (R-2) and Office District (O) uses, with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Sagebrush Drive and west of Long Prairie Road. (PZ tabled this item to a date certain by a vote of 6 to 0 at its May 23, 2022, meeting.) (PZ recommended approval by a vote of 7 to 0 at its June 13, 2022, meeting.)

14. TRP21-0028 Embree- Public Hearing to consider an application for a tree removal permit (TRP21-0028) for three (3) specimen trees on property proposed for development as Embree 2499. The property is generally located west of Long Prairie Road and south of Sagebrush Drive. (The Environmental Conservation Commission recommended approval by a vote of 5-1-0 at its January 4, 2022, meeting).
15. ZPD21-0019 Sethi Property-Waketon Rd- Public Hearing to consider an ordinance for rezoning (ZPD21-0019 – Sethi Property) from Agricultural District uses to Planned Development District No. 191 (PD-191) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located North of Waketon Road and east of Timber Way. (PZ recommended approval by a vote of 7 to 0 at its June 13, 2022, meeting.)
16. TRP22-0005 Sethi- Public Hearing to consider an application for a tree removal permit (TRP22-0005) for three (3) specimen trees on property proposed for development as Sethi Property. The property is generally located north of Waketon Road and east of Timber Way. (The Environmental Conservation Commission recommended approval for specimen trees #1107 and #1387A and denial of specimen tree #1388 by a vote of 4-0-0 at its June 7, 2022, meeting).

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

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

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with 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. Stormwater Control
- 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 resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, 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.

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: June 17, 2022, at 2:30 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: June 20, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on June 6, 2022, and of the Strategic Planning Session held on June 16, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting on June 6, 2022, and a strategic planning session on June 16, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 6.6.22
2. Draft minutes 6.16.22

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 6TH DAY OF JUNE 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
Matt Hotelling	Senior Engineering Transportation Manager
Melody Eby	Economic Development Specialist
Brian Waltenburg	Assistant Director of Engineering

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

Mayor France gave the invocation and led the pledges.

D. PRESENTATIONS

1. Certificate of Achievement presented to Tvisha Modi for Team USA - Badminton

Mayor France presented this certificate to Tvisha Modi for this achievement.

2. Our Daily Bread – Denton information and programs

Alicia Barker, Development Director, Our Daily Bread, gave a presentation outlining their services.

3. Transportation Commission update

Chris Reed, Transportation Chair, gave a presentation identifying or noting:

- Vision and mission statement
- Accomplishments
- 2022 work topics

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.	Ronnie Jones, 1501 Old Oak Trail	All Together Flower Mound
2.	Jody Roach, 4975 Lusk Ln	All Together Flower Mound
3.	Jeff Younger 1212 Blairwood Dr	All Together Flower Mound
4.	Troy Anderson, 4104 Shelby Ct	All Together Flower Mound
5.	Fred Vincent, 3933 Bordeaux Cir with donated time from: Mary Regan, 3128 Mission Ridge Dr Marie Brown, 6709 Canyon Oak Ct	Environmental

F. ANNOUNCEMENTS

Councilmember Martin congratulated Kim Olsen for taking the photo that will be used on the Town's annual report.

Councilmember Engel reported on the Fire Department pinning ceremony he attended. He also announced that the Police Department is soon to start their Junior Citizen Police Academy.

Mayor France announced that the Flower Mound High School girls track and field team won a state championship.

G. TOWN MANAGER'S REPORT

Mr. Childers provided background information on the following items:

1. Capital Improvement projects
No discussion.
2. Morriss Rd speed limit

Mr. Hotelling gave a presentation identifying or noting:

- History of speed limit change

and he responded to questions or comments from Council regarding:

- Public safety

There was Council discussion regarding:

- Interest in keeping the speed limit the same but take advantage of adaptive signaling
- If the speed limit will remain 35 mph additional enforcement might be needed because drivers are exceeding the current 35 mph
- People are already speeding at 35 mph and if it was higher it would even be more of a problem

- How the public that attended the Transportation Commission meeting were in favor of keeping at the speed limit at 35 mph
3. Economic Development projects
No discussion.
 4. Organizational updates
No discussion.
 5. Flower Mound Junior Leadership Program
Ms. Eby gave a presentation identifying or noting:
 - Program description
 - Status update
 and she responded to questions from Council regarding:
 - Whether other area schools will be involved

H. FUTURE AGENDA ITEMS

1. Mayor France indicated he would like Council to consider a review of Resolution No. 18-21 (All Together Flower Mound), and more specifically as it relates to transparency and associated procedures, including modifying language that stipulates they comply with the Open Meetings Act.

Some members of Council provided a statement of fact noting that it was always Council's intention to review the board after some time has passed, since it was a new board.

Ms. Scott clarified that there will be an opportunity to provide feedback regarding the scope of work, etc. at the June 20 meeting, since it's already slated to be an agenda item.

2. Mayor France indicated he would like Council to review and consider a presentation for GoZone On-Demand transportation services.

There was Council consensus to hear the presentation.

I. COORDINATION OF CALENDARS

1. The Strategic Planning Session is scheduled for Thursday, June 16, 4:00 p.m.
2. A regular meeting is scheduled for Monday, June 20.

Mayor France announced the above referenced meeting dates and inquired if all members of Council will be available to attend. Councilmember Taylor indicated he will not be at the June 16th meeting.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on May 17, 2022.
2. Consider approval of the minutes from a special work session of the Town Council held on May 25, 2022.

3. Consider approval of the engagement letter with Eide Bailly, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2022; and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval of a Professional Services Agreement with Tom Davis to provide Housing Rehabilitation Specialist services, and authorization for the Mayor to execute same on behalf of the Town.
5. Consider approval of a resolution suspending the June 17, 2022, effective date of Oncor Electric Delivery Company's requested rate increase in order for the Town to study the request with other cities in the service area.

RESOLUTION NO. 06-22

RESOLUTION OF THE TOWN OF FLOWER MOUND SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

6. Consider approval of an ordinance for a street name change for Bridgewater Avenue (200 - 300 block) to McConathy Way (200 - 300 block) (The Transportation Commission recommended to change the street name by a vote of 6 to 0 at its May 10, 2022, meeting)

ORDINANCE NO. 28-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING A STREET NAME CHANGE FOR THE ROADWAY KNOWN AS "BRIDGEWATER AVENUE" TO "McCONATHY WAY;" AMENDING EXHIBIT A "LIST OF ENUMERATED STREETS" OF ARTICLE V "SPEED LIMITS" OF THE FLOWER MOUND CODE TO REMOVE BRIDGEWATER AVENUE AND ADD McCONATHY WAY WITH A PRIMA FACIE SPEED OF 25 MILES PER HOUR; AUTHORIZING NECESSARY ACTIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

7. Consider approval of an ordinance for a street name change for a section of roadway known as Boat Ramp on the eastern end of Lake Ridge Road to Lake Ridge Drive. (The Transportation Commission recommended to change the street name by a vote of 6 to 0 at its March 8, 2022, meeting)

ORDINANCE NO. 29-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING A STREET NAME CHANGE FOR THE ROADWAY KNOWN AS "BOAT RAMP" ON THE SOUTHEASTERN END OF LAKE RIDGE ROAD TO "LAKE RIDGE DRIVE;" AUTHORIZING NECESSARY ACTIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

8. Consider approval of a Professional Services Agreement for the 2021 Water and Wastewater Model update project, with Kimley-Horn, for \$25,400; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of a Construction Agreement with GeoSurfaces, Inc. for the purchase and installation of artificial turf on the infield of field #11 at Bakersfield Park, through The Interlocal Purchasing System (TIPS), in the amount of \$169,070.00; and authorize for the Mayor to execute same on behalf of the Town
10. Consider approval of Amendment No. 5 to the Fiscal Year 2021-2022 Capital Improvement Program.
11. Consider approval of the purchase and installation of the 2021-22 Playground Replacements project, for Peacock Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$243,189.00.

Mayor Pro Tem Sharma moved to approve by consent Items 1 – 11, as presented in the agenda caption. Deputy Mayor Pro Tem Martin 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

K. REGULAR ITEMS

12. Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (P&Z recommended approval with conditions by a vote of 6 to 0 at its December 13, 2021, meeting.) (On February 7, 2022, Town Council postponed this item to the March 21, 2022, meeting by a vote of 5 to 0 at the Applicant's request). (On March 21, 2022, Town Council postponed this item to the June 6, 2022, meeting by a vote of 5 to 0 at the Applicant's request).

ORDINANCE NO. 30-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 472 (SUP-472) TO PERMIT A RETAIL, GENERAL (OUTDOORS) USE FOR A BOAT DEALERSHIP USE TO OPERATE WITHIN AN EXISTING CAR DEALERSHIP FACILITY ON CERTAIN PROPERTY DESCRIBED AS 5.48 ACRES OF LAND AND BEING ALL OF LOT 2R1, BLOCK A, OF THE STONE HILL FARMS RETAIL EAST II ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 43 (PD-43) WITH COMMERCIAL DISTRICT-2 (C-2) USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Background information
- General and detailed location
- Land use and zoning
- Concept plan
- Approved landscape plan
- Approved elevations
- Site photos
- SUP Conditions

and she responded to questions or comments from Council regarding:

- Clarification regarding
 - o the 3 year automatic renewal
 - o auto and boat sales
- Existing operations and code compliance
- Current hours of operation
- If restrictions run with the property

Applicant Presentation

Paul Bosco

Mr. Bosco responded to questions or comments from Council regarding:

- Current hours and days of week open
- Gate access and Fire Department needs
- Storage aspects (650 sf limitation)
- Automatic renewal
- Responsiveness to the Town

Mayor France opened the Public Hearing at 7:26 p.m. No one spoke. Mayor France closed the Public Hearing at 7:26 p.m.

There was Council discussion regarding:

- SUP conditions language
- Concept plan, including parking
- Hours of operation

Councilmember Schiestel moved to approve SUP 472 with the changes requested by the applicant, except item number 1, hours of operation is removed, and item number 5, automatic renewal is retained. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

Motion passed

13. Consider approval of a Construction Agreement with Fort Worth Civil Constructors, LLC for the Oak Street Lift Station and Force Main Phase IV project, in the amount of \$5,465,406.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Waltenburg gave a presentation identifying or noting:

- Background information
- Lift station drainage basin
- 2020 wastewater master plan
- Verified bid results
- Project budget, including funding sources
- Project schedule

and he responded to questions or comments from Council regarding:

- Cost increase
- Vendor qualifications

Councilmember Engel moved to approve as presented. Councilmember Taylor seconded the motion.

VOTE ON MOTION:

AYES: TAYLOR, SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

Motion passed

L. 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.

Mayor France noted that Deputy Mayor Pro Tem Ann Martin has expressed interest in serving as the municipal representative on the Animal Services Board.

For the Animal Services Board, Councilmember Taylor moved to appoint Ann Martin, Deputy Mayor Pro Tem, effective immediately and with a term expiration date of September 30, 2023. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL, TAYLOR

NAYS: NONE

Motion passed

Mayor France announced that the Tax Increment Reinvestment Zone will need to meet prior to their usual December meeting. He sought Council's interest in filling the vacated seat for the purpose of having a full board.

There was Council consensus to have a full board represented at a future TIRZ meeting, and for the Town Secretary to provide a list of current applicants that indicated interest in serving on this board for Council consideration at the next meeting.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 7:47 p.m. on June 6, 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 9:10 p.m. on June 6, 2022, and no action was taken on the following items:

- a. Consultation with Attorney.
 - 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 - 2. Rockledge Park
 - 3. Housing Discrimination Complaint
- 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 resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ).

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 9:10 p.m. on Monday, June 6, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

THE FLOWER MOUND TOWN COUNCIL STRATEGIC PLANNING SESSION: HELD ON THE 16TH DAY OF JUNE 2022, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 4:00 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 (via teleconference)*	Councilmember Place 3
Jim Engel	Councilmember Place 4

*The following language was posted in the agenda:

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with a single member of Town Council participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

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

Theresa Scott	Town Secretary
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Tammy Wilson	Chief Financial Officer
Chuck Jennings	Director of Parks and Recreation
JP Walton	Strategic Services Manager
Clay Riggs	Director of Public Works
Matt Hotelling	Senior Engineering Transportation Manager
Sue Ridnour	Director of Library Services
Julie Taylor	Director of Treasury Operations
Melissa Demmitt	Director of Communications

and the following consultant participating (for the Cultural Arts Center presentation):

Andrew Oxley	Oxley Williams Tharp Architects
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A. CALL STRATEGIC PLANNING SESSION TO ORDER

Mayor France called the meeting to order at 4:00 p.m.

B. PUBLIC COMMENT

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

	Speaker name and address	Subject (as written on the form)
1.	Tom Bailey, 1205 Indian Cherry Ln	Cultural Arts Center

2.	Fred Vincent, 3933 Bordeaux Cir With donated time from: Elizabeth Brannon, 4108 Withers Rd	Environmental Quality
3.	Beth Dilley, 3100 Sagebrush Dr	Cultural Arts Center
4.	Kirti Patel, 4113 Messina Path	Cultural Arts Center

C. **AGENDA ITEMS**

Mr. Walton, Strategic Services Manager, outlined the meeting format.

Mr. Childers reported on the possibility of a future council retreat in the fall, and the associated purpose.

Various Town staff gave presentations and responded to comments or questions on the following topics:

Discussion of the Town's Strategic Plan including objectives, action items, targets, and performance for the goals of:

1. Safety and Security
2. First Rate Infrastructure
3. Financial Soundness and Operational Excellence
4. Superior Quality of Life
5. Dynamic Economic Environment
6. Regional Cooperation
7. Community Engagement
8. Quality Workforce

Town Council recessed at 6:28 p.m. and reconvened at 6:52 p.m.

And including discussions involving:

9. Town communications, website, notifications, customer service, technology, transparency, engagement, new resident information, and council retreat
10. Town finance, tax rate, budget, revenues, expenditures, development fees, homestead exemption, dedicated sales tax election, and facilities
11. Economic development, incentives, office development, warehouse uses, and Tax Increment Reinvestment Zone (TIRZ) #1
12. Public Art, cultural arts center, historical commission, and boards and commissions
13. Town infrastructure, transportation, traffic management/synchronization, traffic signals, sidewalks/connectivity, lighting, water, wastewater, and drainage
14. Development processes/standards/fees, neighborhood planning, growth, infill locations, uses, housing, SMARTGrowth, Cross Timbers Conservation Development District development options, Master Plan, and zoning regulations

A strategic planning session report will be forthcoming for Council approval. Once adopted by Council the report will be posted on the Town Council section of the Town's website with previous reports (bottom of the page).

D. ADJOURN PLANNING SESSION

Mayor France adjourned the planning session at 9:29 p.m. on Thursday, June 16, 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: June 20, 2022

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of the award of Competitive Sealed Bid Number 2022-29-A to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$250,000; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: A Request for Bids was issued and a notice to proposers was advertised and two (2) responses were received by the due date. A review was conducted by the Facilities Management Division representatives to ensure that both vendors met all requirements as specified for this service.

The Contractors will perform minor construction and repair activities as directed by the Flower Mound Facilities Management Division and shall consist of work activities normally completed by Facilities. The work under this contract will be completed on an 'as needed' basis and will be assigned to the Contractors when the workload of Facilities exceeds the available resources for the timely and successful completion of the work activity. The work activities are based upon work overages, work back logs, and/or emergency requests. The work is for labor only unless otherwise indicated at the time of request. The contract is for one-year with four one-year renewal options.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$250,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$250,000	100-650-59200-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract – 2022-29-A EB Solutions dba Zac Moore
2. Contract – 2022-29-A Unicare Building Maintenance, Inc

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

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

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and EB Solutions dba Zac Moore ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide products/services relative to: Handyman Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Seller shall submit separate invoices on each order after each delivery. Invoices shall indicate the department, requestor, shall be itemized and transportation charges, if any, shall be listed separately. **Mail to: Town of Flower Mound, Attn: Accounts Payable, 2121 Cross Timbers Road, Flower Mound, TX 75028 or email to accountspayable@flower-mound.com.** Payment shall not be due until the above instruments are submitted after delivery. Payment terms are Net 30 per the Texas Prompt Payment Act. Seller should keep the Accounts Payable Office advised of any changes in remittance addresses. Town's obligation is payable only and solely from funds available for the purpose of the purchase. Do not include Federal Excise, State or City Sales Tax. Town shall furnish tax exemption certificate upon request

7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of **contract renewal** by a submitted request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

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

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

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

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.
- 16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
- 17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
 - a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
- 18. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
- 19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
- 20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All

necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

- 21. ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
- 22. ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 23. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
- 24. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
- 25. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

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

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

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

Name: _____
Title: _____
Company Name: _____
Address: _____
City, State, Zip: _____

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

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

31. **INDEMNITY:** The seller shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the seller so agrees upon the submission of the bid. The seller shall deliver, if so, requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

AGREED TO BY:**TOWN OF FLOWER MOUND, TEXAS**

By: _____

By: _____

Name: _____

Title: _____

Mayor Derek France

Date: _____

Date: _____

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

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Unicare Building Maintenance, Inc. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide products/services relative to: Handyman Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Seller shall submit separate invoices on each order after each delivery. Invoices shall indicate the department, requestor, shall be itemized and transportation charges, if any, shall be listed separately. **Mail to: Town of Flower Mound, Attn: Accounts Payable, 2121 Cross Timbers Road, Flower Mound, TX 75028 or email to accountspayable@flower-mound.com.** Payment shall not be due until the above instruments are submitted after delivery. Payment terms are Net 30 per the Texas Prompt Payment Act. Seller should keep the Accounts Payable Office advised of any changes in remittance addresses. Town's obligation is payable only and solely from funds available for the purpose of the purchase. Do not include Federal Excise, State or City Sales Tax. Town shall furnish tax exemption certificate upon request

7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of **contract renewal** by a submitted request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

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

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

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.
- 16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
- 17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
 - a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
- 18. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
- 19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
- 20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All

necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

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

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

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

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

Name: _____
Title: _____
Company Name: _____
Address: _____
City, State, Zip: _____

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

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

31. **INDEMNITY:** The seller shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the seller so agrees upon the submission of the bid. The seller shall deliver, if so, requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

AGREED TO BY:**TOWN OF FLOWER MOUND, TEXAS**

By: _____

By: _____

Name: _____

Mayor Derek France

Title: _____

Date: _____

Date: _____



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: June 20, 2022

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of a Buy Board Quote from Stovall Commercial Contractors LLC to construct a brick screen wall, install an above ground fuel storage tank, dispenser, and piping for the fuel site at Fire Station 1 in the amount of \$199,531.01.

BACKGROUND INFORMATION: The Town Council approved funding for this project as part of a decision package submitted for Fiscal Year 2021-2022. The underground diesel fuel storage tank and fuel lines at Fire Station 1 are over twenty years old and need to be replaced with above ground tanks to reduce the Town's liability should the tank start leaking.

The scope of the project includes installing a new 4,000 gallon (split 2000 gallon unleaded/2000 diesel) above ground fuel storage tank, new fuel management system, and new dual product dispenser, piping, and electrical to replace the systems being removed. The new screen wall is required by Town Ordinance to screen the above ground fuel tank and is an extension of the existing screen wall which screens the emergency generator and electrical transformer. The underground fuel storage tank is scheduled for removal by the end of June 2022 and will make the site ready to install the new tank, screen wall, piping, electrical, and supporting concrete slab.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$199,531.01

Proposed Expenditure/(Revenue):	Account Number(s):
\$199,531.01	378-588-00000-6210

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote 1856 from Stovall Commercial Contractors LLC

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



TOWN COUNCIL AGENDA ITEM NO .4

CONSENT ITEM

DATE: June 20, 2022

FROM: Paul Henley, Fire Chief *PH*

ITEM: Consider approval of an interlocal agreement with the Dallas-Fort Worth International Airport to allow the use of their firefighting training facility for Citizens Fire Academy as well as various practice skills for the Flower Mound Fire Department and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Dallas-Fort Worth International Airport (DFWIA) has a firefighting training facility that the Town of Flower Mound has used for Citizens Fire Academy (CFA) Live Fire training and additional specialty training for the Flower Mound Fire Department (FMFD). In previous years, this facility did not require an agreement but with new management, an Interlocal Agreement is needed to utilize DFWIA's fire training facility in the future. The use of this facility would only be needed until the joint training facility has been completed.

FISCAL IMPACT: N/A

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

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

ATTACHMENTS:

1.DFW International Airport - Firefighter Interlocal Agreement

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

**DFW International Airport – Department of Public Safety
Aircraft Rescue Fire Fighter Training Interlocal Agreement**

THIS AGREEMENT is made and entered into and effective as of _____, by and between the Dallas - Fort Worth International Airport Board (hereafter called "Board"), having an office at 2400 Aviation Drive, D/FW Airport, Texas, 75261-9428, and the Town of Flower Mound, located at 2121 Cross Timbers Road, Flower Mound, TX 75028, (hereinafter called "Agency").

WITNESSETH:

WHEREAS, the Board operates a fire fighting training facility at Dallas-Fort Worth International Airport which utilizes state-of-the-art technology for live fire training and classroom training, and provides the facility and Texas certified instructors to train qualified personnel of other agencies/entities, in both the public and private sector; and

WHEREAS, the Agency's personnel, employees, volunteers, or staff ("Participants") desires to receive training or education services or intends to utilize the Board premises for training or testing at such time(s) and for the type(s) of training under the terms and conditions of this Agreement ("Training Services").

WHEREAS, the Parties are authorized to enter into this interlocal agreements pursuant to the Texas Government Code, chapter 791.

NOW, THEREFORE, Parties, in consideration of terms, covenants, and conditions herein contained, hereby agree as follows:

1. SERVICES PROVIDED BY THE BOARD AND FEES

- A. The Board agrees to provide the Training Services or hereby permits the Agency and Participants to utilize the Training Facility as described in any Proposal(s) requested by Agency and accepted by the Board. Pricing for the Training Services shall be as stated on any Proposal requested by Agency or the Schedule of Charges published by the Board.
- B. If permitted by the Board's payment procedures, training fees and charges may be paid prior to commencement of training. Invoices for Training Services are due no later than the completion of Training Services and shall be considered past due and subject to a late payment fee if not paid within twenty (20) days from date of invoice. Fees will not be charged for cancellation notices received up to forty-eight (48) hours prior to the start of training. The full fee will be charged for drop-outs other than for medical reasons or extreme personal emergencies of Participants. Substitutions will be permitted for registrants who are unable to attend their scheduled session(s). Payment to the Board for Training Services must be made from current revenues.
- C. Payment must be made in United States dollars and may be in the form of cash, check, or cashier's check. Payments may also be made in electronic funds transfer ("EFT") or credit cards in accordance with applicable policies and procedures of the Board's Finance Department. All fees associated with the EFT transaction (whether by ACH or wire transfer) shall be the Agency's responsibility, and the Board shall have no liability for such costs and expenses. Questions regarding billing may be sent by email to firetraining@dfwairport.com. Upon Agency's request, the Board will provide receipt(s) acknowledging payment. Checks shall be made payable to "Dallas/Fort Worth International Airport Board." Mail payment to:

Dallas/Fort Worth Airport Board
Finance Department
P.O. Drawer 974551
DFW Airport, TX 75397-4551

- D. The Board may refuse Training Services to any Participant if the Board determines, its sole discretion, that any Participant is not physically capable of participating in the Training Services, does not have the required minimum level of basic firefighting training to participate in the Training Services, or for other safety or security reasons that may arise. The Board may also refuse to provide Training Services to any Participant that refuses or fails to sign the Board's Claims Release and Hold Harmless agreement.
2. **AGENCY RESPONSIBILITIES:** Agency agrees to be responsible for ensuring that any Participants sent to the Board premises pursuant to this Agreement meet the following minimum requirements to receive the training:
 - A. In order to ensure safe operations during a live fire training exercise involving gas-fired training, Agency hereby represents all Participants have received a minimum level of basic firefighting training. Prior to being permitted to participate in live gas-fire training exercises, Participants must have received appropriate training to meet the performance objectives for Fire Fighter I of the of NFPA 1001, Standard for Fire Fighter Professional qualifications.
 - B. Participants must be physically capable of performing the tasks in the selected course.
 - C. Participants must have operational knowledge of self-contained breathing apparatus (SCBA) operations, unless the training to be undertaken is for SCBA operations.
 - D. If Training Services are on-premise at DFW Airport, Participants must sign and submit a Claims Release and Hold Harmless Agreement.
 - E. While on Board premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Participants shall comply with all applicable United States Federal, State of Texas, and Local laws, statues and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the Board.
 - F. Agency is responsible for ensuring that all Participants have required protective gear, uniforms, or other required equipment for the Training Services. The Board has no responsibility for providing any equipment or uniforms and will not issue a refund if any Participants are unable to complete Training due to insufficient equipment.
3. **TERM:** The term of this Agreement shall be effective on the date of this Agreement is fully executed and continue indefinitely until terminated. The Schedule for Training Services shall be in accordance with any Proposals submitted by Agency and accepted by the Board. This Agreement may be terminated for default upon written notice being provided to the defaulting party. Either party may terminate this agreement for convenience upon 10 days written notice of termination.
4. **CLAIMS RELEASE & LIMITED LIABILITY**
 - A. Agency warrants that all Participants are thoroughly familiar with the type of exercise and physical ability necessary to participate in the training services and represents that, to the best of its knowledge, the health and physical condition of all Participants is excellent and that they are capable of undertaking Training Services.
 - B. The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency's Participants.
 - C. **CLAIMS RELEASE:** IN ACCORDANCE WITH TO THE TEXAS GOVERNMENT CODE SECTION 791.006(a-1), AGENCY HEREBY UNCONDITIONALLY RELEASES AND FOREVER DISCHARGES THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD, THE CITY OF DALLAS, TEXAS, AND THE CITY OF FORT WORTH, TEXAS THEIR RESPECTIVE ELECTED OFFICIALS, BOARDS, COMMISSIONS, SUBSIDIARY AGENCIES, OFFICERS, EMPLOYEES, MEMBERS, AGENTS, VOLUNTEERS, AND

REPRESENTATIVES (HEREINAFTER "RELEASEES") FROM ANY AND ALL MANNER OF CLAIMS, LIABILITIES, AND CAUSES OF ACTION WHICH IT MIGHT HAVE AGAINST SAID RELEASEES AS A RESULT OF ANY INJURY OR DAMAGES SUSTAINED BY AGENCY'S EMPLOYEES, OR PARTICIPANTS WHILE PARTICIPATING IN THE TRAINING SERVICES, IN TRAVELING TO OR FROM BOARD PREMISES, OR IN ANY WAY RESULTING FROM THE CONTENT OF THE TRAINING SERVICES EITHER DURING OR AFTER ANY OF AGENCY'S PARTICIPANTS OR EMPLOYEES PARTICIPATION IN IT, EXCEPT FOR INJURIES AND DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BOARD.

- D. It is further agreed that the acceptance of this Claims Release shall not constitute a waiver by the Dallas/Fort Worth International Airport Board of its defense of governmental immunity or any other defense recognized by federal and state statutes and court decisions; nor shall the opportunity to participate granted herein alter the legal status of Agency, its employees, or Participants receiving Training Services as licensees in the use of Board premises.
 - E. Agency acknowledges that it has read and fully understands the terms and conditions of this Claims Release, and further understands that the opportunity to have Agency's Participants receive the Training Services is afforded by the Board based upon the execution of this Agreement.
 - F. LIMITED LIABILITY. ALL TRAINING SERVICES WILL BE PROVIDED BY THE BOARD 'AS IS' AND THE BOARD DOES NOT MAKE ANY WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED. THE BOARD SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; LOSS OF GOODWILL' COSTS OF SUBSTITUTE SERVICES; OR DAMAGES EXCEEDING THE TOTAL AMOUNT PAID TO THE BOARD BY AGENCY IN ANY FISCAL YEAR FOR BREACH OF THIS AGREEMENT OR ANY CLAIM ARISING FROM TRAINING SERVICES.
5. NON-DISCRIMINATION: It is this policy of the Dallas-Fort Worth Airport Board that all parties to this Agreement shall not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangement. Agency covenants that it will take all necessary action to ensure that it will comply with the Board's policy regarding this matter and not discriminate in the selection of its personnel to receive the Training Services.
 6. VENUE; DISPUTE RESOLUTION: This Agreement shall be enforceable in Dallas County or Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Dallas or Tarrant Counties, Texas. No party shall file suit against the other to enforce any provision of or to resolve any dispute relating to the terms of the Agreement without first providing the other party with a written notice of its intent to sue. The parties shall then endeavor to resolve any dispute related to the subject matter of this Agreement through discussions between senior executives and/or legal counsel for each party or through mediation before a mutually acceptable mediator. No lawsuit under this Agreement by one party against the other may be filed until mediation on the issues has ended.
 7. FORCE MAJEURE: Neither the Board nor Agency shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or major public emergencies requiring response by either the Board's training staff or Agency's personnel or Participants during the time of the scheduled training, or any other circumstances for which it is not responsible or which is not under its control; provided, however, that in any such event the training will be rescheduled to a time mutually agreed upon by the Parties.

8. **ASSIGNMENT:** Agency shall not sell, assign, transfer, its interest or its rights in this Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the Board.
9. **COUNTERPARTS:** This Agreement may be executed, including electronically, in one or more counterparts each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.
10. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Agreement, their assigns.
11. **THIRD PARTY BENEFICIARIES:** This Agreement is made for the sole benefit of the Agency and the Board, no other person shall be deemed a third party beneficiary under this Agreement nor shall any other person have any rights to enforce the provisions of this Agreement nor any remedies hereunder except as expressly stated in Section 4(C).
12. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
13. **CERTIFICATION OF EXECUTION:** The person or persons signing and executing this Agreement on behalf of Agency or representing themselves as signing and executing this Contract on behalf of Agency, hereby warrants and certifies that he, she or they have been duly authorized by Agency to execute this Contract on behalf of Agency and to validly and legally bind Agency to all terms, performances and provisions herein set forth.
14. **CAPTIONS:** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
15. **ENTIRE AGREEMENT:** This Agreement, along with applicable attachments incorporated herein and made part hereof by reference, constitutes the entire Agreement between the parties and supersedes all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without a written agreement executed by both parties.
16. **COUNTERPARTS:** This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

[this space is intentionally blank; signatures appear on the following page]

EXECUTED on behalf of the Dallas/Fort Worth International Airport Board by the undersigned representative authorized by the Board's Chief Executive Officer and on behalf of Agency by its undersigned authorized representative.

DALLAS/FORT WORTH
INTERNATIONAL AIRPORT BOARD

Agency : Town of Flower Mound
(Legal Name of Agency)

By_____

By_____

Printed
Name Chris McLaughlin

Printed
Name Derek France

Title EVP Operations

Title Mayor

Approved as to form:

By: _____
Legal Counsel for the Board



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: June 20, 2022

FROM: Brennon Peltier, Park Development Manager

ITEM: Consider approval of Change Order No. 4 for the construction of the Rheudasil Park project, amending the contract with North Rock Construction, LLC., to provide an increase to the contract in the amount of \$52,479.33; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On November 18, 2020, six responsive bids were tabulated, and the lowest qualified, responsive bidder was North Rock Construction, LLC., with a base bid of \$1,991,003.71. In addition, bid options totaling \$469,728.14 were awarded for a total award amount of \$2,460,731.85. The bid options included the addition of a boardwalk with guardrails, boardwalk lighting, and enhanced landscaping in several areas.

Change Order No.1, approved by the Town Manager, decreased the amount of the contact by \$16,987.20. The change order included the removal of "Sanitary Sewer by Open Cut" method and added a "Sanitary Sewer connection made by Boring method" as well as removed "Interpretive Wall using Form Board" method and added "Interpretive Wall using Form Liner method".

Change Order No. 2, approved by Town Council, increase the amount of the contract by \$21,775.00. The change order included installing a 5' manhole in lieu of a 4' manhole, removing an existing tee & sleeve, and sleeving at the main line.

Change Order No. 3, approved by the Town Manager, increased the contract amount by \$2,019.59. The change order included deduction of 191 Linear Feet of C-1 Mow Curb and replacement with 2 Foot X 2 Foot Limestone Quarry Block. Using the Quarry Block instead of C-1 Mow Curb creates less disturbance to tree roots.

Change Order No. 4 provides for an increase of \$52,479.33 to the contract amount. The change order includes installation of 145 linear feet of a safety cable rail system along the top of the pavilion/restroom wall, removal/replacement of two failing storm inlet throats along Lake Forest Boulevard, the addition of 17,104 square feet of Bermuda sod, and additional materials/labor for the painting of the restroom floors to provide for easier maintenance. If approved, the updated contract amount will be \$2,520,018.57 and eighteen additional days will be added to the completion schedule.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the change order will cause the Rheudasil Park to have an unsafe drop off along the restroom/pavilion wall, the potential for improper storm drainage along Lake Forest Boulevard, bare areas of soil where no landscaping has been installed, and more difficult maintenance in the restroom areas.

FISCAL IMPACT: \$52,479.33

Proposed Expenditure/(Revenue):	Account Number(s):
\$52,479.33	310-320-90661-6210

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

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

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1.Change Order No. 4

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

CHANGE ORDER

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

Owner: Town of Flower Mound

Contractor: North Rock Construction, LLC
525 South Loop 288 Suite 105
Denton, Texas 76205

Project: Rheudasil Park Improvements

CHANGE ORDER NO. 4

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

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

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
CO4-A	Add safety cable rail system	ADD	145.00	LF	\$160.21	\$23,230.45
CO4-B	Remove and replace existing storm inlet throats	ADD	2.00	EA	\$8,530.66	\$17,061.32
CO4-C	Add Bermuda Sod per plans	ADD	17,014.00	SF	\$0.54	\$9,187.56
CO4-D	Add restroom floor painting	ADD	1.00	LS	\$3,000.00	\$3,000.00
						\$52,479.33

Original Contract Price

\$2,460,731.85

Change Order No. 1

(\$16,987.20)

Change Order No. 2

\$21,775.00

Change Order No. 3

\$2,019.59

Change Order No. 4

\$52,479.33**Revised Contract Price****\$2,520,018.57****Bid Item No. JUSTIFICATION**

- CO4-A Provides for purchase and installation of a safety railing along the top of the pavilion/restroom wall. There is currently a maximum 9'0" dropoff from the top of wall to the pavilion floor.
- CO4-B Remove and replace storm inlet throats along Lake Forest Blvd. Existing inlets are failing and may not allow for proper storm drainage.
- CO4-C Provides for installation of 17,014 sf of sod. This amount was incorrectly deducted during the bid phase of the project.
- CO4-D Provides material and application of restroom floor painting. This epoxy paint will make for easier cleaning and maintenance by Parks staff.

Original Substantial Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Change Order No. 3 Additional Days

Change Order No. 4 Additional Days

Revised Substantial Completion Days

270

0

5

2

18

295

Original Final Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Change Order No. 3 Additional Days

Change Order No. 4 Additional Days

Revised Final Completion Days

300

0

5

2

18

325

Recommended



6/3/2022

Brennon Peltier

Date

Park Development Manager



6/3/2022

Contractor

Date



Contractor Title

Approved

Derek France

Date

Mayor



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: June 20, 2022

FROM: Blake Hummel, P.E., Senior Project Engineer

ITEM: Consider approval of exploratory services for the existing sanitary sewer main related to the Upper Timber Interceptor (Morris Road to One Place Lane) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through Buyboard, in the amount of \$55,302.50.

BACKGROUND INFORMATION: The Upper Timber Interceptor (Morris Road to One Place Lane) project consists of the upsize of roughly 3,800' of existing 27" sanitary sewer main from Morris Road to One Place Lane. The project will also include CIPP lining of roughly 140' of existing 27" sanitary sewer main under Morris Road and roughly 1,250' of 27" sanitary sewer main along One Place Lane to Parker Square. The Buyboard Proposal currently being presented is the initial phase of the project which consists of performing Closed-Circuit TV and cleaning of the full length of 27" sanitary sewer main (5,190'). From that data obtained a condition assessment can be generated to identify spot repairs that are in immediate need of correction. Construction funding needed for the upsize the 3,800' of sanitary sewer from 27" to 30" is currently planned for FY 2022-2023. Additional project funding could possibly be shifted to a later fiscal year pending the findings of the condition assessment.

Sections of the existing sanitary sewer main are unable to be properly inspected by the Town's Public Works department so this initial phase of the project will clear and clean the areas known to Public Works as having recurring problems. After the sanitary sewer main is cleaned, the Closed-Circuit TV inspection will be performed to video and document current conditions and any unknown connections. All crews performing the cleaning and inspection will be NASSCO PACP (National Association of Sewer Service Companies Pipeline Assessment Certification Program) certified.

The services Insituform Technologies, LLC is providing will help improve the understanding of the existing condition of the sanitary sewer main and allow for a more accurate proposal to be created for the upcoming spot repairs and Cured-In-Place Pipe rehabilitation project later this fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Buyboard Proposal for cleaning & Closed-Circuit TV viewing of the existing sanitary sewer main would remove the ability of Town staff to verify current condition and service line connections. Establishing an accurate proposal for the Cured-In-Place Pipe rehabilitation and spot repairs will eliminate many of the unknowns that would be potential change orders. This verification is necessary to ensure a quality project.

FISCAL IMPACT: \$55,302.50

Proposed Expenditure/(Revenue):	Account Number(s):
\$55,302.50	630-970-98734-6180

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

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

- Utility Debt \$400,000

LEGAL REVIEW: Cara Leahy White of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has previously reviewed identical language used for the ***Buyboard Proposal*** as to form and legality with the Timber Creek Trunk Line (Morriss Road to Rawlings Street) project approved by Town Council on April 20, 2020.

ATTACHMENTS:

1. Insituform Buyboard Proposal

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



Insituform Technologies, LLC is a subsidiary of Aegion Corporation

1103 Postwood Dr.
Corinth, TX 76210
www.insituform.com

Name: Tim Peterie
Phone: 214-317-0950

Fax: 940-498-0265
Email: tpeterie@insituform.com

May 23, 2022

ACES#: AAJA-ZZZ7BD

Mr. Blake Hummel, PE
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028-1820

Buyboard Proposal

Project Name: **Town of Flower Mound, TX – Upper Timbercreek (Morris to One Place Ln)
27" Clean & CCTV Sanitary Sewer**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to complete the referenced project (as detailed by the Town of Flower Mound) utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

This pricing is based on the best available information at the time of this proposal. It is understood that the work to be completed in this proposal will include cleaning the lines by removing all loose debris, completing TV assessments, and provide video where TV is completed to assist with sewer condition assessment.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.

Cleaning crews will be NASSCO PACP compliant (Pipeline Assessment and Certification Program) version 6.0 or greater.

The Town of Flower Mound will provide coordination with property owners for access to all manholes, permits, tax-exempt certificate, and disposal site for debris. Should any point repairs, partial collapses, protruding objects, or traffic control beyond residential cones be identified, then those services will be provided by alternate price as agreed upon prior to completing the work.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

Special:

- 1. No bonding is included in the pricing. Allow an additional 1.5% if necessary.**
- 2. Quantities below are estimated only. Actual quantities will be billed.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

May 23, 2022

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PROPOSAL PRICING**Town of Flower Mound Upper Timbercreek 27" Clean & TV Prices**

PAY ITEM NO.	DESCRIPTION	APPROX. QUANTITY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization	1	EA	\$4,150.00	\$4,150.00
2	Clean and TV 27" Sanitary Sewer	5,190	LF	\$9.75	\$50,602.50
3	Internal Obstruction Removal	2	EA	\$275.00	\$550.00
TOTAL					\$55,302.50

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Residential street traffic control as needed with cones.
3. Removal of normal loose debris and deposits. Obstructions that can be removed internally via other means will be billed separately at the price listed above.
4. Confined space safe entry practices.
5. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Project permits and/or local licenses.
- b) TXDOT traffic control plan.
- c) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- d) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- e) Performance and Payment Bond not included. This is available upon request, but if required please add 1.5% to the total project cost.
- f) If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.

PROPOSAL TERMS AND CONDITIONS

- a) **LIMITED WARRANTY.** IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- b) **CONSEQUENTIAL DAMAGES** arising out of this contract shall be limited to 1.5 times the contract value or \$83,000.
- c) **PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT.** This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- d) Quantities are estimated. Unit prices apply for actual invoice and payment.

May 23, 2022

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- e) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
 - f) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
 - g) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER

REVIEWED BY:
ANDY OZMENT
AREA MANAGER

cc: Ben Hawkins (PM)

If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: June 20, 2022

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

ITEM: Consider approval of seventeen (17) professional engineering firms to provide professional engineering services, five (5) geotechnical engineering firms to provide material testing services, two (2) independent property appraisal firms to provide real property appraisals, and two (2) subsurface utility engineering firms to provide subsurface utility engineering for the Town, for a two-year term ending June 19, 2024.

BACKGROUND INFORMATION: A request for Statement of Qualifications (SOQ) for professional engineering services, professional material testing services, real property appraisal services, and subsurface utility engineering and locating services was issued on April 8, 2022. The statements of qualifications were received on May 10, 2022. Each prospective firm was requested to submit qualifications and relevant project experiences.

- Thirty-two firms responded to the Town's request for Statement of Qualifications for Professional Engineering Services for Various Projects (2022-40-B).
- Thirteen firms responded to the Town's request for Statement of Qualifications for Material Testing Services for Various Projects (2022-41-B).
- Six firms responded to the Town's request for Statement of Qualifications for Appraisal Services for Various Projects (2022-42-B).
- Ten firms responded to the Town's request for Statement of Qualifications for Subsurface Utility Engineering and Locating Services (2022-43-B).

A selection committee, comprised of the Assistant Director of Engineering, Project Engineers and Project Managers, reviewed the submittals based upon qualifications, experience, office location, and previous experience with the Town. The selected firms are provided in Attachments 1 – 4.

Upon approval by the Town Council, staff will have the authority to initiate negotiations with any of the selected firms to perform services for individual Town projects. Each time staff negotiates with one of the selected firms, the professional services agreement will be submitted to the Town Council or the Town Manager for approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Statement of Qualifications Decision for Professional Engineering Services
2. Statement of Qualifications Decision for Material Testing Services
3. Statement of Qualifications Decision for Appraisal Services
4. Statement of Qualifications for Subsurface Utility Engineering and Locating Services

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



PUBLIC WORKS
Engineering

Memorandum

Date: June 20, 2022
To: Submitting Firms
From: Tiffany Bruce, P.E., Assistant Town Manager/Town Engineer
Subject: Statement of Qualifications Decision for Professional Engineering Services

Thirty-two firms responded to the Town's request for Statement of Qualifications for Professional Engineering Services for Various Projects (2022-40-B). A selection committee, comprised of the Assistant Director of Engineering, Project Engineers and Project Managers, reviewed the submittals. After a difficult decision, the following seventeen firms were selected:

- Ardurra
- Burns & McDonnell Engineering Co., Inc.
- CP&Y, Inc.
- Criado & Associates, Inc.
- Freese and Nichols, Inc.
- Halff Associates, Inc.
- Kimley-Horn and Associates, Inc.
- Lee Engineering, LLC
- MESA
- MHS Planning & Design, LLC
- Nathan D. Maier
- Pacheco Koch
- Parkhill, Smith & Cooper, Inc.
- Plummer Associates, Inc.
- Quiddity Engineering, LLC
- RJN Group, Inc.
- Teague Nall & Perkins

The above listed firms will be used for a two-year period ending on June 19, 2024. We thank you for your submittal. Please contact us if you have questions.



PUBLIC WORKS Engineering

Memorandum

Date: June 20, 2022
To: Submitting Firms
From: Tiffany Bruce, P.E., Assistant Town Manager/Town Engineer
Subject: Statement of Qualifications Decision for Material Testing Services

Thirteen firms responded to the Town's request for Statement of Qualifications for Material Testing Services for Various Projects (2022-41-B). A selection committee, comprised of the Assistant Director of Engineering, Project Engineers and Project Managers, reviewed the submittals. After a difficult decision, the following five firms were selected:

- ECS - Texas LLP
- Alliance Geotechnical Group, Inc.
- Ettl Engineering & Consultants
- Braun Intertec Corporation
- Arias & Assoc., Inc.

The above listed firms will be used for a two-year period ending on June 19, 2024. We thank you for your submittal. Please contact us if you have questions.



PUBLIC WORKS Engineering

Memorandum

Date: June 20, 2022
To: Submitting Firms
From: Tiffany Bruce, P.E., Assistant Town Manager/Town Engineer
Subject: Statement of Qualifications Decision for Appraisal Services

Six firms responded to the Town's request for Statement of Qualifications for Appraisal Services for Various Projects (2022-42-B). A selection committee, comprised of the Assistant Director of Engineering, Project Engineers and Project Managers, reviewed the submittals. After a difficult decision, the following two firms were selected:

- Pyles Whatley Corporation
- CBRE, Inc.

The above listed firms will be used for a two-year period ending on June 19, 2024. We thank you for your submittal. Please contact us if you have questions.



**PUBLIC WORKS
Engineering**

Memorandum

Date: June 20, 2022
To: Submitting Firms
From: Tiffany Bruce, P.E., Assistant Town Manager/Town Engineer
Subject: Statement of Qualifications for Subsurface Utility Engineering and Locating Services

Ten firms responded to the Town's request for Statement of Qualifications for Subsurface Utility Engineering and Locating Services (2022-43-B). A selection committee, comprised of the Assistant Director of Engineering, Project Engineers and Project Managers, reviewed the submittals. After a difficult decision, the following two firms were selected:

- The Rios Group, Inc.
- KCI Technologies, Inc.

The above listed firms will be used for a two-year period ending on June 19, 2024. We thank you for your submittal. Please contact us if you have questions.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: June 20, 2022

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of the purchase and installation of chain-link fabric replacement on the fence and backstops of Glenwick Park and Wilkerson Park ballfields in the amount of \$58,920.00 with B&S Fence Company.

BACKGROUND INFORMATION: The Town Council approved funding for this project as part of a decision package submitted by the Parks and Recreation Services Department for Fiscal Year 2021-2022. This project is a continuation of fence replacement on older athletic complexes. The chain link fencing has not been replaced since it was originally installed 30+ years ago. The Town recently replaced the fence fabric at Jake's Hilltop Park and Gerault Park.

The benefits of the project include:

- Elimination of safety concerns with players and spectators
- Reduces the number of hours spent on repairing safety issues
- Remove and replace all of the yellow poly cap - protective cover for fence
- Aesthetics

The Town has met all HUB vendor requirements and received quotes from three different vendors. B&S Fence Co. was the lowest bidder and has performed satisfactory work for the Town in the past.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council can deny the request and delay the replacement of the chain-link to a future date.

FISCAL IMPACT: \$58,920.00

Proposed Expenditure/(Revenue):

\$58,920.00

Account Number(s):

100-630-33000-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Glenwick Park and Wilkerson Park Quotes

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

Estimate



B & S Fence Co
 2509 Carson St
 Haltom City, TX 76117 US
 (817)353-0492
 sales@bandsfence.com
 www.bandsfence.com

ADDRESS

Nathaniel Piatt
 City of Flower Mound
 1200 Gerault Rd.
 Flower Mound, TX 75028

SHIP TO

Glenwick Park
 4100 Weldon Dr.
 Flower Mound, TX 75028

ESTIMATE #	DATE
220301	06/06/2022

SHIP VIA
 Our Truck

TRACKING NO.
 Chain Link Replacement

SALES REP
 Tim Rutledge

ESTIMATE #
 220301

ACTIVITY	AMOUNT
Remove and haul away approximately 900 ft of 10 ft and 6 ft tall Chain link on Baseball Field.	0.00
Install approximately 900 ft of 6 ft tall and 10 ft tall Chain Link Fabric, re-using existing post and fittings, excluding aluminum ties. This will include replacing some damaged Post, rails and or Fittings. It also include the use of an All Terrain Sky Trac Lift to assist hanging the 10 ft tall chain link fabric around the infield and back stop.	0.00
Remove and replace approximately 660 ft of Yellow Poly Cap - Protective Cover for Fence Top on 6ft Tall Chain Link. *****Please Note that the delivery date might vary, estimated date at time of this quote is 5-26-22.*****	0.00
Materials include: 240ft of 2"x9ga x 10 ft Chain Link Fabric 660 ft of 2"x9ga x 6ft Chain Link Fabric 660 ft of Poly Cap (yellow fence protector) misc. Fittings, Tension Bars, Brace Bands, Rail Ends, Line Rail Clamps, Aluminum Ties Total, 1 @ \$24,520.00	0.00
	24,520.00

Estimate includes materials, rentals and labor.

TOTAL

\$24,520.00

Prices are good for 2 weeks from the date of receipt of this estimate.

*****Poly Cap is subject to fluctuating price and delivery. In this estimate the Poly Cap is not included in the outfield as the fence height is 10ft tall*****

Payment Terms are Net 30



B & S Fence Co
 2509 Carson St
 Haltom City, TX 76117 US
 (817)353-0492
 sales@bandsfence.com
 www.bandsfence.com

Estimate

ADDRESS

Nathaniel Piatt
 Town of Flower Mound
 1200 Gerault Rd.
 Flower Mound, TX 75028

SHIP TO

Wilkerson Park.
 Flower Mound, TX 75028

ESTIMATE #	DATE
220302	06/06/2022

SHIP VIA
 Our Truck

TRACKING NO.
 Removal & Replace Chain
 Link

SALES REP
 Tim Rutledge

ESTIMATE #
 220302

ACTIVITY	AMOUNT
Remove and haul away approximately 1225 ft of 10 ft and 6 ft tall Chain link on Baseball Field.	0.00
Install approximately 1225 ft of 6 ft tall and 10 ft tall Chain Link Fabric, re-using existing post and fittings, excluding aluminum ties. This will include replacing some damaged Post, rails and or Fittings, Removing and hauling way 42 ft of Cement Curb. It includes the rental of an All Terrain Sky Trac Lift to assist hanging the 10 ft tall chain link fabric around the infield and back stop.	0.00
Remove and replace approximately 503 ft of Yellow Poly Cap - Protective Cover for Fence Top on 6ft Tall Chain Link. *****Please Note that the delivery date might vary, estimated date at time of this quote is 5-26-22.*****	0.00
Materials used include: 720ft of 2"x9ga x 10 ft Chain Link Fabric 505 ft of 2"x9ga x 6ft Chain Link Fabric 505 ft of Poly Cap (yellow fence protector) misc. Fittings, Tension Bars, Brace Bands, Rail Ends, Line Rail Clamps, Aluminum Ties Total, 1 @ \$34,400.00	0.00
	34,400.00

Estimate includes materials, rentals and labor.

TOTAL

\$34,400.00

Prices are good for 2 weeks from the date of receipt of this estimate.

*****Poly Cap is subject to fluctuating price and delivery.*****

Payment Terms are Net 30



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: June 20, 2022

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2022, for the purpose of paying for waterworks and sewer system improvements, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

BACKGROUND INFORMATION: The Financial Services staff and Hilltop Securities, the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the potential issuance of Certificates of Obligation, Series 2022, ("the Certificates").

At the Town Council meeting on April 18, 2022, the Town Council authorized the publication of notice to issue Certificates of Obligation, Series 2022, (the "Certificates") in the principal amount not to exceed \$8,800,000.

In order to efficiently complete the sale, the attached ordinance establishes the following parameters, giving Town Manager and the Chief Financial Officer the authority to approve all necessary documents and finalize the sale. The authorization will expire 180 days after passage of the ordinance.

Maximum Principal Amount	\$8,800,000
Maximum True Interest Cost	5.00%
Final Maturity Date	March 1, 2042

The Certificates will pay for the contractual obligations incurred for water and wastewater projects approved on the FY 2021-2022 Five-year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 18, 2021, the Town Council approved a reimbursement resolution for an amount not to exceed \$11,320,000 to fund improvements to water and wastewater system projects and the costs of issuance of the debt. CIP Amendments during the fiscal year have modified funding sources and/or moved project start dates to future years, thus reducing the proposed debt issuance from \$11,197,000 to \$8,605,000, excluding financing costs.

The issuance will be conducted as a negotiated sale with the pricing to occur on June 21, 2022. The Certificates will begin accruing interest on July 1, 2022 (the Dated Date), which the Town will receive upon delivery of the funds on July 14, 2022. The Bank of New York Mellon Trust Company, N.A., will serve as the Paying Agent/Registrar for the Certificates. The preliminary official statement, which discloses details related to issuance of the Certificates and the Town, is available in the Financial Services Department for review.

FISCAL IMPACT: Approximate amount of \$8,800,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$8,800,000	The utilities system will fund the waterworks and sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed ordinance. No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Proposed Projects
2. Ordinance authorizing the issuance of Certificates of Obligation, Series 2022
3. Paying Agent/Registrar Agreement

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

Utility Capital Projects**Water Projects:**

High Road Water Line Replacement Phase II	\$	2,850,000	
Lopo Water Line Replacement		365,000	
Royal Oaks Water Line Replacement Phase I		150,000	
Scenic Drive Water Line (South of FM 1171 to River Hill Drive)		130,000	
Timber Creek Water Line Replacement Phase II		780,000	
US 377 at FM 1171 Water Line Loop/Relocation		1,390,000	
Utility Asset Management & Utility Replacement		300,000	
Water System Leak Detection & Repair		50,000	\$ 6,015,000

Wastewater Projects:

Inflow-Infiltration/Evaluation and Repair	\$	250,000	
Lift Station Improvements and Decommissioning Phase III		2,000,000	
Lopo Sewer line Replacement		340,000	\$ 2,590,000

Total Utility			\$ 8,605,000
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Estimated financing costs			\$ 195,000
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Grand Total of Debt Issuance			\$ 8,800,000
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TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 31-22

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2022"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized Town official; and providing an effective date.

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed \$8,800,000 for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith; and

WHEREAS, a "Notice of Intention to Issue Town of Flower Mound, Texas, Certificates of Obligation" was (a) duly published in *The Denton Record-Chronicle*, a newspaper hereby found and determined to be of general circulation in the Town of Flower Mound, Texas, on May 1, 2022 and May 8, 2022, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage and adoption of this Ordinance and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of such certificates of obligation and bearing valid petition signatures of at least 5% of the qualified voters of the Town, has been presented to or filed with the Mayor, Town Secretary or any other official of the Town on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Town Council hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time in the amount and manner as hereinafter provided; and

WHEREAS, the Town Council by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof; and

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

SECTION 1: Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the Town shall be and are hereby authorized to be issued in an amount not to exceed

the aggregate original principal amount hereinafter set forth to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2022" or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on a date certain in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rates in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable in each year, on the dates and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Chapter 1371, the Town Manager or the Chief Financial Officer of the Town (either a "Pricing Officer") is hereby authorized to act on behalf of the Town in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, any modification of the continuing disclosure undertaking contained in Section 32 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Certificates shall not exceed \$8,800,000;
- (ii) the maximum true interest cost for the Certificates shall not exceed 5.00%; and
- (iii) the maximum maturity date of the Certificates shall not exceed March 1, 2042.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the Town to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the Town's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as "Paying Agent/Registrar" for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the Town by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Mayor or Mayor Pro Tem and Town Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the Town agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holder

whose name appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal or of interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance or, if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the Town, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the Town, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first-class, postage prepaid, to the Holder and, upon the registration and delivery thereof, the same shall be valid obligations of the Town, evidencing the same obligation to pay, and

entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 25 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the Town nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment and transfer/exchange of the Certificates, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the Town and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or in the event the Town decides to discontinue use of the system of book-entry transfers through DTC, the Town covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the Town by the Mayor or the Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the Town Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the Town on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided by Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the "Initial Certificate") and the Initial Certificate shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with bond insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate, shall be typewritten, printed, lithographed, or photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2022

Certificate Date:
_____, 2022

Interest Rate:
_____ %

Stated Maturity:
_____, ____

CUSIP No.:

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____, 20____, until maturity or prior redemption of this Certificate. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while the Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding

day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2022" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

[The Certificates having Stated Maturities on and after ____ 1, 20____ may be redeemed prior to their Stated Maturities, at the option of the Town, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on ____ 1, 20____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the Town shall cause a written notice of such redemption to be sent by United States mail, first-class, postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the Town and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption,

such notice may state that said redemption may, at the option of the Town, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.]

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the Town's combined waterworks and sewer system (the "System"), such lien and pledge being limited to the amount of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Bonds" (identified and defined in the Ordinance) now outstanding and hereafter issued by the Town. In the Ordinance, the Town reserves and retains the right to issue Prior Lien Bonds while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town

nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the Town is duly organized and legally incorporated under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the Town have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Certificate to be duly executed under the official seal of the Town as of the Certificate Date.

TOWN OF FLOWER MOUND, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

Town Secretary

(TOWN SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on the Initial Certificate only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS

(
(
(
(

REGISTER NO. _____

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in East Syracuse, New York is the Designated Payment/Transfer Office for this Certificate.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)

(Social Security or other identifying number: _____)
 the within Certificate and all 7rights thereunder, and hereby irrevocably constitutes and appoints
 _____ attorney to transfer the within Certificate on the books kept
 for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this
 assignment must correspond with the
 name of the registered owner as it appears
 on the face of the within Certificate in every
 particular.

(f) The Initial Certificate shall be in the form set forth in paragraph (b) of this
 Section, except that the heading and first paragraph shall be modified as follows:

REGISTERED:
 NO. T-1

REGISTERED:
 \$ _____

UNITED STATES OF AMERICA
 STATE OF TEXAS
 TOWN OF FLOWER MOUND, TEXAS,
 CERTIFICATE OF OBLIGATION
 SERIES 2022

Certificate Date: _____, 2022

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and
 municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received,
 acknowledges itself indebted to and hereby promises to pay to the Registered Owner named
 above, or the registered assigns thereof, the above stated Principal Amount on _____ 1 in each
 of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENT (\$)</u>	<u>INTEREST RATE (%)</u>
-------------	---------------------------------------	------------------------------

(Information to be inserted from the Pricing Certificate).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the
 unpaid Principal Amount from the interest payment date next preceding the "Registration Date"
 of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an
 interest payment date, in which case it shall bear interest from such date, or unless the
 "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it

shall bear interest from the _____) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____ 1, 20____, until maturity or prior redemption of this Certificate. Principal installments of this Certificate are payable at the year of maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the "Town of Flower Mound, Texas, Certificates of Obligation, Series 2022" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the Town become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month period ending on September 30 of each year.

(f) The term “Net Revenues” shall mean the gross revenues of the System, less the expense of operation and maintenance, including all salaries, labor, materials, interest, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Town Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the Town and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining “Net Revenues”.

(g) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the Town in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 hereof.

(h) The term “Prior Lien Bonds” shall mean all bonds or other similar obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(i) The term “System” shall mean the Town’s combined waterworks and sewer system, including all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained and vested in the Town for the supply, treatment and distribution of treated water for domestic commercial, industrial and other uses and the together with all future additions, extensions replacements and improvements thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated “SPECIAL 2022 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND,” and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the Town’s depository. The Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Chief Financial Officer or Town Secretary, individually or collectively, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the Town, be invested in obligations identified in, and in accordance with the

provisions of the Town's Investment Policy as the same may be amended from time to time and the "Public Funds Investment Act" relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said Town, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The Town Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the Town for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the Town Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Town Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The Town hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Bonds, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the Town shall pay all of such \$1,000, after which time the pledge shall cease. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the Town under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the Town under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: Revenue Fund. The Town hereby covenants and agrees that so long as the pledge of the Net Revenues is made to the payment of the Certificates all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the Town, and all such revenues shall be deposited as collected into the "Town of Flower Mound, Texas, Waterworks and Sewer System Revenue Fund" (heretofore created and established and hereinafter called the "Revenue Fund"). All moneys deposited to the credit of the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper operating and maintenance expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Bonds in accordance with the terms and provisions of any ordinance authorizing the issuance of Prior Lien Bonds.

Third: To the payment, equally and ratably, of the limited amounts required to be deposited in the special funds and accounts created and established for the payment of the debt service requirements of the Certificates and Additional Certificates.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Town purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the Town hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the Revenue Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The Town covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the Town for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The Town hereby further covenants as follows:

(1) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended.

(2) Other than for the payment of the Prior Lien Bonds and the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the Town or of the System.

SECTION 18: Issuance of Prior Lien Bonds and Additional Certificates. The Town hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, and also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 19: Application of Prior Lien Bonds Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Bonds, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Bonds, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Bonds. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the

obligation of contract with respect to the pledge of revenues herein made for the payment and security for the Certificates.

SECTION 20: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Chief Financial Officer or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 21: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Certificates with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States from the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager and Chief Financial Officer, either or any combination of them to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the Town (including all subordinate entities of the Town) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 24: Satisfaction of Obligations of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section ("Defeased Certificates") when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as defined below) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. At such time as Certificates shall be deemed to be Defeased Certificates hereunder, as aforesaid, such Certificates and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Certificates that is made in conjunction with the payment arrangements specified in (i) or (ii) above in this paragraph shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the Town: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the registered owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated

as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to the Town against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise modified by the Pricing Officer, the term “Government Securities” as used herein, means (a) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the Town are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (d) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 26: Ordinance a Contract - Amendments. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains Outstanding except as permitted in this Section and Section 32 hereof. The Town, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Sale of the Certificates – Official Statement. The Certificates authorized by this Ordinance are to be sold by the Town to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Town, as the act and deed of this Council, and to make a determination as to whether the terms are in the Town’s best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;
2. The details of any public offering of the Certificates by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the Town’s Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Certificates, if any;
5. The representations and warranties of the Town to the Purchasers;
6. The details of the delivery of, and payment for, the Certificates;
7. The Purchasers’ obligations under the Purchase Contract;
8. The certain conditions to the obligations of the Town under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the Town;
11. The survival of representations made in the Purchase Contract;

12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and Town Secretary of the Town and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the Town copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 28: Proceeds of Sale. The proceeds of sale of the Certificates excluding accrued interest, if any, received from the Purchasers, and amounts to pay costs of issuance and any additional proceeds to be deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a fund maintained at a Town depository bank (the "Construction Fund"). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted by Texas Government Code, Section 2256.015, et seq., and the Town's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Town Council. Accrued interest, if any, received from the Purchasers as well as proceeds of sale, including investment earnings thereon, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 29: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Town and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the Town's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate to the initial purchasers.

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-

only system shall be discontinued. The Town Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the Town's bond counsel.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Town shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the Town of the general type included in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the Town within twelve months after the end of each fiscal year, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available by the required time, the Town will file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events.

The Town shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent,

or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town and (b) the Town intends the words used in the immediately preceding items (15) and (16) to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with Subsection (b) of this Section of this Ordinance by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the Town to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the Town does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the Town’s financial results, condition, or prospects; nor does the Town undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Town in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the Town if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Town's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 33: Municipal Bond Insurance. The Certificates may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Certificates and make the determination of the provisions of any commitment therefor.

SECTION 34: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 35: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 36: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 38: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 39: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the Town Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 42: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page intentionally left blank]

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON JUNE 20, 2022.

TOWN OF FLOWER MOUND, TEXAS

(Town Seal)

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2022 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas Certificates of Obligation, Series 2022" (the "Securities"), dated _____, 2022, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2022; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated

officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

First Class/Registered/Certified

The Bank of New York
Mellon Trust Company, N.A.
Global Corporate Trust
P.O. Box 396
East Syracuse, NY 13057

Express Delivery/Courier

The Bank of New York
Mellon Trust Company, N.A.
Global Corporate Trust
111 Sanders Creek Pkwy.
East Syracuse, NY 13057

By Hand Only

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
Corporate Trust Window
101 Barclay Street, 1st Floor East
New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and

prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and

records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Title: _____

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

TOWN OF FLOWER MOUND, TEXAS

By: _____
[Mayor][Mayor Pro Tem]

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

ATTEST:

Town Secretary

ANNEX A

FEE SCHEDULE



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: June 20, 2022

FROM: Tammy Wilson, Chief Financial Officer

ITEM: **Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 7.5%**

BACKGROUND INFORMATION: In 2018, Town Council approved a homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 2.5 percent (2.5%). In 2021, Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 5 percent (5%).

A homestead exemption, or any changes to an existing exemption, must be approved by June 30 each tax year to go into effect the next fiscal year. This item is to increase the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 7.5 percent (7.5%).

If the ordinance is approved, it will become effective beginning with Tax Year 2022/Fiscal Year 2022-2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: The first fiscal year the change is effective is FY2022-2023

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

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

ATTACHMENTS:

1. Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR A RESIDENTIAL HOMESTEAD AD VALOREM (PROPERTY) TAX EXEMPTION; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; 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, Section 11.13(n) of the Texas Tax Code authorizes the Town Council of the Town of Flower Mound, Texas ("Town Council") to adopt an exemption from taxation of a portion of the appraised value of an individual's residence homestead; and

WHEREAS, the Town Council has previously adopted an exemption under Texas Tax Code Section 11.13(n) in the amount of 5%; and

WHEREAS, the Town Council finds that it is in the public interest to change this exemption to 7.5% so that the tax rate calculations can be properly calculated with the increased amount; and

WHEREAS, the Town Council has investigated and determined that it would be advantageous and beneficial to the Town of Flower Mound and its citizens to adopt and increase the residential homestead ad valorem (property) tax exemption in accordance with Section 11.13(n) of the Texas Tax Code, as set forth below.

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

In addition to any other exemption provided by Texas law or Flower Mound ordinance, the owner of a residence homestead shall be entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 7.5 percent (7.5%) of the appraised value of the residence homestead, subject to the limitations set forth in Texas law, including Section 11.13(n) of the Texas Tax Code, as it exists or may be amended. The exemption shall be granted to any such residential homestead and the improvements qualifying for same, as provided by law.

SECTION 3

The exemption set forth in Section 2 of this Ordinance shall become effective beginning with the 2022 tax year, and shall remain effective for each successive tax year until otherwise amended or repealed by the Town Council or other appropriate authority.

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent prosecution from being commenced for any violation occurring prior to the repeal of the ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 5

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6

This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ON THIS 20TH DAY OF JUNE, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: June 20, 2022

FROM: James W. Childers, Town Manager

ITEM: Hold a discussion and provide direction regarding funding options for the Tennis Center.

BACKGROUND INFORMATION: On April 21, 2022, staff presented the Town Council with a feasibility study for the development and use of a tennis center in the Town. The cost projected was approximately \$13,000,000.

The purpose of this agenda item is to discuss and receive direction from the Town Council regarding the proposed funding options for the Tennis Center.

Options for consideration:

- 1) Utilizing 4B fund balance and collections, i.e., cash.
- 2) Issuance of certificates of obligation funded by 4B sales tax.
- 3) Voter approval via a bond election (general obligation bonds) funded by 4B sales tax collections.
- 4) Combination of 4B sales tax fund balance and bond proceeds.
- 5) Voter approval via a bond election (general obligation bonds) backed by ad valorem tax.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW N/A

ATTACHMENTS: N/A

DRAFT MOTION: Discuss funding options for the tennis center and provide staff with direction.



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: June 20, 2022

FROM: Claire Barnes, Planner

ITEM: Consider a request for a Site Plan (SP22-0004 – Argyle ISD Phase III HS Additional Parking) to install additional parking for the Argyle High School site, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and Stonecrest Road. *(The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its June 13, 2022 meeting.)*



SUMMARY DATA:

- Size – 107.015 acres
- Existing buildings – Administration building and high school with 193 classrooms, accommodating 1,750 students
- SMARTGrowth – Institutional uses are exempt
- Traffic Analysis – N/A
- Exceptions – Deviation to permit an increase in off-street parking that exceeds the allowable 20 percent of the required parking.
- Incentives – N/A

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

ATTACHMENTS:

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

LEGAL REVIEW: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 13 REGULAR ITEM

DATE: June 20, 2022

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD21-0019 – Sethi Property) from Agricultural District uses to Planned Development District No. 191 (PD-191) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located North of Waketon Road and east of Timber Way. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its June 13, 2022 meeting.)**



SUMMARY DATA:

- Size – 6.81 acres
- Proposed Zoning – PD for Retail District-2 uses
- Proposed Buildings – 2 medical office buildings: 14,100 and 10,700 sf in size and 3 fast food restaurants: 3,744, 3,180 and 974 sf in size
- SMARTGrowth – Passed
- Traffic Analysis – Passed, the proposed development's trip generation is not anticipated to reduce Level of Service (LOS) on any Town thoroughfares below acceptable levels.
- Exceptions – Driveway Spacing
- Incentives – None

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. The applicant had originally requested a roof pitch exception with their typical restaurant elevation, but since they indicated that they did not plan to use this elevation and were going to have each restaurant come forward with their

proposed elevations as a PD amendment, P&Z recommended approval of the zoning request without the roof pitch exception, and also recommended that the typical restaurant elevation be removed. The draft ordinance in the Town Council packet reflects the recommendations of the Planning and Zoning Commission.

During deliberation, P&Z inquired as to what would happen to existing utilities on the site. Attached is the letter and exhibit from Coserv, explaining which poles and lines would be relocated underground. The Commission also had questions about whether the deceleration lane for the development could be extended, since the applicant stated that they would not be able to save the three specimen trees along the eastern property line due to the location of utilities. In subsequent conversations with the Town's Engineering Division, they would recommend extending the deceleration lane to the curb return of the Oaks in order to provide additional vehicle storage, if the specimen trees are going to be removed.

ATTACHMENTS:

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

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

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE FLOWER MOUND CODE BY CHANGING THE ZONING ON APPROXIMATELY 6.81 ACRES OF LAND SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NO. 1346, FROM SF-E SINGLE FAMILY ESTATE DISTRICT AND A AGRICULTURAL DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-186 (PD-186) WITH R-2 RETAIL DISTRICT-2 (R-2) AND O OFFICE DISTRICT USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 6.81 acres of land situated in the J. Wizwell Survey, Abstract No. 1346, Denton County, Texas, have filed an application to change the zoning from SF-E Single Family Estate District and A Agricultural District uses to Planned Development District-186 (PD-186) with R-2 Retail District-2 and O Office District uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on June 13, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on June 20, 2022, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a Planned Development District as shown below:

Approximately 6.81 acres of land situated in the J. Wizwell Survey, Abstract No. 1346, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

Planned Development District-186 (PD-186) with R-2 Retail District-2 and O Office District uses.

SECTION 2

The Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed Planned Development District No. 186 (PD-186), attached hereto as Exhibits "B," "C," "D," and "E" each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations for this Planned Development District No. 186 (PD-186).

SECTION 3

The official Zoning Map of the Town of Flower Mound is hereby amended, and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 186 (PD-186), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Exhibits "B," "C," "D," and "E" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Flower Mound Code. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF JUNE, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

File: W:\Projects\2020\202010385\202010385\Drawings\202010385_202010385_202010385.dwg
Printed: 5/18/2022 11:52 AM by Aaron Miller, Sheet: 2/18/2022 11:52 AM, by emilee

ANS, NICK
WART, TR 59, 1.03
DCAD TR# 24
E FAMILY ESTATE
USE: ESTATE

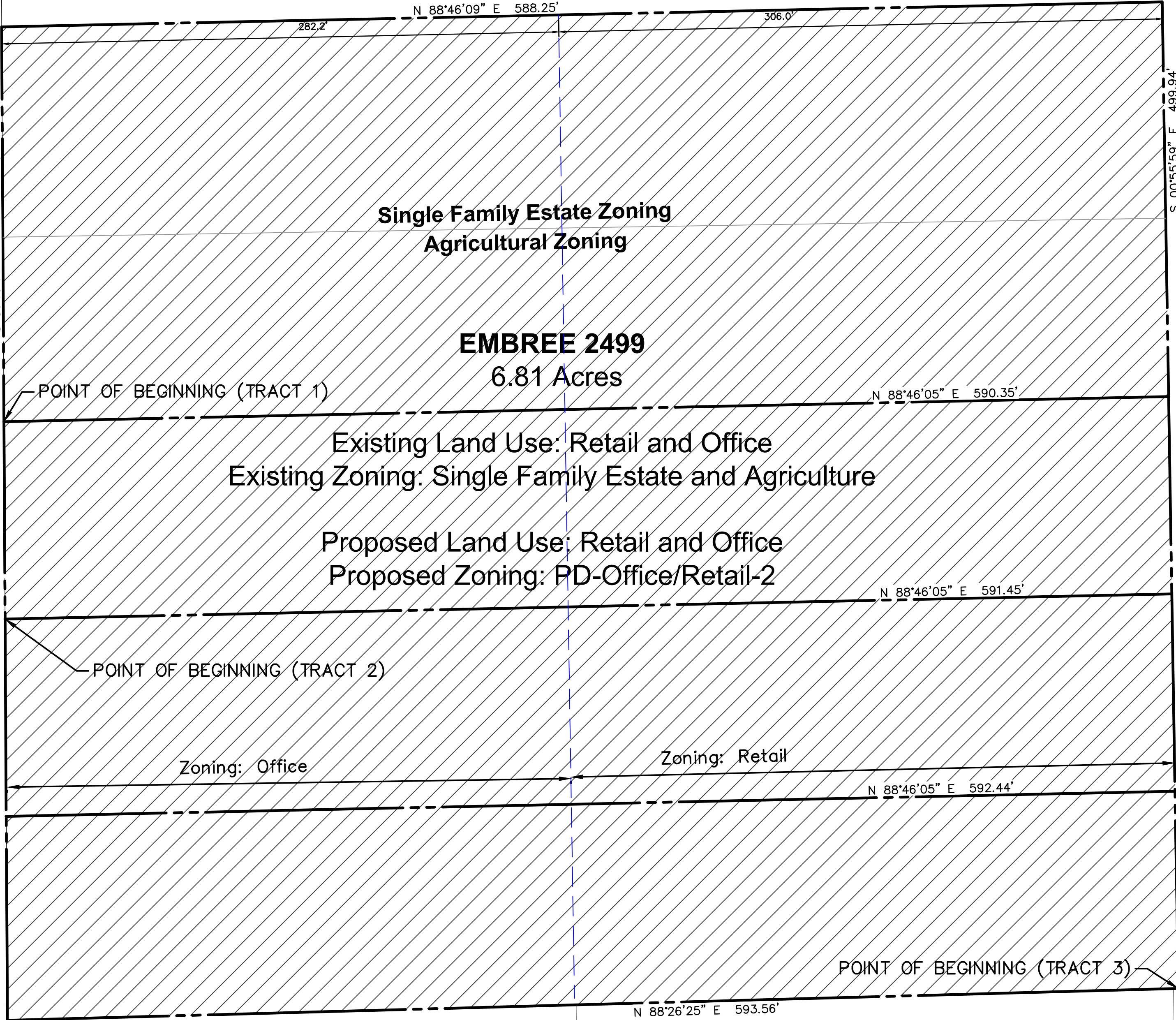
KO, TAD A
WART, TR 60, 1.0615
DCAD TR# 20
AGRICULTURAL
USE: ESTATE

LINVILLE, STEPHEN L
A1346A J. WIZWELL, TR 38, 4.9
ACRES, OLD DCAD TR #4,5
ZONED: AGRICULTURAL
LAND USE: ESTATE

WEDGE, WILLIAM PATRICK
A1346A J. WIZWELL, TR 37, 7.06
ACRES, OLD DCAD TR# 3
ZONED: AGRICULTURAL
LAND USE: ESTATE

MARKO, TAD A
A1161A J. STEWART, TR 60C, .8867 ACRES ZONED: AGRICULTURAL
LAND USE: ESTATE

S. 00°19'57" E. 503.41'

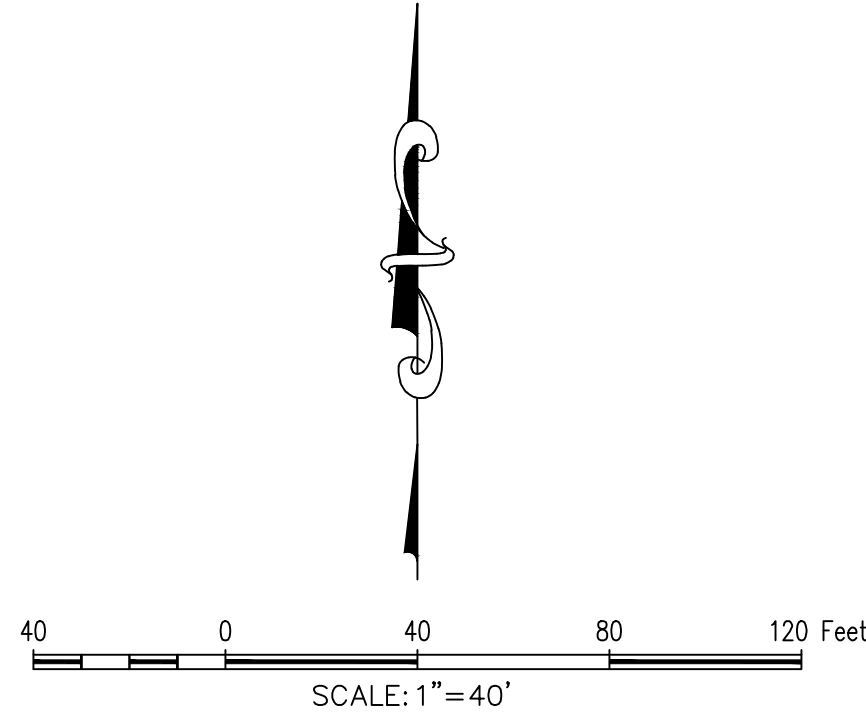


EARLES, HARVEY L
A1346A J. WIZWELL, TR 43, .627
ACRES, OLD DCAD TR# 23
ZONED: PD-64
LAND USE: OFFICE

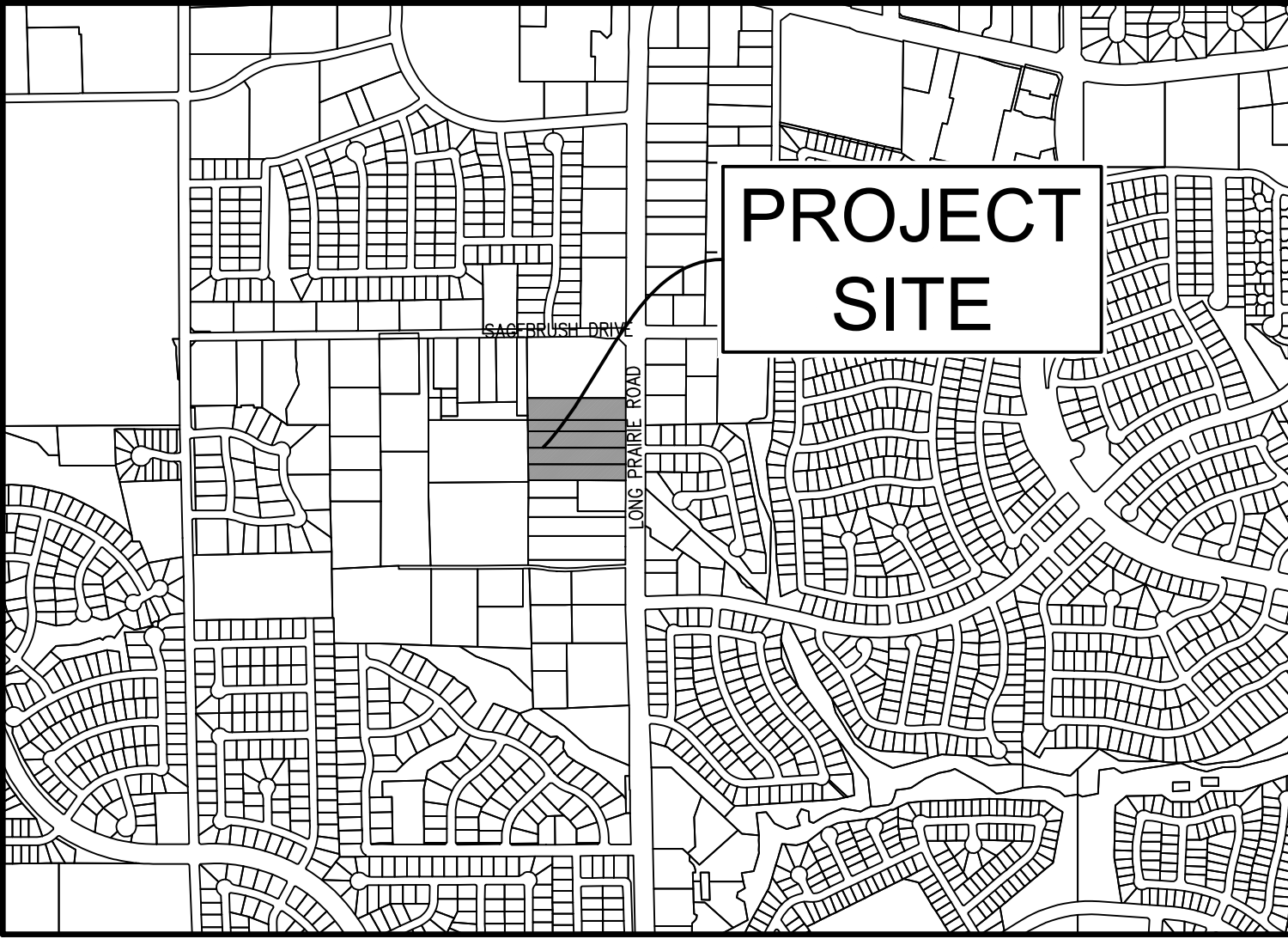
VCA REAL PROPERTY ACQUISITION CORP
ANGEL VET CENTER BLK A LOT 1
ZONED: PD-64
LAND USE: RETAIL

Development Standard	Required		Provided	
	Office	Retail-2	Office	Retail-2
Min. Lot Size	N/A	N/A	N/A	N/A
Min. Lot Width	N/A	N/A	N/A	N/A
Min. Area/Unit	N/A	N/A	N/A	N/A
Min. Front Yard	N/A	N/A	60'	60'
Min. Side Yard	N/A	N/A	N/A	N/A
Min Rear Yard	15'	15'	15'	15'
Max. Lot Coverage	50%	50%	50%	50%
Max. Height (Stories/Ft)	3 stories or 35'	2 stories or 35'	1 story or 35'	3 stories or 35'

OWNER/DEVELOPER
Jerry Frazier
Embree Development Group,
Ph. 512.819.4746
Contact: Jerry Frazier



LONG PRAIRIE ROAD
FM 2499



TRACT 1
LEGAL DESCRIPTION
4.062 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the J. Wizwell Survey, Abstract Number 1346, Town of Flower Mound, Denton County, Texas, and being all that certain tract of land, described by deed to Imer & Sebian Bardhi, recorded in Document Number 2006-58316, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" capped rebar found at the southeast corner of a certain tract of land, described by deed to Rodgers Living Trust & Nishendu Vasavada & Bela Vasavada, recorded in Document Number 2014-116754, Deed Records, Denton County, Texas, and being in the west right-of-way line of FM 2499 (Long Prairie Road, called 120' right-of-way);

THENCE S 88°26'25" W, with the south line of said Rodgers Living Trust tract, passing the northeast corner of Lot 1, Block A, Angel Vet Center, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2007-46905, Plat Records, Denton County, Texas, at a distance of 2.56 feet, continuing a distance of 304.87 feet to a 1/2" capped rebar found, at the northwest corner thereof, same being the most northerly northeast corner of a certain tract of land described by deed to Harvey L. Earles, recorded in Document Number 2003-16340, Deed Records, Denton County, Texas, continuing a total distance of 593.56 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner thereof, same being the southwest corner of said Rodgers Living Trust tract, same being the northeast corner of a certain tract of land, described by deed to William Patrick Wedge, recorded in Document Number 2016-36297, Deed Records, Denton County, Texas, and being the southeast corner of a certain tract of land, described by deed to Stephen Linville, recorded in Volume 2694, Page 701, Deed Records, Denton County, Texas;

THENCE N 00°19'57" W, with the east line of said Linville tract, and the west line of said Rodgers Living Trust tract, passing at a distance of 103.36 feet, the northwest corner thereof, same being the southwest corner of a certain tract of land, described by deed to Nishendu M. Vasavada & Ramesh P. Vasani tract, recorded in Volume 1930, Page 250, Deed Records, Denton County, Texas, continuing a total distance of 203.37 feet to the POINT OF BEGINNING, at a 1/2" capped rebar set, stamped "MCADAMS", being the northwest corner of said Vasani tract, same being the southwest corner of said Bardhi tract, and being in the east line of said Linville tract;

THENCE N 00°19'57" W, with the east line of said Linville tract, and the west line of said Bardhi tract, a distance of 300.04 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner thereof, same being the northeast corner of said Linville tract, same being the southwest corner of Lot 1, Block A, FM Senior Living, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2014-202, Plat Records, Denton County, Texas, and being the southeast corner of a certain tract of land, described by deed to Tad A. Marko, recorded in Document Number 1993-65535, Deed Records, Denton County, Texas;

THENCE N 88°46'09" E, with the north line of said Bardhi tract, and the south line of said Lot 1, a distance of 588.25 feet, to a "4" set in concrete, at the northeast corner of said Bardhi tract, same being the southeast corner of said Lot 1, and being in the west line of FM 2499;

THENCE S 00°55'59", with the east line of said Bardhi tract, and the west line of FM 2499, passing A 1/2" capped rebar found, stamped "SJ&F" at a distance of 199.99 feet, continuing a total distance of 299.99 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the southeast corner of said Bardhi tract, same being the northeast corner of said Vasani tract;

THENCE S 88°46'05" W, with the south line of said Bardhi tract, and the north line of said Vasani tract, a distance of 591.40 feet to the POINT OF BEGINNING and containing approximately 4.062 acres of land.

TRACT 2
LEGAL DESCRIPTION
1.359 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the J. Wizwell Survey, Abstract Number 1346, Town of Flower Mound, Denton County, Texas, and being all that certain tract of land, described by deed to Nishendu M. Vasavada & Ramesh P. Vasani tract, recorded in Volume 1930, Page 250, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" capped rebar found at the southeast corner of a certain tract of land, described by deed to Rodgers Living Trust & Nishendu Vasavada & Bela Vasavada, recorded in Document Number 2014-116754, Deed Records, Denton County, Texas, and being in the west right-of-way line of FM 2499 (Long Prairie Road, called 120' right-of-way);

THENCE S 88°26'25" W, with the south line of said Rodgers Living Trust tract, passing the northeast corner of Lot 1, Block A, Angel Vet Center, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2007-46905, Plat Records, Denton County, Texas, at a distance of 2.56 feet, continuing a distance of 304.87 feet to a 1/2" capped rebar found, at the northwest corner thereof, same being the most northerly northeast corner of a certain tract of land described by deed to Harvey L. Earles, recorded in Document Number 2003-16340, Deed Records, Denton County, Texas, continuing a total distance of 593.56 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner thereof, same being the southwest corner of said Rodgers Living Trust tract, same being the northeast corner of a certain tract of land, described by deed to William Patrick Wedge, recorded in Document Number 2016-36297, Deed Records, Denton County, Texas, and being the southeast corner of a certain tract of land, described by deed to Stephen Linville, recorded in Volume 2694, Page 701, Deed Records, Denton County, Texas;

THENCE N 00°19'57" W, with the east line of said Linville tract, and the west line of said Rodgers Living Trust tract, a distance of 103.36 feet to the POINT OF BEGINNING, being a 1/2" capped rebar set, stamped "MCADAMS" at the northwest corner thereof, same being the southwest corner of said Vasani tract, and being in the east line of said Linville tract;

THENCE N 00°19'57" W, with the east line of said Linville tract, and the west line of said Vasani tract, a distance of 100.01 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner thereof, same being the southeast corner of a certain tract of land, described by deed to Imer & Sebian Bardhi, recorded in Document Number 2006-58316, Deed Records, Denton County, Texas, and being in the east line of said Linville tract;

THENCE N 88°46'05" E, with the north line of said Vasani tract, and the south line of said Bardhi tract, a distance of 591.40 feet, to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner thereof, same being the northeast corner of said Vasani tract, and being in the west line of FM 2499, from which a 1/2" capped rebar found, stamped "SJ&F", bears N 00°55'59" W, 100.00 feet;

THENCE S 00°55'59" E, with the east line of said Vasani tract, and the west line of FM 2499, a distance of 100.00 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the southeast corner of said Vasani tract, same being the northeast corner of said Rodgers Living Trust tract, and being in the west line of said FM 2499;

THENCE S 88°46'05" W, with the south line of said Vasani tract, and the north line of said Rodgers Living Trust tract, a distance of 592.45 feet to the POINT OF BEGINNING and containing approximately 1.359 acres of land.

TRACT 3
LEGAL DESCRIPTION
1.384 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the J. Wizwell Survey, Abstract Number 1346, Town of Flower Mound, Denton County, Texas, and being all that certain tract of land, described by deed to Rodgers Living Trust & Nishendu Vasavada & Bela Vasavada, recorded in Document Number 2014-116754, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found at the southeast corner of said Rodgers Living Trust tract, and being in the west right-of-way line of FM 2499 (Long Prairie Road, called 120' right-of-way);

THENCE S 88°26'25" W, with the south line of said Rodgers Living Trust tract, passing the northeast corner of Lot 1, Block A, Angel Vet Center, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2007-46905, Plat Records, Denton County, Texas, at a distance of 2.56 feet, continuing a distance of 304.87 feet to a 1/2" capped rebar found, at the northwest corner thereof, same being the most northerly northeast corner of a certain tract of land described by deed to Harvey L. Earles, recorded in Document Number 2003-16340, Deed Records, Denton County, Texas, continuing a total distance of 593.56 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner thereof, same being the southwest corner of said Rodgers Living Trust tract, same being the northeast corner of a certain tract of land, described by deed to William Patrick Wedge, recorded in Document Number 2016-36297, Deed Records, Denton County, Texas, and being the southeast corner of a certain tract of land, described by deed to Stephen Linville, recorded in Volume 2694, Page 701, Deed Records, Denton County, Texas;

THENCE N 00°19'57" W, with the east line of said Linville tract, and the west line of said Rodgers Living Trust tract, a distance of 103.36 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northwest corner thereof, same being the southwest corner of a certain tract of land, described by deed to Nishendu M. Vasavada & Ramesh P. Vasani tract, recorded in Volume 1930, Page 250, Deed Records, Denton County, Texas, and being in the east line of said Linville tract;

THENCE N 88°46'05" E, with the north line of said Rodgers Living Trust tract, and the south line of said Vasani tract, a distance of 592.45 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the southeast corner thereof, same being the northeast corner of said Rodgers Living Trust tract, and being in the west line of FM 2499, from which a 1/2" capped rebar found, stamped "SJ&F", bears N 00°55'59" W, 200.00 feet;

THENCE S 00°55'59" E, with the east line of said Rodgers Living Trust tract, and the west line of FM 2499, a distance of 99.95 feet to the POINT OF BEGINNING and containing approximately 1.284 acres of land.

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 County View Drive
Rockwall, Texas 75087
940.240.1012
TBPE: 19762 TBPLS: 1018440
www.mcadamsco.com



EMBREE 2499
TRACTS 18, 19, 21, 24
6.81 Acres
in the
J. STEWART & J. WIZWELL SURVEY, ABSTRACT NO.
A1161A
A1346A
DENTON COUNTY, TEXAS

Zoning Exhibit

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TBPE: 19762
JOSHUA M. BARTON,
P.E. #129227
DATE 5/18/2022

Drawn By: PF
Date: 6/15/2021
Scale: 1"=40'
Revisions:
September 17, 2021
March 11, 2022
Revisions: 5/18/2022

2020310385

ZE

EMBREE 2499

EXHIBIT B
DEVELOPMENT STANDARDS
PLANNED DEVELOPMENT DISTRICT – (PD-186)
EMBREE 2499

The development of the property comprising approximately 6.81-acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

I. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.
 - a. Exhibit “C:” Conceptual Plan.
 - b. Exhibit “D:” Conceptual Landscape Plan.
 - c. Exhibit “E:” Conceptual Elevations.

II. R-2 Retail District-2

Development of the R-2 Retail District-2 area designated on Exhibit “C,” comprising of approximately 4.01 gross acres, and extending approximately 3.6-feet west from the existing Long Prairie Road right of way, shall be in compliance with all regulations applicable to the R-2 Retail District-2 uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- A. PERMITTED USES. The uses listed as Permitted Uses in R-2 Retail District-2 in the Town’s Ordinance may be permitted in the areas designated on Exhibit “C” in accordance with Section 98-602 of the Land Development Code, “Permitted Uses.”
- B. SPECIFIC USES. The uses listed as Specific Uses in R-2 Retail District-2 in the Town’s Ordinance may be permitted with a Specific Use Permit (SUP) approved by the Town Council in the areas designated on Exhibit “C” in accordance with Section 98-603 of the Land Development Code, “Specific Uses.”
- C. TEMPORARY USES. The uses listed as Temporary Uses in R-2 Retail District-2 in the Town’s Ordinance may be permitted in the areas designated on Exhibit “C” upon approval of a Temporary Use Permit in accordance with Section 98-604 of the Land Development Code, “Temporary Uses.”

III. O Office District

Development of the O Office District area designated on Exhibit “C,” comprising of approximately 2.8 gross acres, and extending approximately 282.2-feet east from the western property line, shall be in compliance with all regulations applicable to the O Office District uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- A. PERMITTED USES. The uses listed as Permitted Uses in O Office District in the Town’s Ordinance may be permitted in the areas designated on Exhibit “C” in accordance with Section 98-542 of the Land Development Code, “Permitted Uses.”

- B. SPECIFIC USES. The uses listed as Specific Uses in O Office District in the Town's Ordinance may be permitted with a Specific Use Permit (SUP) approved by the Town Council in the areas designated on Exhibit "C" in accordance with Section 98-543 of the Land Development Code, "Specific Uses."
- C. TEMPORARY USES. The uses listed as Temporary Uses in O Office District in the Town's Ordinance may be permitted in the areas designated on Exhibit "C" upon approval of a Temporary Use Permit in accordance with Section 98-544 of the Land Development Code, "Temporary Uses."
- D. DIMENSIONAL REGULATIONS. The dimensions listed in Section 98-545 of the Town's Zoning Ordinance shall apply in areas designated O Office District as designated on Exhibit "C," except as indicated below.
 - a. The height of the building shall be limited to one story or 35-feet, subject to Section 98-1031.

IV. Development Regulations - (R-2 Retail District-2 & O Office District)

- A. CONCEPTUAL PLAN.
 - 1. Site plan shall substantially comply with the approved Conceptual Plan, Exhibit "C."
 - 2. Cross access and cross parking across all lots, except as listed below shall be provided.
 - a. All required parking for Building 1 shall be provided on-site and shall not have cross parking.
 - 3. At the time of first plat application for this Planned Development, a 'Shared Parking Irrevocable Agreement Form' provided by the Town shall be executed and recorded at the County Office.
- B. LANDSCAPE STANDARDS.
 - 1. Landscape shall substantially comply with the approved Conceptual Landscape Plan (Exhibit "D") and shall be in accordance with the Town's Landscape Ordinance, as amended.
 - 2. A compatibility buffer shall be provided and comply with Section 82-302 of the Town's Zoning Ordinance along the western property line of the area designated as O Office District on Exhibit "C."
 - 3. A compatibility setback shall be provided and comply with Section 82-303 of the Town's Zoning Ordinance along the western property line of the area designated as O Office District on Exhibit "C."
 - 4. All open space amenities shall be placed in accordance with the Conceptual Landscape Plan (Exhibit "D") within the two areas called out as "Amenity Area" on the Conceptual Plan (Exhibit "C") and in the amount as listed below:
 - b. Three (3) picnic tables; and
 - c. Four (4) seating benches.
 - 5. A six-foot (6') masonry wall shall be installed along, offset by five feet (5'), the entire length of the northern property line adjacent to the Assisted Living and Memory Care

facility except where driveways cross the property line and where landscape buffers are required along the eastern and western property lines.

C. ARCHITECTURAL STANDARDS.

1. Elevations shall comply with the approved Conceptual Elevations, Exhibit "E."
2. Buildings shall use a combination of brick, stone, and stucco as a primary masonry material.
3. The Town's Urban Design Plan shall apply to this Planned Development.

Elevations of each restaurant, fast food building shall not be required at the time of initial adoption of Planned Development-186. Instead, each restaurant, fast food building must submit an application for amendment to Planned Development-186 prior to Site Plan application for the approval of Conceptual Elevations, as well as any substantial changes to the Conceptual Plan or exception requests to the Urban Design Plan ("UDP") requirements.

D. SUPPLEMENTARY STANDARDS.

1. Split Zoning: The Conceptual Plan, Exhibit "C," depicts split zoning for lots containing Building 1, Building 2, and Building 3. A major portion of the three lots fronting on to Long Prairie Road have R-2 Retail District-2 zoning with a small portion of O Office District zoning at the western boundary of these three lots. These lots that have split zoning shall be subject to the following conditions:
 - a. No portion of the building, drive-thru lanes, shade structures, or menu boards shall cross over to the O Office District zoned area.
 - b. Parking spaces and escape lanes may cross zoning district boundaries.
2. Hours of Operation: 24-hour operations shall be prohibited for any use within this Planned Development, excluding Building 1. Deliveries shall be prohibited between the hours of 7:00 p.m. – 7:00 a.m.
3. Lighting: Lighting measured at the northern and western property line shall not exceed four-tenths of one footcandle and shall be shielded.
4. Speakers: Speakers for Building 1 shall not be oriented north, facing the Assisted Living and Memory Care facility.
5. At the time of Site Plan application, a queuing and stacking analysis shall be submitted as required per Section 82-82, "Queuing requirements for drive-through facilities."

E. PHASING & MAINTENANCE. The development of the site will proceed as indicated below.

1. The first phase of Planned Development shall include the following:
 - a. Landscaped areas along Long Prairie Road (FM 2499) and compatibility buffers along the western property line;
 - b. Six-foot (6') masonry wall along the northern property line;
 - c. All perimeter sidewalks and Town trail connectivity;

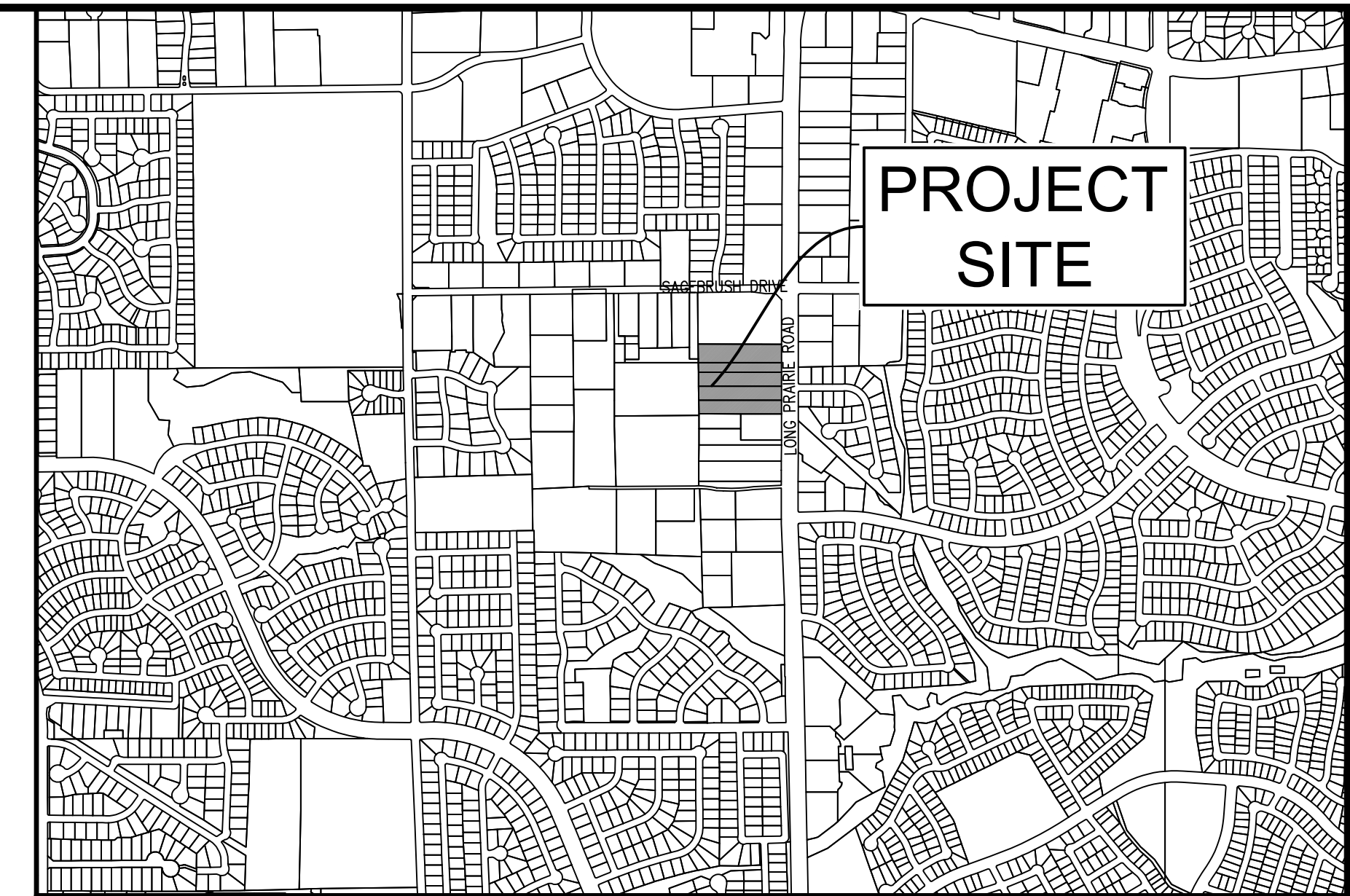
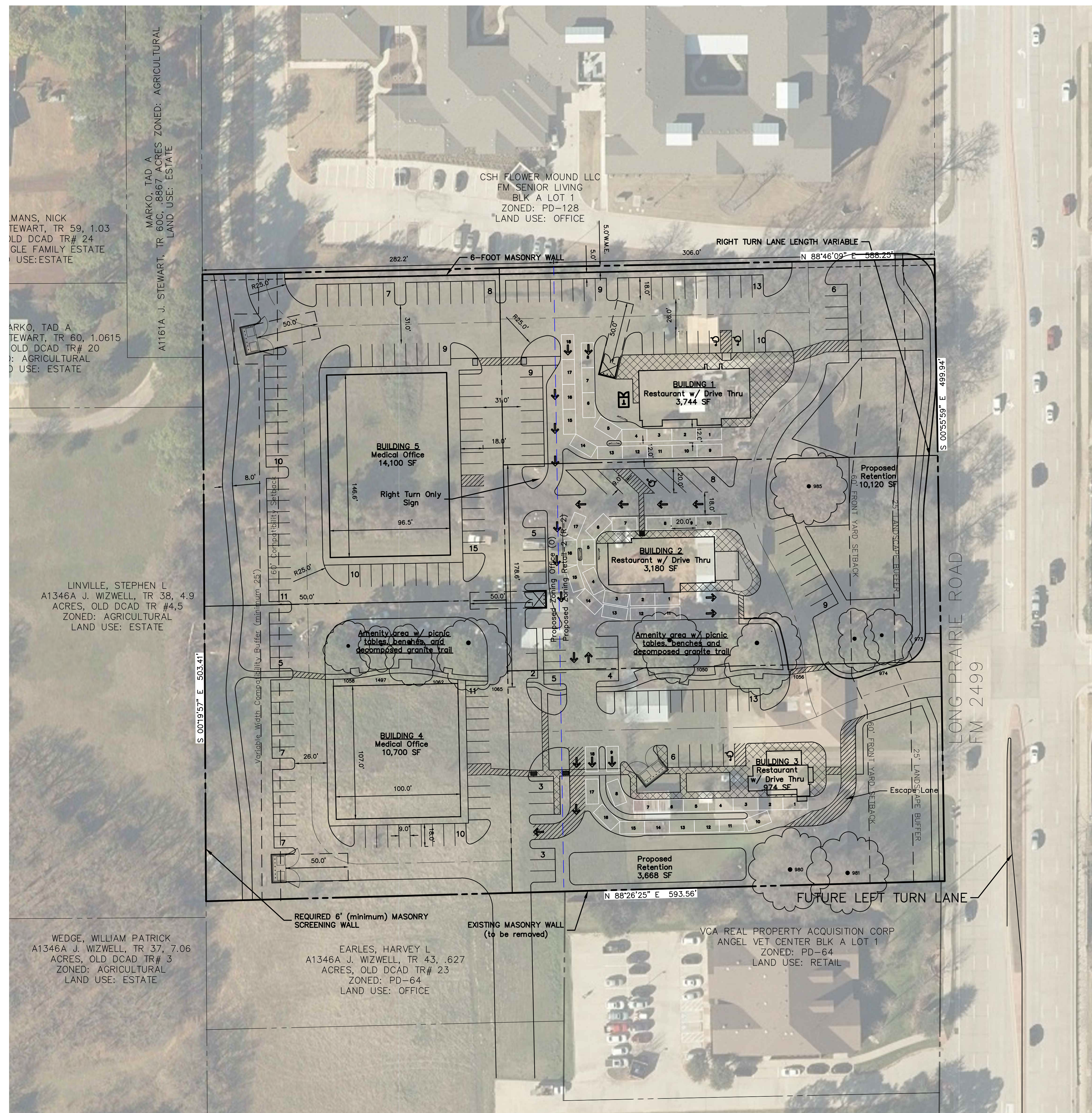
- d. Wet detention ponds;
 - e. Fire lanes, median cuts, turn lanes, and curb cuts to support the development; and
 - f. A thirty-one-foot (31') Mutual Access Easement (Spine Road) connecting the northern and southern properties and parallel to Long Prairie Road (FM 2499). This 31-foot Mutual Access Easement shall connect into the constructed Mutual Access Easement to the northern property line of the Planned Development.
2. A certificate of occupancy shall not be issued to the first building until Phase 1, as mentioned above is completed.
 3. At the time of first plat application, a Property Owners Association (POA) shall be established to maintain landscaping and compatibility buffers, masonry wall, sidewalks, retention ponds, and Town trail.

F. EXCEPTIONS. The following exceptions shall apply to this Planned Development.

1. Driveway Spacing Exception: An exception to the access management policy and criteria regarding driveway spacing contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances to allow the proposed driveway to be located approximately 300.9-feet from an existing driveway to the north and approximately 280.8-feet from an existing driveway to the south. The second exception will no longer be necessary once the property to the immediate south develops, and the Angel Vet driveway is removed.

G. SIGNAGE STANDARDS.

1. Chapter 86 of the Town's Code shall apply to this Planned Development.

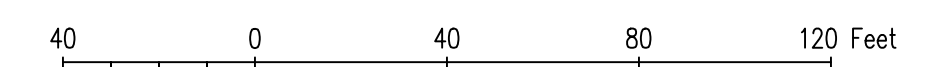


SITE DATA TABLE		
Physical Address:	3025, 3101, 3125, 3175, 3201 Long Prairie Road	
Gross Site Area:	6.81 A; 296,643 SF	
Current Zoning:	Single Family Estate and Agriculture	
Current Use:	Residential	
Lot Coverage Data:		
Building Coverage:	11%	
Impervious Area:	46%	
Pervious Area:	43%	
Parking Summary:		
	Required	Provided
	235	215

Zoning Standard	Existing SFE & AO		Proposed PD W/ R-2 O	
Minimum Lot Area	1 Acre	2 Acres	None	None
Minimum Lot Width	105 ft.	200 ft.	None	None
Minimum Floor Area	2,400 sqft.	1,800 sqft.	None	None
Minimum Front Yard	40 ft.	40 ft.	60 ft.	None
Minimum Side Yard	20 ft.	25 ft.	None	None
Minimum Rear Yard	20 ft.	20 ft.	15 ft.	15 ft.
Maximum Lot Coverage	25 %	25 %	50 %	50 %
Max Height (stories/ft.)	3/35 ft.	3/35 ft.	3/35 ft.	1/35 ft.
Maximum Floor:Area Ratio	None	None	1:1	1:1

Embree Site Data Summary Table							
	Building 1 Restaurant w/ Drive Thru	Building 2 Restaurant w/ Drive Thru	Building 3 Restaurant w/ Drive Thru	Building 4 Medical Office	Building 5 Medical Office	Totals	
Site							
Building Square Footage	3,744	3,180	974	10,700	14,100	32,698	
Patio Square Footage	N/A	435	N/A	N/A	N/A	435	
Total Building SF	3744	3615	974	10,700	14,475		
Building Height	Max 30'						
Parking Ratio	1/75 SF			1/200 SF			
Parking Required	50	48	13	54	71	235	
Parking Provided	47	33	25	40	70	215	
ToFM 20% Rule	± 10 Stalls	± 8 Stalls	± 2 Stalls	± 10 stalls	± 14 stalls	± 44 stalls	

NOTE: RETENTION PONDS WILL BE WET PONDS.



The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

BPE: 19762 TBPLS: 10194440
www.gascon.com
www.mcadamsco.com



EMBREE, 2499
TRACTS 18, 19, 21, 24
6.81 Acres
in the
J. STEWART & J. WIZWELL SURVEY, ABSTRACT NO.
A1161A
A1346A
DENTON COUNTY, TEXAS

Conceptual Site Plan

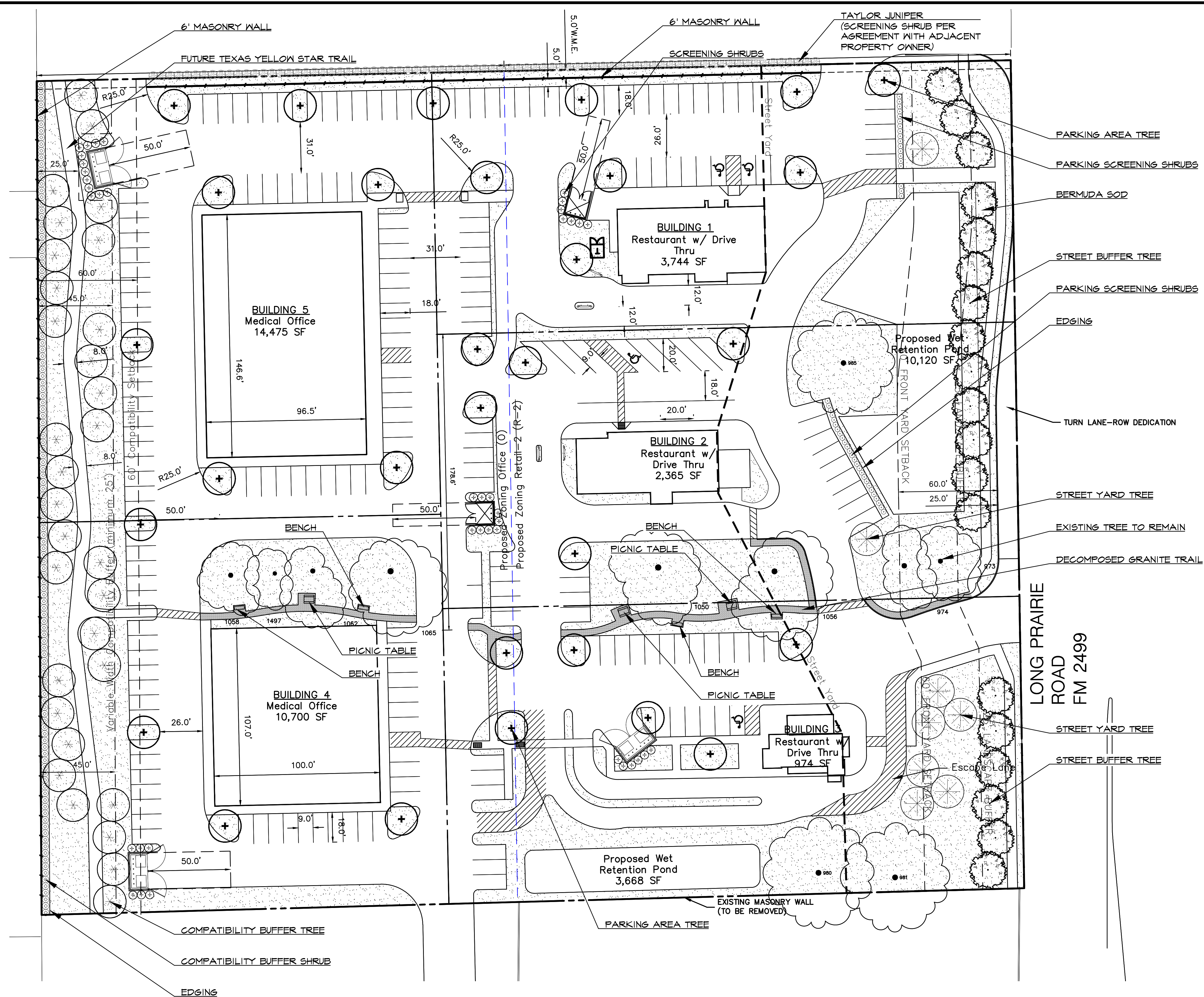
PRELIMINARY PLANS

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
BP: 19762
JOSHUA M. BARTON,
P.E. #129227
DATE 5/18/2022

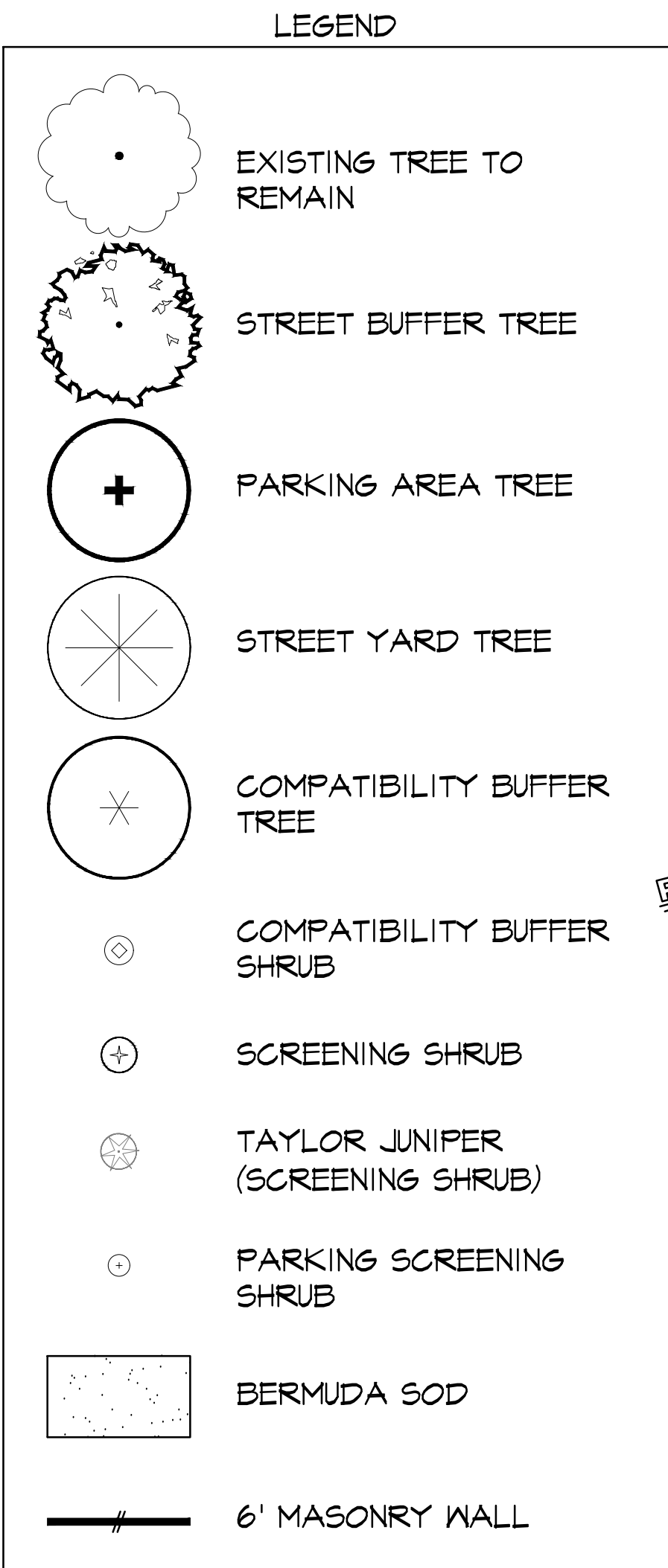
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evisions: 04/06/2022
evisions: 04/27/2022
evisions: 05/18/2022

2020310385

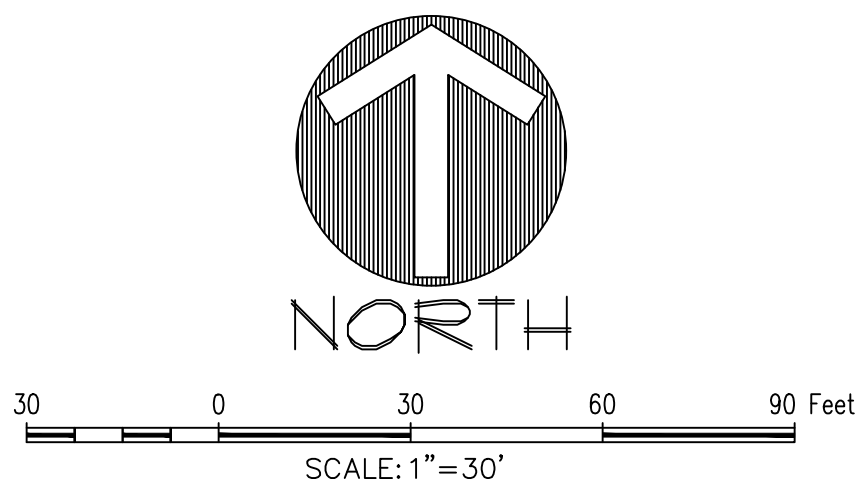




STREET BUFFER WIDTH			
STANDARD		REQUIRED	PROVIDED
Long Prairie Rd.		25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 Lf.	499.94 Lf.	17 trees (3" cal.)	19 trees (3" cal.)
STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Min. 20% of street yard	71,783 s.f. of street yard	14,357 s.f. of street yard	39,240 s.f. of street yard
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Between 10,000 and 110,000 s.f. = 10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	71,783 s.f. of street yard	35 Trees (3" cal.)	8 street yard trees + 19 buffer trees + 4 parking tree + 5 existing trees
COMPATIBILITY BUFFER REQUIREMENTS			
STANDARD (WEST PROPERTY)	TOTAL AREA	REQUIRED	PROVIDED
25' compatibility buffer along west property		25 ft.	Variable width- Avg. 45 ft.
1 shade tree per 400 s.f.	12,575 s.f.	31 trees (3" cal.)	31 trees (3" cal.)
Understory Screening Plants		6' screening shrubs	6' screening shrubs
Min. 6' Masonry Wall		6' masonry wall	6' masonry wall
60' compatibility buffer setback		60 ft.	60 ft.
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	212 Parking Spaces	1,590 s.f.	32,650 s.f.
1 tree per 10 parking spaces	212 Parking Spaces	21 trees (3" cal.)	30 canopy trees + 6 existing trees
**All parking spaces to be located within 50 ft. of Parking lot tree.			



OWNER/DEVELOPER
JERRY FRAZIER
EMBREE ASSET GROUP, INC.
124 McMakin Rd.
BARTONVILLE, TX 76226



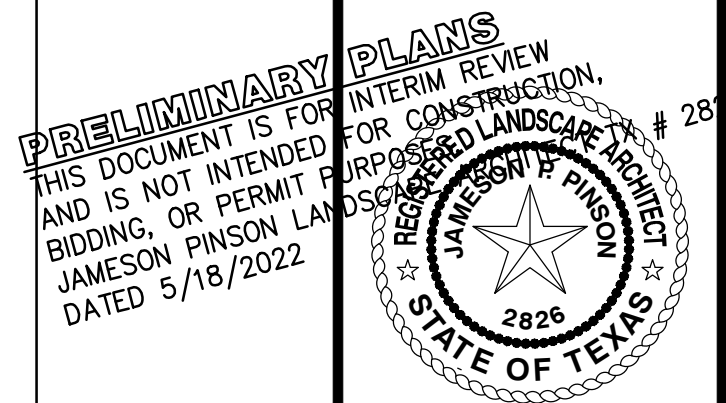
LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Embree 2499

The John R. McAdams
Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Levelland, TX 79637
972.438.9712
201 County View Drive
Reno, NV 89502
940.240.1012
TPE: 1992 TPELA 10194440
www.mcadamsco.com



EMBREE 2499
Lot Value, Block Value
EMBREE 2499
Value Acres
in the
J. WIZWELL SURVEY, ABSTRACT NO. 1346, TR. 45
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPTUAL LANDSCAPE PLAN

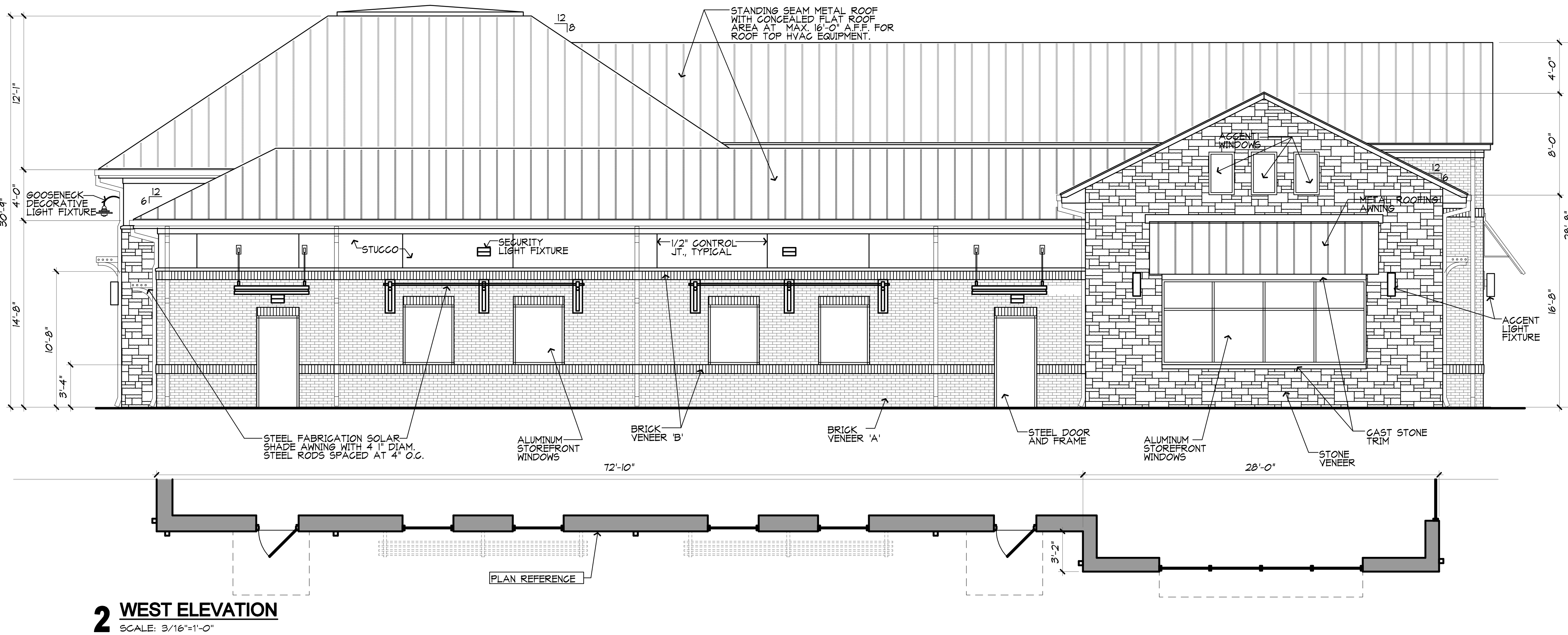
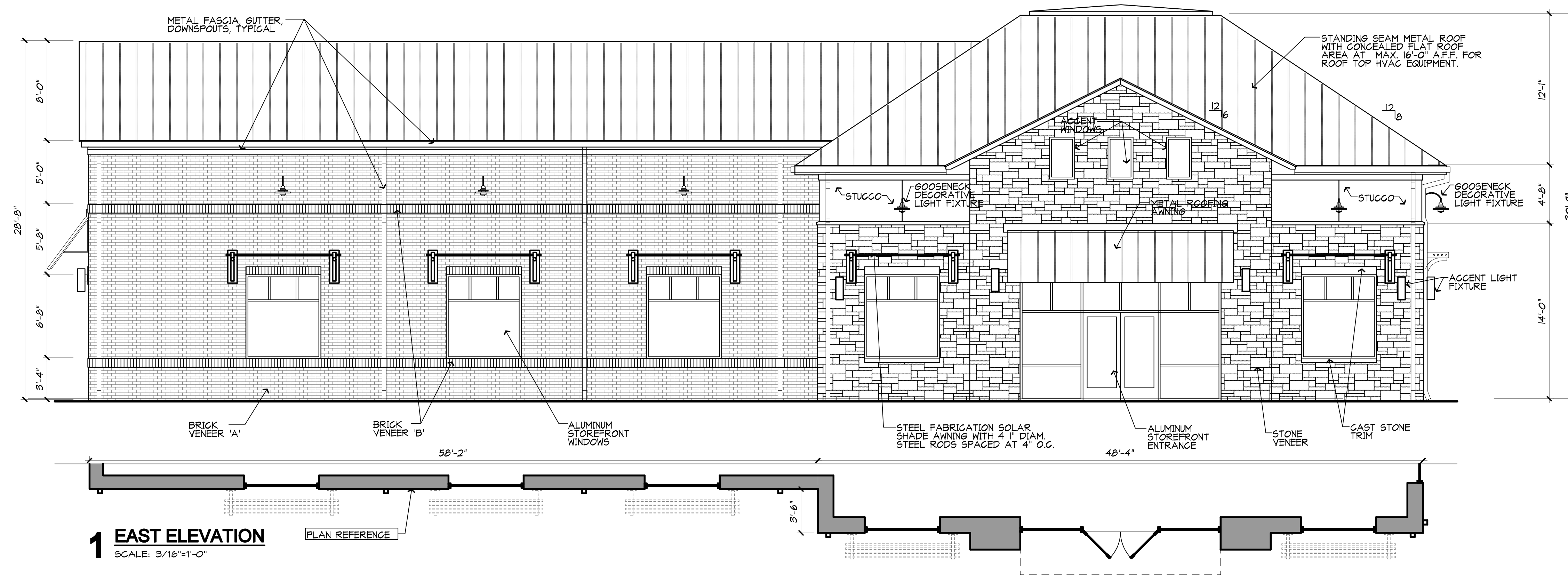


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Date: 06/21/2021
Scale: 1"=30'
Revisions:
08/06/2021
09/24/2021
12/15/2021
03/11/2022
03/18/2022
04/06/2022
04/29/2022

2020310385

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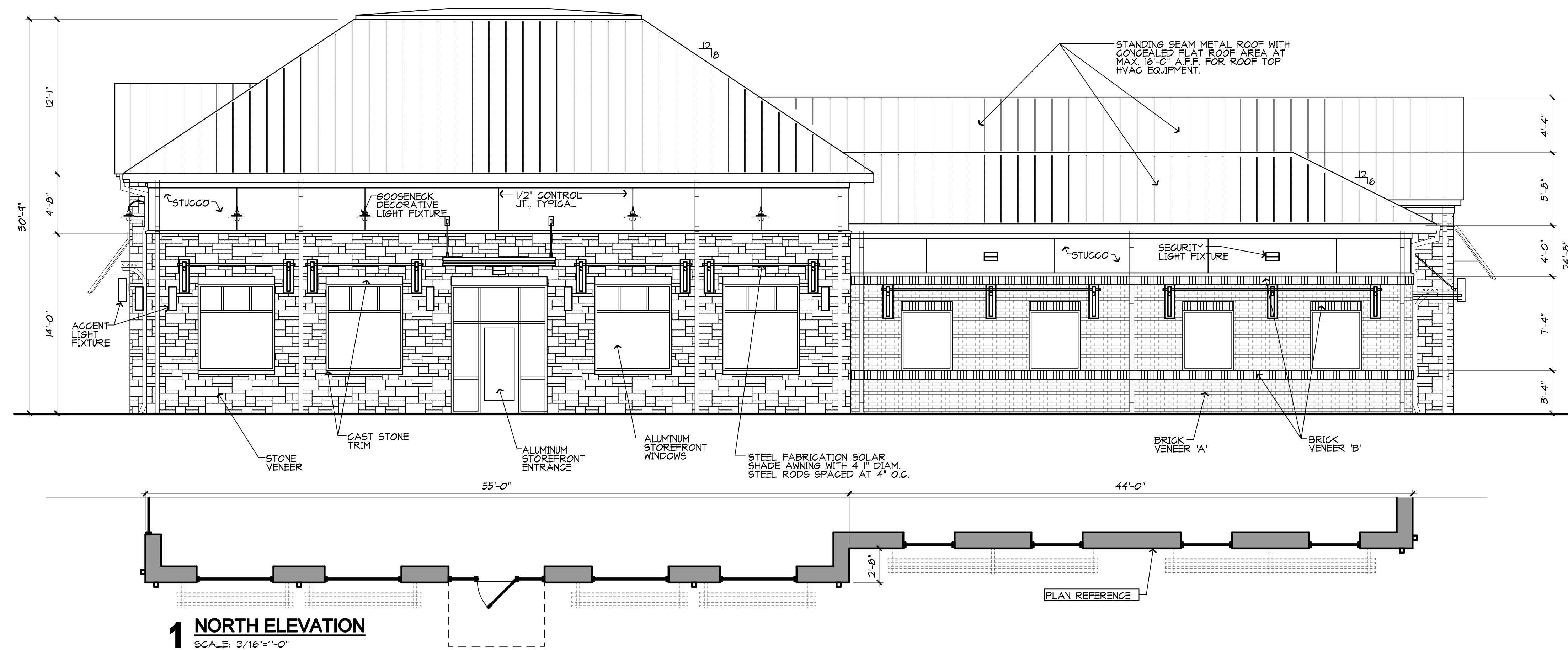
EMBREE 2499



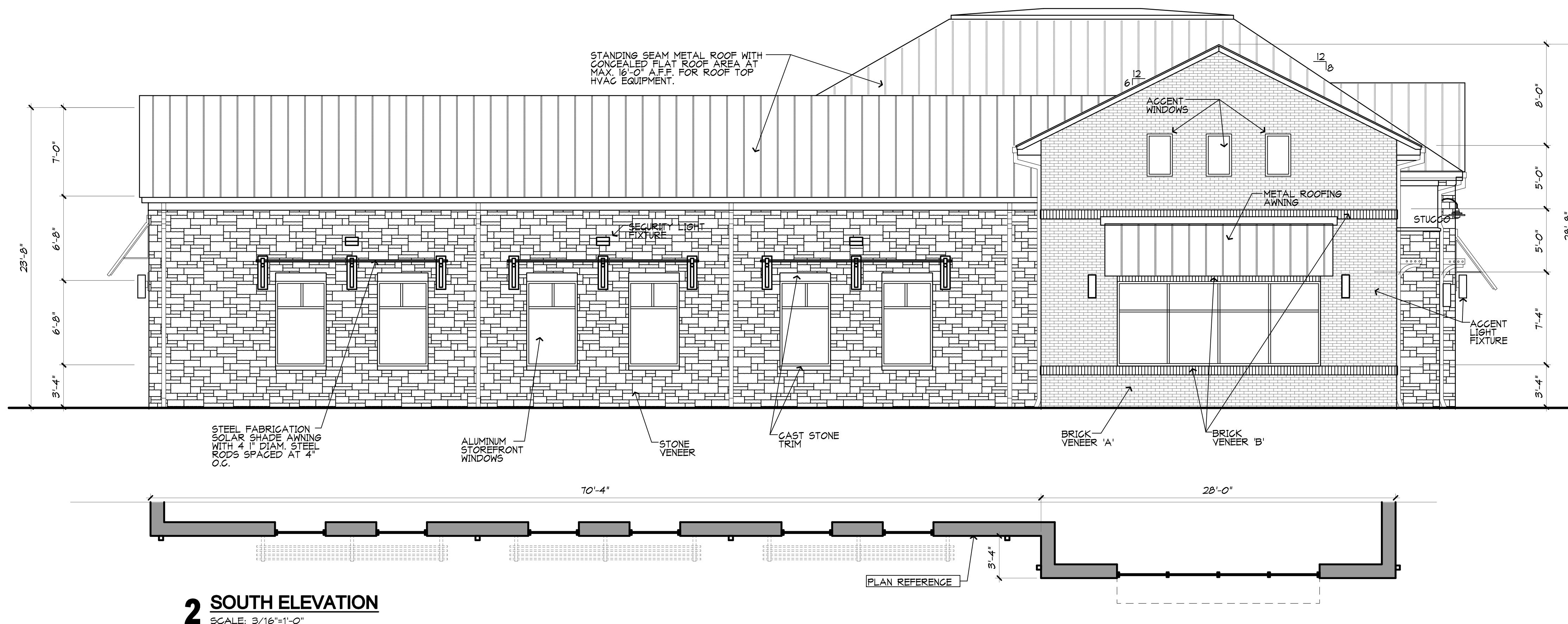
MATERIAL TABULATIONS CHART: BUILDING 4				
	NORTH	SOUTH	EAST	WEST
1. TOTAL FACADE S.F.	1782 S.F.	2004 S.F.	2344 S.F.	2002 S.F.
2. FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	1412 S.F.	1716 S.F.	2021 S.F.	1751 S.F.
3. DOORS AND WINDOWS S.F.	310 S.F.	288 S.F.	313 S.F.	251 S.F.
4. PRIMARY MASONRY TOTALS (MIN. 80%)	92%	93%	94%	92%
BRICK S.F.	345 S.F.	566 S.F.	1054 S.F.	763 S.F.
STONE S.F.	633 S.F.	1014 S.F.	760 S.F.	493 S.F.
STUCCO S.F.	323 S.F.	12 S.F.	86 S.F.	355 S.F.
TILT-WALL S.F.	N/A	N/A	N/A	N/A
5. SECONDARY MASONRY TOTALS (MAX. 20%)	8%	7%	6%	8%
EIPS S.F.	N/A	N/A	N/A	N/A
HARDPLANK (TRIM/FASCIA) S.F.	121 S.F.	124 S.F.	113 S.F.	140 S.F.
ADDITIONAL DETAIL S.F.	N/A	N/A	N/A	N/A

- MATERIAL SELECTIONS**
- STONE VENEER: AUSTIN WHITE (MATCH)
 - CAST STONE TRIM/HEADERS: MATCH AUSTIN WHITE
 - BRICK 'A': ACME - MOCHA BROWN ANTIQUE (KING)
 - BRICK 'B': ACME - ASHWOOD (SOLDIER COURSE)
 - STUCCO: MATCH SW6150 UNIVERSAL KHAKI
 - METAL ROOFING: BERRIDGE ZINC GREY
 - METAL FASCIA/TRIM/GUTTERS/DOWNSPOUTS: EXCEPTIONAL METALS SLATE GRAY
 - ALUMINUM STOREFRONT: ANODIZED ALUMINUM
 - CANOPY/SOLAR SHADE/STEEL ACCENTS: POWDERCOATED MATCH TO SW7048 URBANE BRONZE
 - STEEL/HOLLOW METAL DOORS AND FRAMES: MATCH SW6150 UNIVERSAL KHAKI

BUILDING 4



1 NORTH ELEVATION
SCALE: 3/16"=1'-0"



2 SOUTH ELEVATION
SCALE: 3/16"=1'-0"

MATERIAL SELECTIONS	
STONE VENEER:	AUSTIN WHITE (MATCH)
CAST STONE TRIM/HEADERS:	MATCH AUSTIN WHITE
BRICK 'A':	ACME - MOCHA BROWN ANTIQUE (KING)
BRICK 'B':	ACME - ASHWOOD (SOLDIER COURSE)
STUGGO:	MATCH SW6150 UNIVERSAL KHAKI
METAL ROOFING:	BERRIDGE ZINC GREY
METAL FASCIA/TRIM/GUTTERS/DOWNSPOUTS:	EXCEPTIONAL METALS SLATE GRAY
ALUMINUM STOREFRONT:	ANODIZED ALUMINUM
CANOPY/SOLAR SHADE/STEEL ACCENTS:	POWDERCOATED MATCH TO SW7048 URBANE BRONZE
STEEL/HOLLOW METAL DOORS AND FRAMES:	MATCH SW6150 UNIVERSAL KHAKI

BUILDING 4

FM 2499 MULTI TENANT DEVELOPMENT

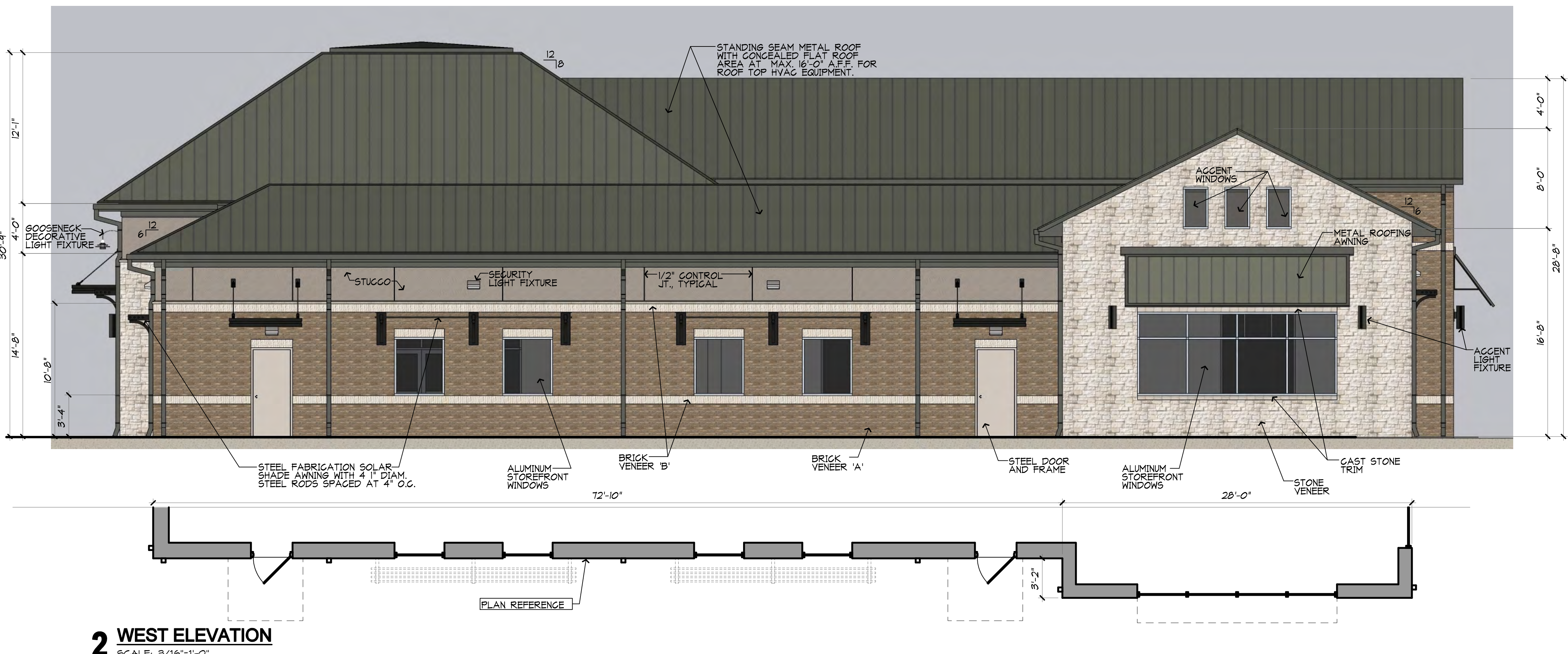
EMBREE GROUP
3207 FM 2499
FLOWER MOUND, TEXAS 75022

JOB NO. A2121
DATE: September 30, 2021

SHEET NO.
ELEV-02
OF



1 EAST ELEVATION
SCALE: 3/16"=1'-0"



2 WEST ELEVATION
SCALE: 3/16"=1'-0"

MATERIAL SELECTIONS
STONE VENEER: AUSTIN WHITE (MATCH)
CAST STONE TRIM/HEADERS: MATCH AUSTIN WHITE
BRICK 'A': ACME - MOCHA BROWN ANTIQUE (KING)
BRICK 'B': ACME - ASHWOOD (SOLDIER COURSE)
STUCCO: MATCH SW6150 UNIVERSAL KHAKI
METAL ROOFING: BERRIDGE ZINC GREY
METAL FASCIA/TRIM/GUTTERS/DOWNSPOUTS: EXCEPTIONAL METALS SLATE GRAY
ALUMINUM STOREFRONT: ANODIZED ALUMINUM
CANOPY/SOLAR SHADE/STEEL ACCENTS: POWDERCOATED MATCH TO SW7048 URBANE BRONZE
STEEL/HOLLOW METAL DOORS AND FRAMES: MATCH SW6150 UNIVERSAL KHAKI

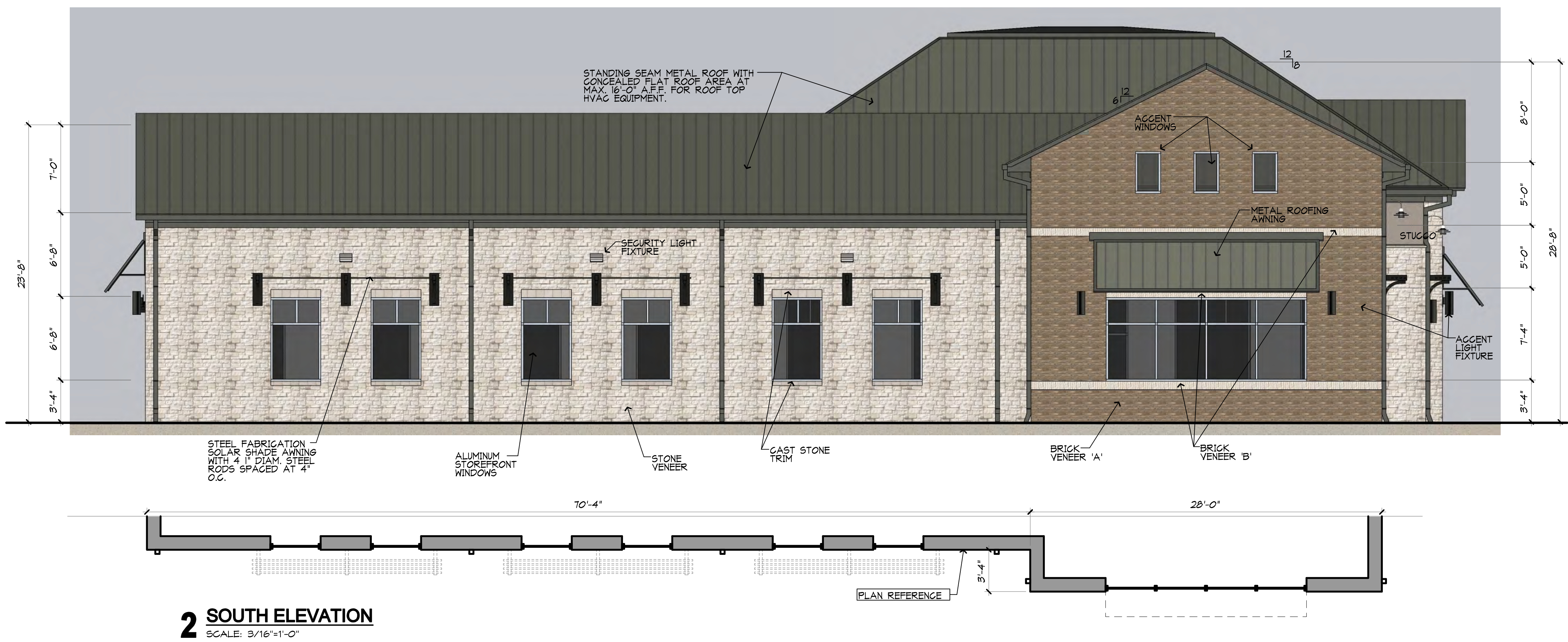
BUILDING 4

FM 2499 MULTI TENANT DEVELOPMENT

EMBREE GROUP
3207 FM 2499
FLOWER MOUND, TEXAS 75022

JOB NO. A2121
DATE: September 30, 2021

SHEET NO.
ELEV-03
OF



MATERIAL SELECTIONS	
STONE VENEER:	AUSTIN WHITE (MATCH)
CAST STONE TRIM/HEADERS:	MATCH AUSTIN WHITE
BRICK 'A':	ACME - MOCHA BROWN ANTIQUE (KING)
BRICK 'B':	ACME - ASHWOOD (SOLDIER COURSE)
STUCCO:	MATCH SW6150 UNIVERSAL KHAKI
METAL ROOFING:	BERRIDGE ZINC GREY
METAL FASCIA/TRIM/GUTTERS/DOWNSPOUTS:	EXCEPTIONAL METALS SLATE GRAY
ALUMINUM STOREFRONT:	ANODIZED ALUMINUM
CANOPY/SOLAR SHADE/STEEL ACCENTS:	POWDERCOATED MATCH TO SW7048 URBANE BRONZE
STEEL/HOLLOW METAL DOORS AND FRAMES:	MATCH SW6150 UNIVERSAL KHAKI

BUILDING 4

CONCEPT ELEVATIONS: NOT FOR BUILDING PERMIT OR CONSTRUCTION
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WRIGHT GROUP
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET
CARROLLTON, TEXAS
7 5 0 0 6
(9 7 2) 2 4 2 - 1 0 1 5

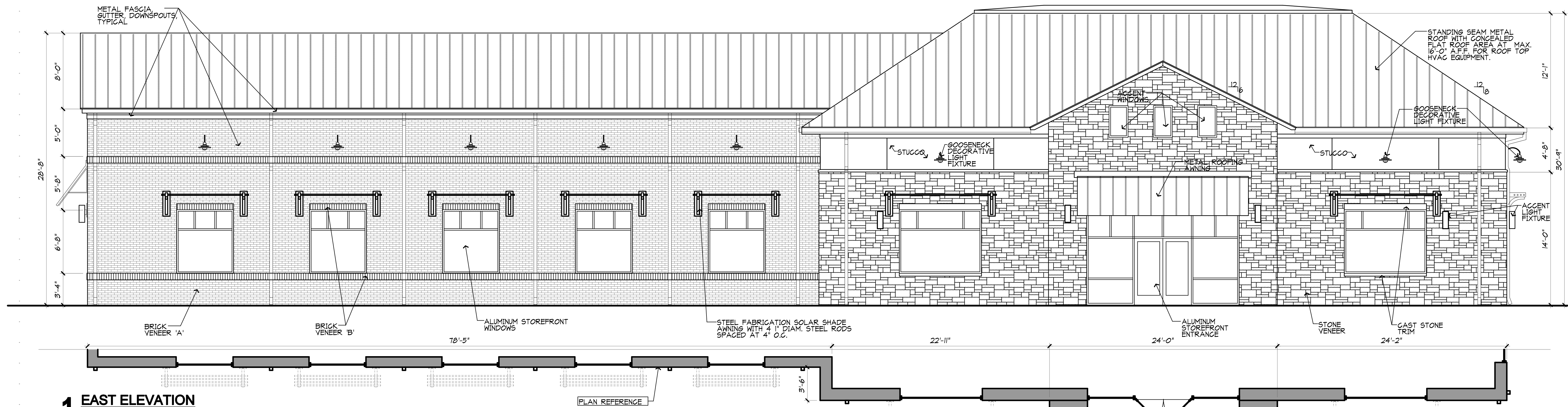


FM 2499 MULTI TENANT DEVELOPMENT

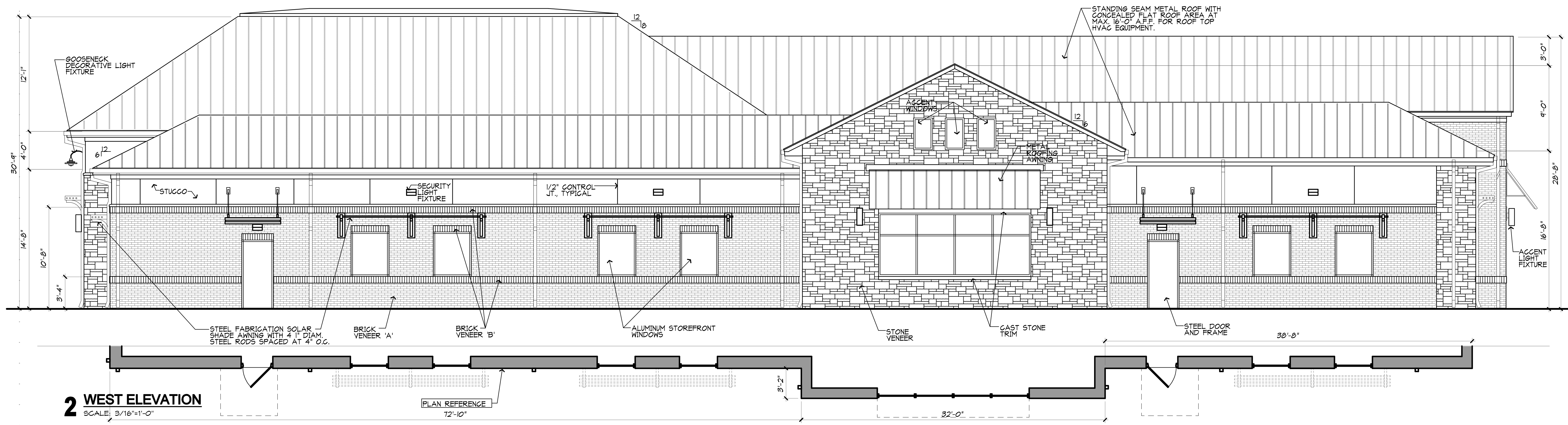
EMBREE GROUP
3207 FM 2499
FLOWER MOUND, TEXAS 75022

JOB NO. A2121
DATE: September 30, 2021

SHEET NO.
ELEV-04
OF



1 EAST ELEVATION
SCALE: 3/16"=1'-0"



2 WEST ELEVATION
SCALE: 3/16"=1'-0"

MATERIAL TABULATIONS CHART: BUILDING 5				
	NORTH	SOUTH	EAST	WEST
1. TOTAL FACADE S.F.	1743 S.F.	1880 S.F.	3037 S.F.	2704 S.F.
2. FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	1507 S.F.	1690 S.F.	2549 S.F.	2414 S.F.
3. DOORS AND WINDOWS S.F.	236 S.F.	290 S.F.	488 S.F.	290 S.F.
4. PRIMARY MASONRY TOTALS (MIN. 80%)	92%	93%	93%	92%
BRICK S.F.	482 S.F.	566 S.F.	1315 S.F.	1100 S.F.
STONE S.F.	557 S.F.	992 S.F.	845 S.F.	653 S.F.
STUCCO S.F.	348 S.F.	12 S.F.	172 S.F.	464 S.F.
TILT-WALL S.F.	N/A	N/A	N/A	N/A
5. SECONDARY MASONRY TOTALS (MAX. 20%)	8%	7%	7%	8%
EIFS S.F.	N/A	N/A	N/A	N/A
HARDPLANK (TRIM/FASCIA) S.F.	120 S.F.	120 S.F.	167 S.F.	192 S.F.
ADDITIONAL DETAIL S.F.	N/A	N/A	N/A	N/A

MATERIAL SELECTIONS

STONE VENEER: AUSTIN WHITE (MATCH)
CAST STONE TRIM/HEADERS: MATCH AUSTIN WHITE
BRICK 'A': ACME - MOCHA BROWN ANTIQUE (KING)
BRICK 'B': ACME - ASHWOOD (SOLDIER COURSE)
STUCCO: MATCH SW6150 UNIVERSAL KHAKI

METAL ROOFING: BERRIDGE ZINC GREY
METAL FASCIA/TRIM/GUTTERS/DOWNSPOUTS: EXCEPTIONAL METALS SLATE GRAY
ALUMINUM STOREFRONT: ANODIZED ALUMINUM
CANOPY/SOLAR SHADE/STEEL ACCENTS: POWDERCOATED MATCH TO SW7048 URBANE BRONZE
STEEL/HOLLOW METAL DOORS AND FRAMES: MATCH SW6150 UNIVERSAL KHAKI

WRIGHT GROUP
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET
CARROLLTON, TEXAS 75006
(972) 242-1015

REGISTERED ARCHITECT
CHRISTOPHER J. AMOS
STATE OF TEXAS
9/30/2021

FM 2499 MULTI TENANT DEVELOPMENT

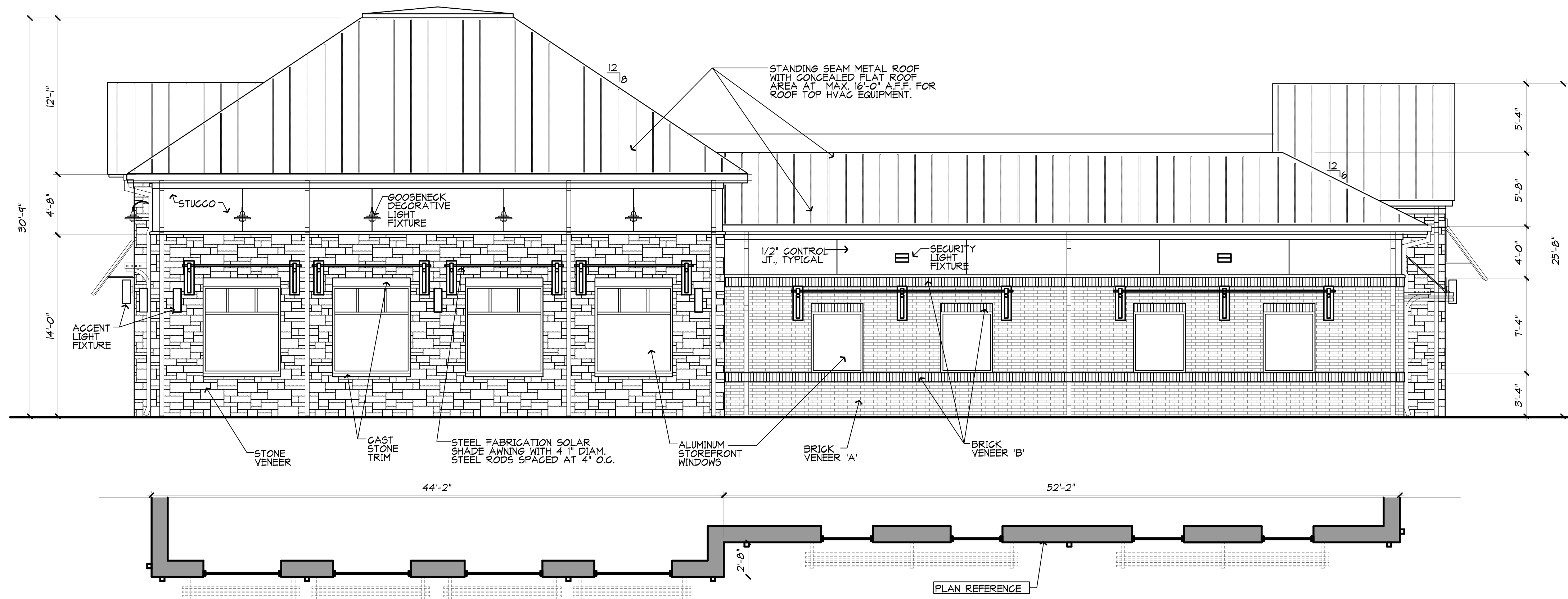
EMBREE GROUP
3207 FM 2499
FLOWER MOUND, TEXAS 75022

JOB NO. A2121
DATE: September 30, 2021

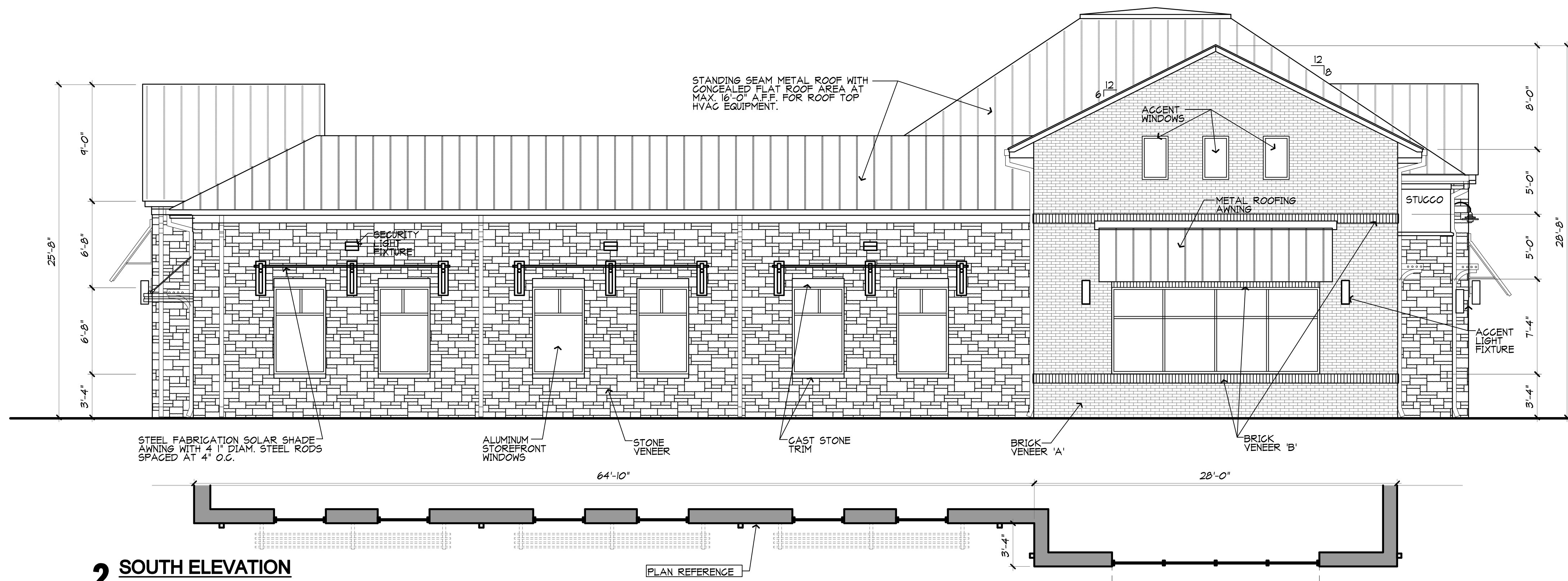
BUILDING 5

SHEET NO. **ELEV-05**

CONCEPT ELEVATIONS: NOT FOR BUILDING PERMIT OR CONSTRUCTION
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1 NORTH ELEVATION
SCALE: 3/16"=1'-0"



2 SOUTH ELEVATION
SCALE: 3/16"=1'-0"

MATERIAL SELECTIONS
STONE VENEER: AUSTIN WHITE (MATCH)
CAST STONE TRIM/HEADERS: MATCH AUSTIN WHITE
BRICK 'A': ACME - MOCHA BROWN ANTIQUE (KING)
BRICK 'B': ACME - ASHWOOD (SOLDIER COURSE)
STUCCO: MATCH SW6150 UNIVERSAL KHAKI
METAL ROOFING: BERRIDGE ZINC GREY
METAL FASCIA/TRIM/GUTTERS/DOWNSPOUTS: EXCEPTIONAL METALS SLATE GRAY
ALUMINUM STOREFRONT: ANODIZED ALUMINUM
CANOPY/SOLAR SHADE/STEEL ACCENTS: POWDERCOATED MATCH TO SW1048 URBANE BRONZE
STEEL/HOLLOW METAL DOORS AND FRAMES: MATCH SW6150 UNIVERSAL KHAKI

BUILDING 5

CONCEPT ELEVATIONS: NOT FOR BUILDING PERMIT OR CONSTRUCTION
© WRIGHT GROUP Architects-Planners, PLLC, 2021

WRIGHT GROUP

ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET
CARROLLTON, TEXAS
75006
(972) 242-1015

REGISTERED ARCHITECT
CHRISTOPHER Q. AMMON
STATE OF TEXAS
18961
9/30/2021

FM 2499 MULTI TENANT DEVELOPMENT

EMBREE GROUP
3207 FM 2499
FLOWER MOUND, TEXAS 75022

JOB NO. A2121
DATE: September 30, 2021

SHEET NO.
ELEV-06
OF



1 EAST ELEVATION
SCALE: 3/16"=1'-0"



2 WEST ELEVATION
SCALE: 3/16"=1'-0"

MATERIAL SELECTIONS	
STONE VENEER:	AUSTIN WHITE (MATCH)
CAST STONE TRIM/HEADERS:	MATCH AUSTIN WHITE
BRICK 'A':	ACME - MOCHA BROWN ANTIQUE (KING)
BRICK 'B':	ACME - ASHWOOD (SOLDIER COURSE)
STUCCO:	MATCH SW6150 UNIVERSAL KHAKI
METAL ROOFING:	BERRIDGE ZING GREY
METAL FASCIA/TRIM/GUTTERS/DOWNSPOUTS:	EXCEPTIONAL METALS SLATE GRAY
ALUMINUM STOREFRONT:	ANODIZED ALUMINUM
CANOPY/SOLAR SHADE/STEEL ACCENTS:	POWDERCOATED MATCH TO SW1048 URBANE BRONZE
STEEL/HOLLOW METAL DOORS AND FRAMES:	MATCH SW6150 UNIVERSAL KHAKI

CONCEPT ELEVATIONS: NOT FOR BUILDING PERMIT OR CONSTRUCTION
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BUILDING 5

ELEV-07

WRIGHT GROUP
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET
CARROLLTON, TEXAS
7 5 0 0 6
(9 7 2) 2 4 2 - 1 0 1 5



FM 2499 MULTI TENANT DEVELOPMENT

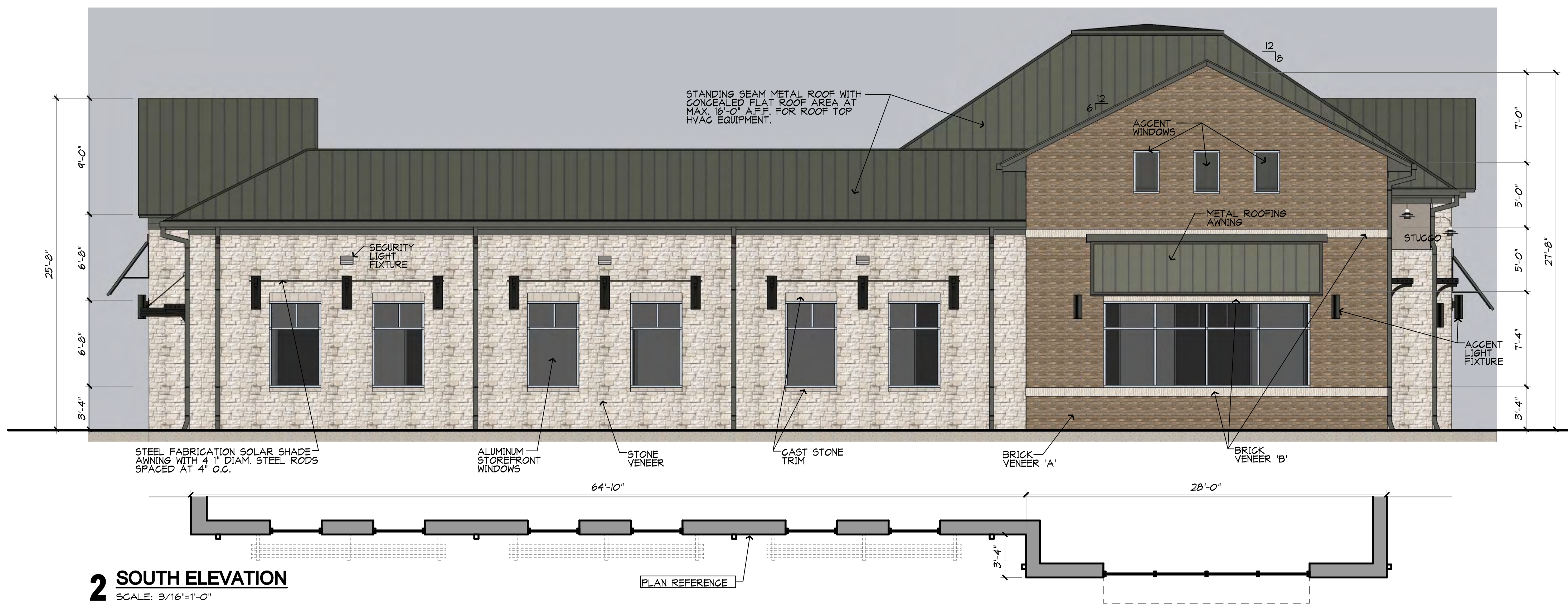
EMBREE GROUP
3207 FM 2499
FLOWER MOUND, TEXAS 75022

JOB NO. A2121
DATE: September 30, 2021

SHEET NO.



1 NORTH ELEVATION
SCALE: 3/16"=1'-0"



2 SOUTH ELEVATION
SCALE: 3/16"=1'-0"

MATERIAL SELECTIONS
STONE VENEER: AUSTIN WHITE (MATCH)
CAST STONE TRIM/HEADERS: MATCH AUSTIN WHITE
BRICK 'A': ACME - MOCHA BROWN ANTIQUE (KING)
BRICK 'B': ACME - ASHWOOD (SOLDIER COURSE)
STUCCO: MATCH SW6150 UNIVERSAL KHAKI
METAL ROOFING: BERRIDGE ZINC GREY
METAL FASCIA/TRIM/GUTTERS/DOWNSPOUTS: EXCEPTIONAL METALS SLATE GRAY
ALUMINUM STOREFRONT: ANODIZED ALUMINUM
CANOPY/SOLAR SHADE/STEEL ACCENTS: POWDERCOATED MATCH TO SW7048 URBANE BRONZE
STEEL/HOLLOW METAL DOORS AND FRAMES: MATCH SW6150 UNIVERSAL KHAKI

CONCEPT ELEVATIONS: NOT FOR BUILDING PERMIT OR CONSTRUCTION
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BUILDING 5

WRIGHT GROUP
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET
CARROLLTON, TEXAS
7 5 0 0 6
(9 7 2) 2 4 2 - 1 0 1 5

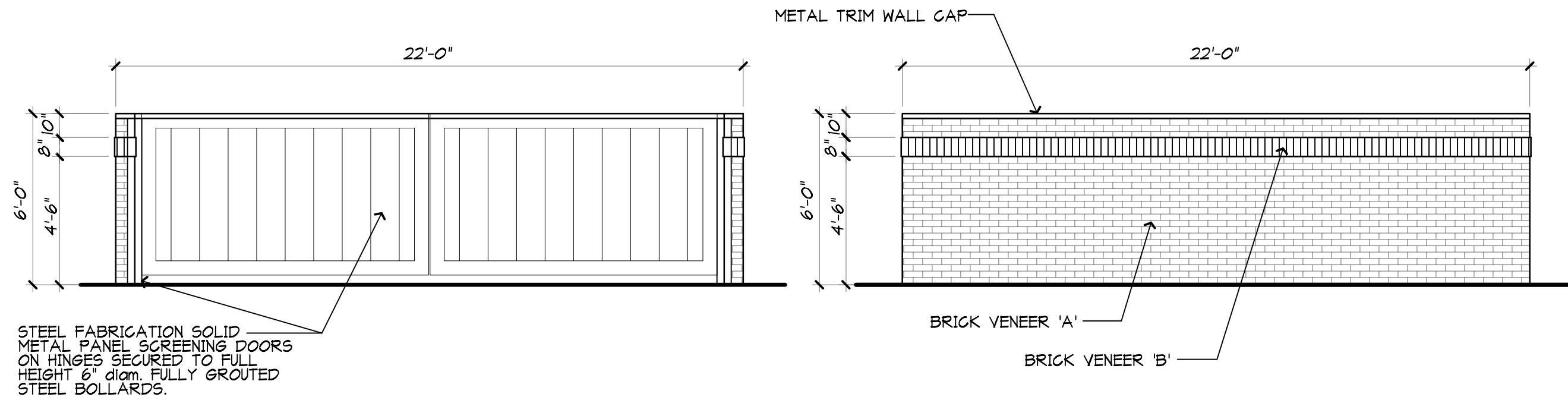


FM 2499 MULTI TENANT DEVELOPMENT

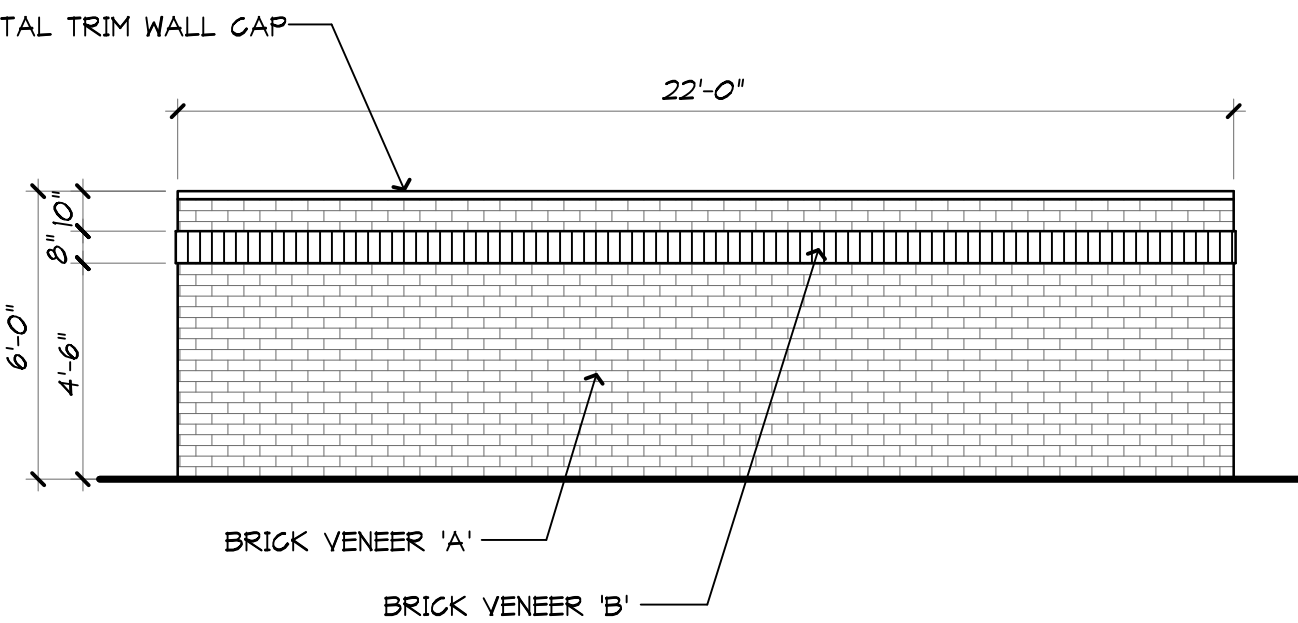
EMBREE GROUP
3207 FM 2499
FLOWER MOUND, TEXAS 75022

JOB NO. A2121
DATE: September 30, 2021

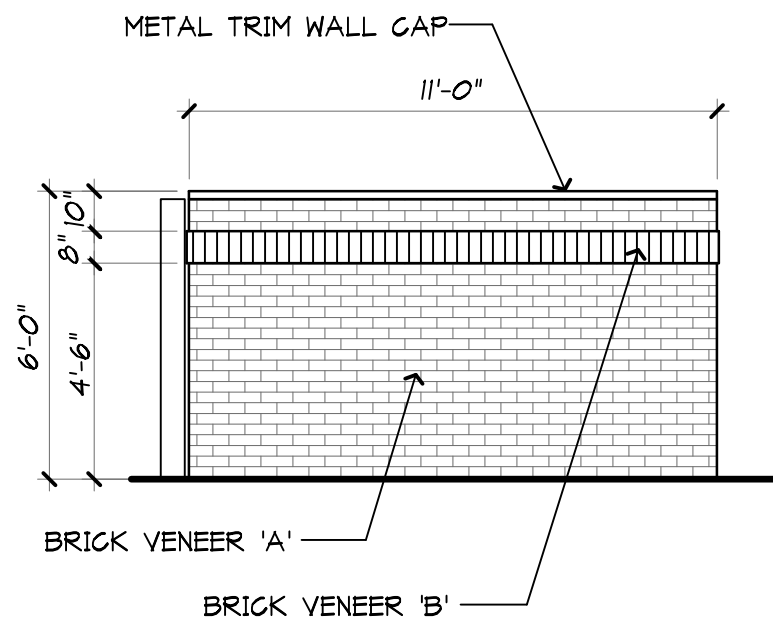
SHEET NO.
ELEV-08
OF



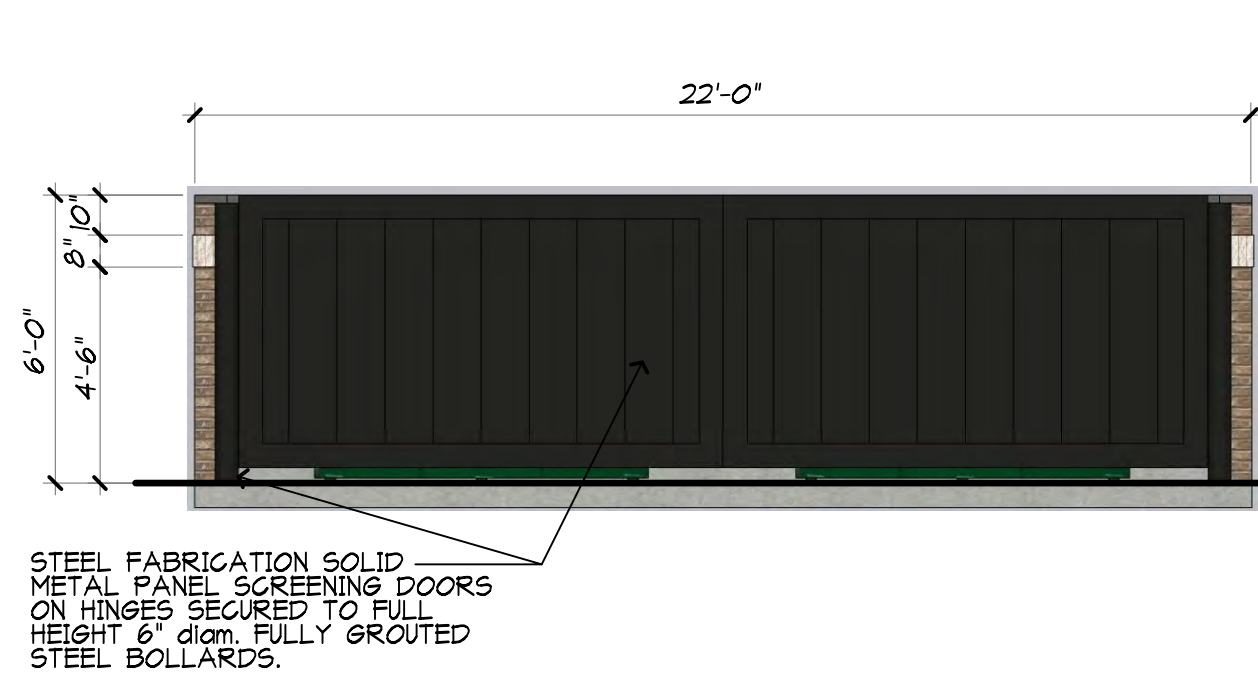
1 DUMPSTER ENCLOSURE FRONT
SCALE: 1/4"=1'-0"



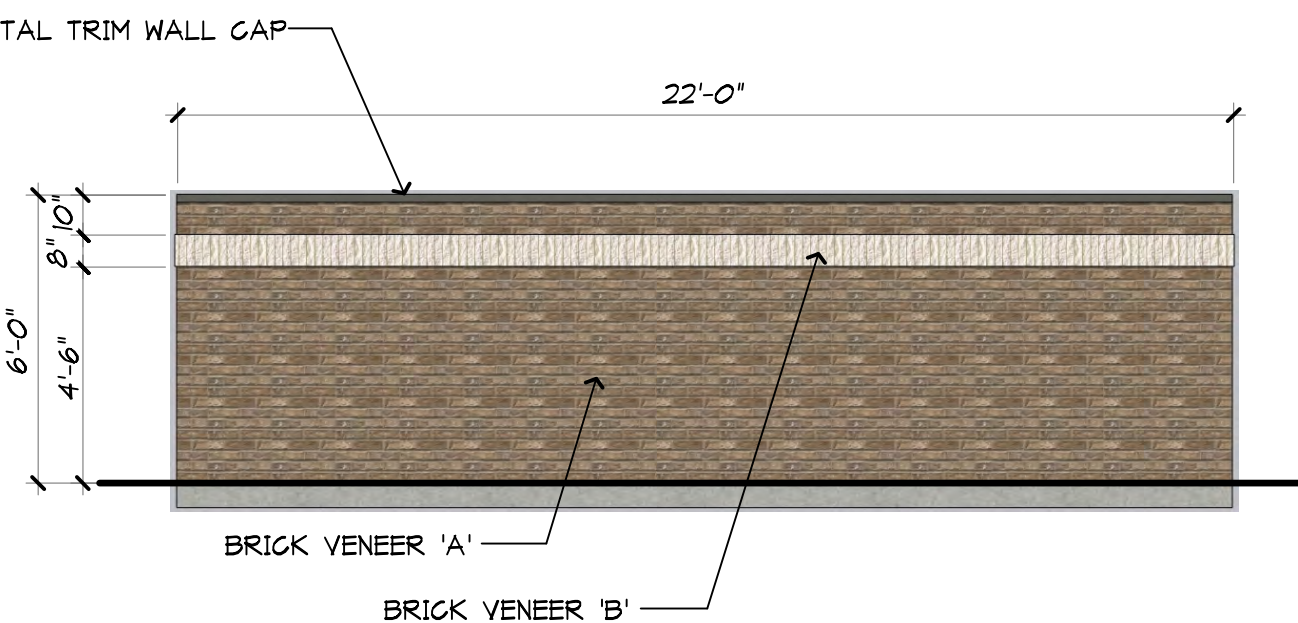
2 DUMPSTER ENCLOSURE BACK
SCALE: 1/4"=1'-0"



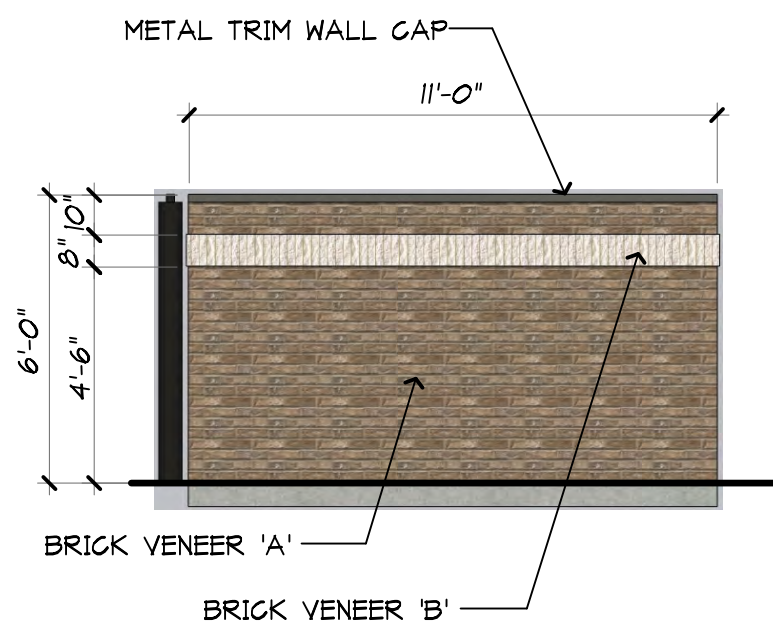
3 DUMPSTER ENCLOSURE SIDES
SCALE: 1/4"=1'-0"



4 DUMPSTER ENCLOSURE FRONT
SCALE: 1/4"=1'-0"



5 DUMPSTER ENCLOSURE BACK
SCALE: 1/4"=1'-0"



6 DUMPSTER ENCLOSURE SIDES
SCALE: 1/4"=1'-0"

MATERIAL SELECTIONS	
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STEEL/HOLLOW METAL DOORS AND FRAMES: MATCH SW6150 UNIVERSAL KHAKI	



4/30/2021

December 15, 2021

Ashton Miller
McAdams
111 Hillside Drive
Lewisville, Texas 75057

Re: Flower Mound – Embree 2499

Dear Mr. Miller,

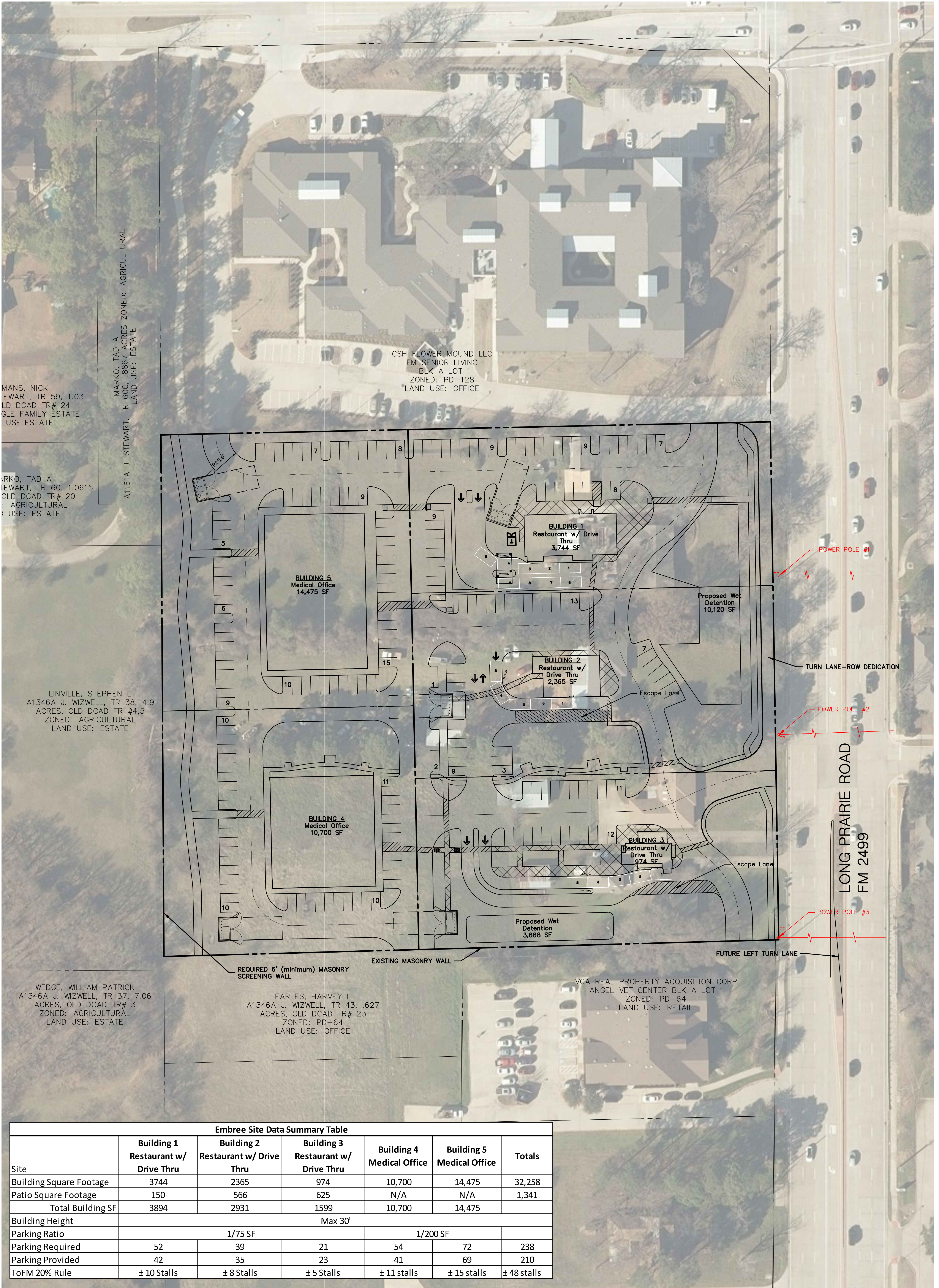
As previously discussed, Poles 1 and 2 on the attached print are currently providing service to the houses on the west side of FM 2499. These poles can be removed if the services to the houses are terminated and the communication cables on the poles are removed. Pole 3 has a small cell antenna attached and cannot be removed.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Curry".

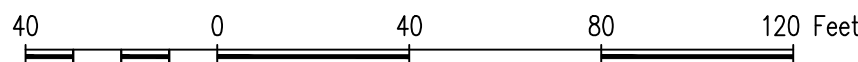
Jeff Curry
Engineering Technician Supervisor
jcurry@coserv.com
Office - (940) 321-7800 ext. 7607



The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.guon.com
www.mcadamsco.com

CoServ Exhibit
Embree Group - 2499 Proposal

Town of Flower Mound
Denton County, Texas



Job No: 2020310385 Date: September 27, 2021 By: AM
M:\Projects\EMB\2020310385\04-Production\Planning and
LA\Exhibits\Planning\DWG\2020310385 - PP Exhibit.dwg

This concept plan is intended for conceptual
developmental use and shall not be interpreted
as an official or submitted document. All aerial
and map images were attained from best
available information. This plan is subject to
change.



TOWN COUNCIL AGENDA ITEM NO. 14 REGULAR ITEM

DATE: June 20, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: Public Hearing to consider an application for a tree removal permit (TRP21-0028) for three (3) specimen trees on property proposed for development as Embree 2499. The property is generally located west of Long Prairie Road and south of Sagebrush Drive. (The Environmental Conservation Commission recommended approval by a vote of 5-1-0 at its January 4, 2022, meeting).

BACKGROUND INFORMATION: The Embree 2499 development is generally located west of Long Prairie Road and south of Sagebrush Drive. The site is currently zoned for Single Family Estate (SF-E) and Agricultural (A) uses and master planned for Retail and Office. The applicant is requesting to rezone the site to Planned Development District No. 186 (PD-186) with Retail-2 (R-2) uses. According to the tree survey for the project, the site contains fourteen (14) specimen trees. The applicant is requesting to remove three (3) of the specimen trees. The specimen trees proposed for removal are in good condition and located within the proposed buildable area.

The following is a list of the three (3) specimen trees being requested for removal: Tree #1102 – 23” post oak; Tree #1103 – 27” post oak; and Tree #1104 – 27” post oak.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 154” of replacement trees, equaling 52 three-inch caliper trees, will be required for the three (3) specimen trees being requested for removal on this site. In addition, protected trees removed will also require replacement at a tree-for-tree rate. The developer is proposing to preserve existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 4, 2022, meeting. The ECC recommended approval of the requested permit to remove three (3) specimen trees. The ECC asked the applicant to evaluate if the deceleration lane along Long Prairie Road could be shortened to save the trees. TXDOT agreed to allow for the shortening of the deceleration lane; however, underground utilities will still significantly impact the specimen trees. The ECC meeting can be viewed at: <https://flowermoundtx.swagit.com/play/01052022-756>

UNRESOLVED ITEM: The companion zoning application (ZPD21-0010) for this property has an unresolved item that may impact specimen trees on this site.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Photographs of specimen trees
4. Tree Survey

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



December 21, 2021

Jimmy Hoefert, Environmental Review Analyst
 Town of Flower Mound
 Environmental Services Division
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

Reference: Tree Removal Permit Application
 Tracts 18, 19, 20, 24
 6.81 Acres in the J. Stewart & J. Wizwell Survey, Abstract No. A1161A, A1346A
 3101 FM 2499
 Town of Flower Mound
 Denton County, Texas

Dear Mr. Hoefert,

On behalf of the developer on the aforementioned property, we are requesting that (3) specimen trees (as outlined in the attached specimen tree survey), as defined in the TOFM Tree Preservation Code, be removed. The trees are being requested to be removed due to site and design conditions, which thereby mean the subject development cannot reasonably be developed based on required improvements requested by the Town in previous development agreements, without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	14 trees
Total specimen trees to be removed	3 trees

Due to preexisting conditions and developer agreements, grading, Town of Flower Mound Engineering Standards, and site conditions, the specimen trees are not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

The following are the specimen trees we are requesting to be removed:

- | | |
|---------------|----------------|
| 1. Tree #1102 | 23" Post Oak |
| 2. Tree #1103 | 27.5" Post Oak |
| 3. Tree #1104 | 27" Post Oak |

These trees are being removed due to site constraints and predetermined site improvements.

LETTER OF INTENT > **2020310385**

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Sincerely,

A handwritten signature in black ink that reads "Verity Burk". The signature is fluid and cursive, with the first name "Verity" and last name "Burk" clearly distinguishable.

Verity Burk RLA
Landscape Architect, TX #3438



Town of Flower Mound Environmental Services
 Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
 Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Verity Cox

Address:

111 Hillside Dr
 Lewisville, TX 75057

Phone:

713-628-7784

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s): Nishendu Vasavada, Ramesh Vasani, Sebian & Imer Bardhi, Jay D. Rogers
 Address:

3. Location and Legal Description of Property:

Tracts 18, 19, 21, 24 in the J. Stewart & J. Witzell
 Survey, Abstract no. A1161A, A1346A

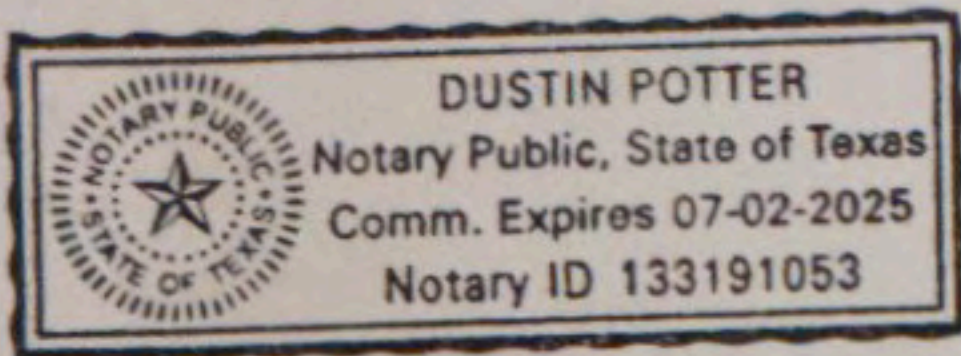
4 Properties on West Frontage of 2499, in between VCA Animal
 Hospital & The Oaks at Flower Mound

Page 2 of 3.

4. Owner's Authorization of Representation

I, SEBIAW BARDHI, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Sebiaw Bardhi
Signature of Owner



Given Under My Hand and Seal of Office
This the 14 Day of September, 2021

[Signature]
Notary Public
In and For Collin County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Verity Cox, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Verity Cox
Signature of Applicant

Landscape Architect License No. 3438
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____

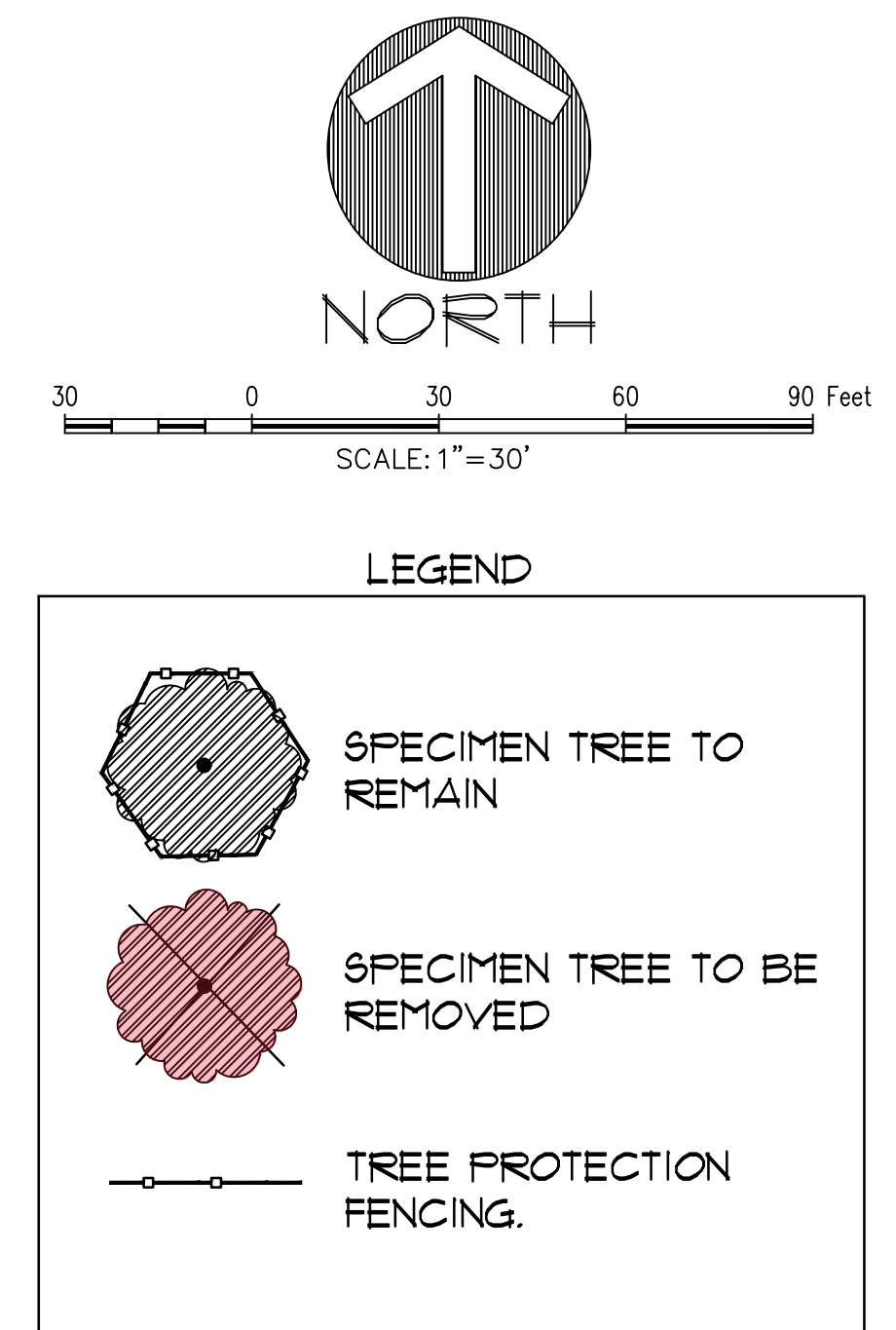
Given Under My Hand and Seal of Office
This the ____ Day of _____, 20____

Notary Public
In and For _____ County, Texas

6. Received by Town of Flower Mound on (Date) 9/24/2021 by
(initials) JRH

Embree 2499 -
Specimen trees proposed for removal





LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	HEALTH	REMARKS
1	973	30	PINE	<i>Pinus</i>	YES	YES	NO	FAIR	Vine overgrowth
2	974	33	PINE	<i>Pinus</i>	YES	YES	NO	POOR	Heavy vine overgrowth
3	980	33.5	WATER OAK	<i>Quercus nigra</i>	YES	YES	NO	GOOD	
4	981	33	WATER OAK	<i>Quercus nigra</i>	YES	YES	NO	GOOD	
5	985	31	RED OAK	<i>Quercus shumardii</i>	YES	YES	NO	GOOD	
6	1050	37.5	PINE	<i>Pinus</i>	YES	YES	NO	GOOD	
7	1056	36	PINE	<i>Pinus</i>	YES	YES	NO	GOOD	
8	1058	29.5	PINE	<i>Pinus</i>	YES	YES	NO	FAIR	Vine overgrowth
9	1062	30	PINE	<i>Pinus</i>	YES	YES	NO	POOR	Vines, limb breakage
10	1065	37	PINE	<i>Pinus</i>	YES	YES	NO	FAIR	Vine overgrowth
11	1102	23	POST OAK	<i>Quercus stellata</i>	YES	YES	YES	GOOD	
12	1103	27.5	POST OAK	<i>Quercus stellata</i>	YES	YES	YES	GOOD	
13	1104	27	POST OAK	<i>Quercus stellata</i>	YES	YES	YES	GOOD	
14	1497	25	PINE	<i>Pinus</i>	YES	YES	NO	FAIR	Vine overgrowth

- 1) All vines that are on the trunks of the trees shall be severed at, or near the soil to kill the vines
- 2) All limbs that may interfere with construction traffic or the eventual buildings, outside of the Tree Protection Fences (TPF) shall be pruned back so that there is no interference. Pruning is to be done according to International Society of Arboriculture best practices and the "ANSI A-300 Standards for Tree Care, part 2. Pruning". Entire limbs may be removed if it is necessary.
- 3) All small trees and vegetation shall be removed within the Tree Protection Zone (TPZ) around each tree.
- 4) The TPZ shall be protected with a semi-permanent metallic fence.
- 5) No intrusion will be allowed within the TPZ with the express permission of the job superintendent with consultation from the designated certified arborist.
- 6) The protection fencing shall remain in place through the entire project, including final landscaping.
- 7) A tree growth regulator (Paclobutrazol) shall be applied to each tree as a soil drench as soon as possible, but before any construction activity starts. The goal for this is to promote development of the absorbing root system.
- 8) The TPZ shall to be covered with a 3" layer of shredded hardwood mulch. This is to be replenished annually.
- 9) No grading or fill of any kind will be allowed within the TPZ.
- 10) No trenching is to be done within the TPZ.
- 11) Before construction begins, the trees shall be severed from the construction activity by cleanly severing roots over 1" diameter at the edge of the TPZ on the sides effected by construction. The cuts shall be made with a sharp saw and at a 90-degree angle to the lateral axis of the root.
- 12) Semi-annual fertilization is recommended for each tree. The fertilization should provide 1# of nitrogen per 1000 sq.ft. of root zone area, with 50 water insoluble. The fertilizer should also contain humic acids as a buffer.
- 13) At the end of the project, the trees shall be pruned to eliminate interference with driveways, parking areas, and sidewalks and are to be pruned to a height that exceeds the town of Flower Mound tree clearance ordinance. Pruning shall be done per the specifications in #2 above.

OWNER/DEVELOPER
JERRY FRAZIER
EMBREE ASSET GROUP, INC.
124 McMAKIN RD.
BARTONVILLE, TX 76226

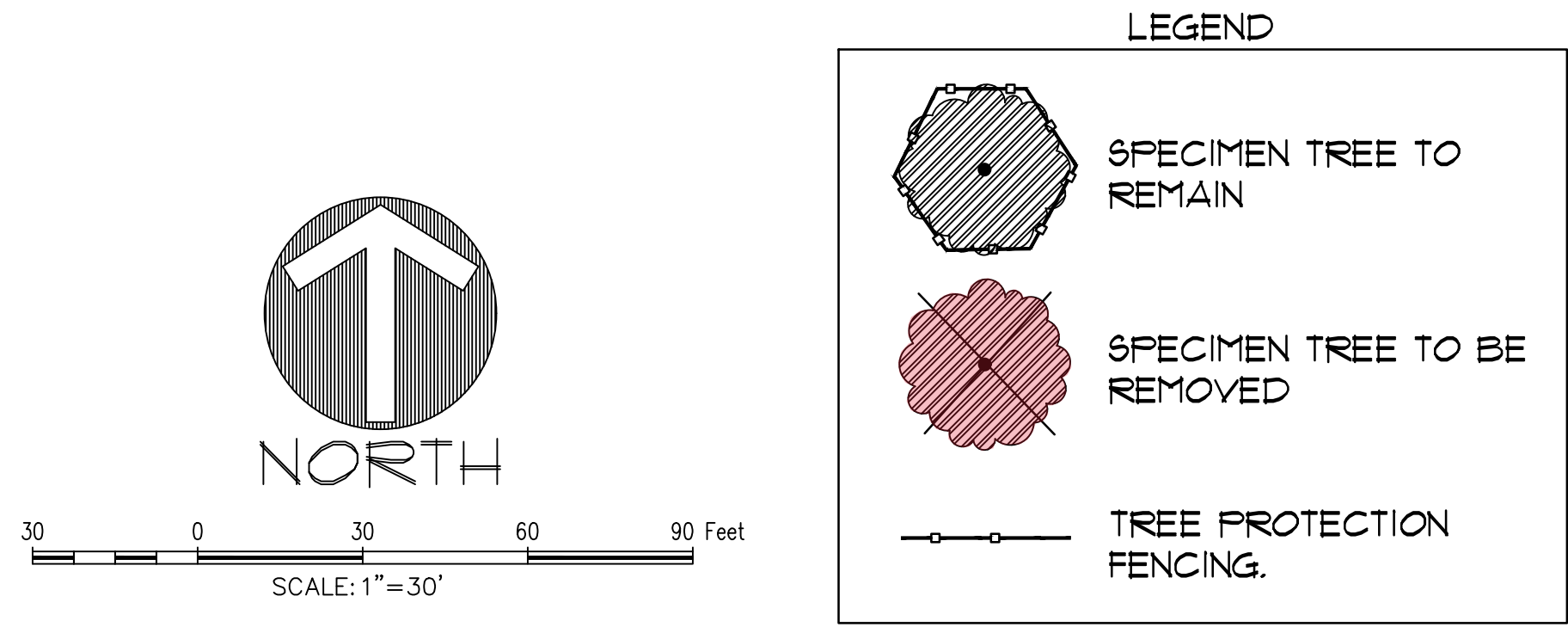
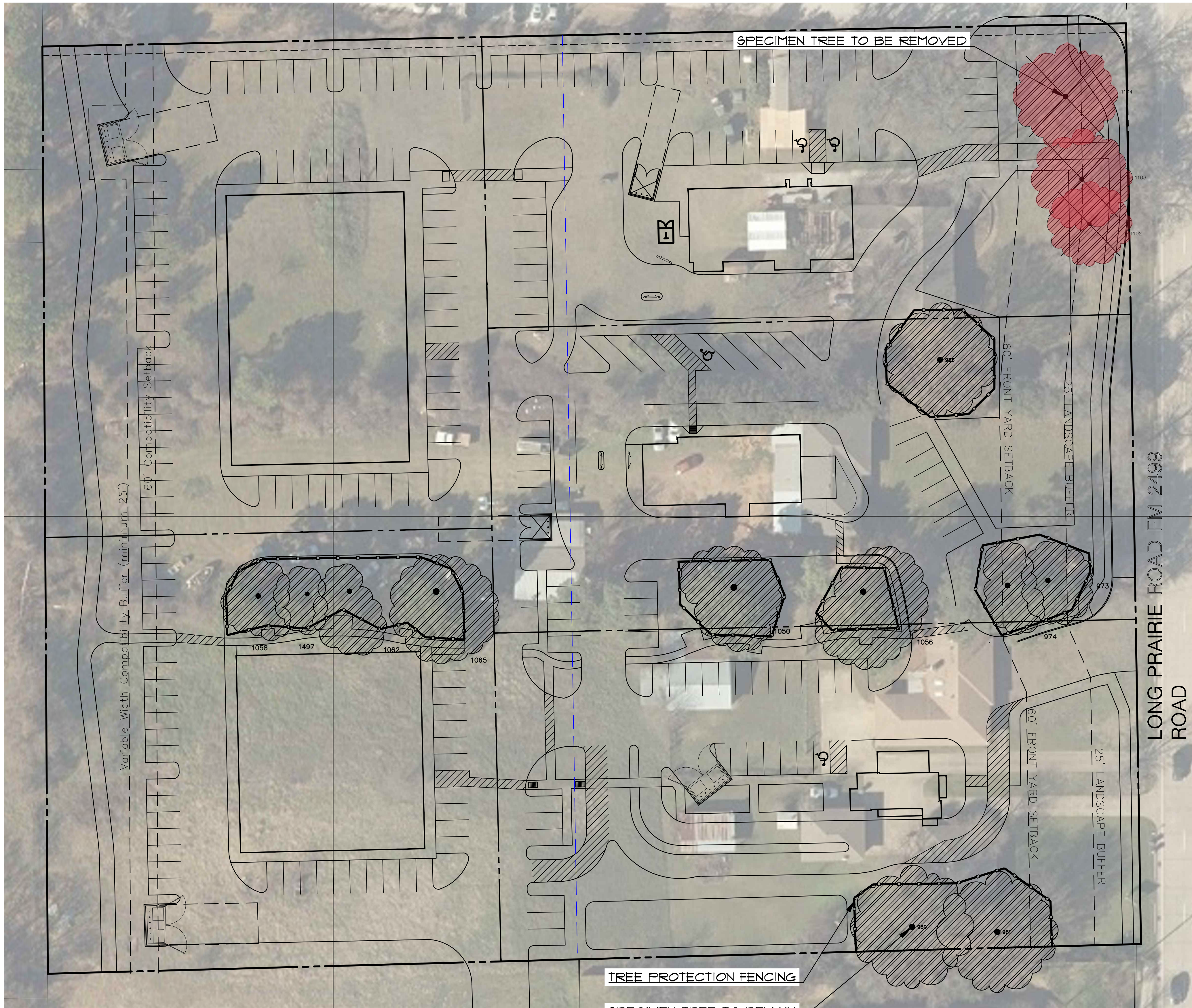
SPECIMEN TREE SURVEY

Drawn By: MR
Date: 06/23/2021
Scale: 1"=30'
Revisions:
08/31/2021
09/03/2021
09/24/2021
12/21/2021
03/11/2022
03/18/2022
04/06/2022
04/29/2022

2020310385

L1.0

File: M:\Projects\2020\202010385\Site Production\Planning and L.A. Layout\Planning\202010385 SITE PLAN.dwg
DATE: 4/29/2022 8:42 AM by: J. Frazier
PLOT DATE: 4/29/2022 8:42 AM by: J. Frazier



TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
 - 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airaug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified

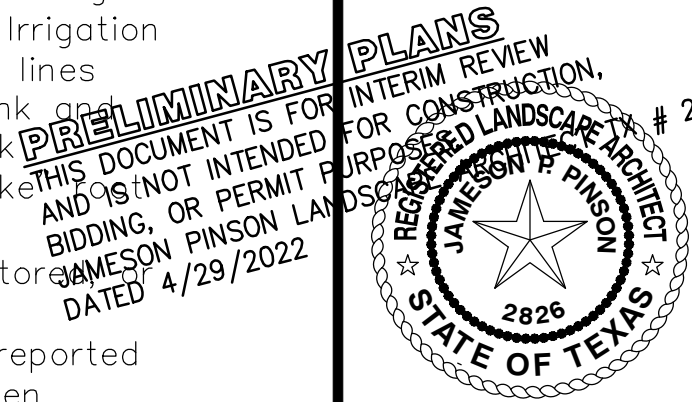
OWNER/DEVELOPER
JERRY FRAZIER
EMBREE ASSET GROUP, INC.
124 McMakin Rd.
BARTONVILLE, TX 76226

The John R. McAdams
Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Levelland, TX 79637
972.438.9712
201 County View Drive
Reno, NV 89502
940.240.1012
TPE: 19102 TPELA: 10194440
www.mcadamsco.com



EMBREE 2499
Lot VALUE, Block VALUE
EMBREE 2499
Value Acres
in the
J. WIZWELL SURVEY, ABSTRACT NO. 1346, TR 45
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SPECIMEN TREE SURVEY



Drawn By: MR
Date: 06/23/2021
Scale: 1"=30'
Revisions:
09/03/2021
09/24/2021
12/21/2021
03/11/2022
03/18/2022
04/08/2022
04/28/2022

2020310385

L1.1

EMBREE 2499



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: June 20, 2022

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD21-0019 – Sethi Property) from Agricultural District uses to Planned Development District No. 191 (PD-191) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located North of Waketon Road and east of Timber Way. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its June 13, 2022 meeting.)**



SUMMARY DATA:

- Size – 3.99 acres
- Proposed Zoning – PD for Single-Family District-15 uses (minimum lot size of 15,000 square feet)
- Proposed Lots – 7 Buildable Lots
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – Driveway Spacing and Street Connections
- Incentives – N/A

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. The Town received written opposition from the property owner to the east of the subject property. Since this individual owns more than 20 percent of the total land area within 200 feet of the boundary of the subject property, a favorable vote of three-fourths of the Town Council is required to approve this application.

ATTACHMENTS:

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

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

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

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 3.99 ACRES OF LAND SITUATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-191 (PD-191) WITH SF-15 SINGLE FAMILY DISTRICT-15 USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 3.99 acres of land situated in the Edwin March Survey, Abstract No. 834, Denton County, Texas, have filed an application to change the zoning from A Agricultural District uses to Planned Development District-191 (PD-191) with SF-15 Single Family District-15 uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on June 13, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on June 20, 2022, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health,

safety, and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a Planned Development District as shown below:

Approximately 3.99 acres of land situated in the Edwin March Survey, Abstract No. 834, Denton County, Texas, and more fully described in Exhibit "A" attached hereto.

Planned Development District-191 (PD-191) with SF-15 Single Family District-15 uses.

SECTION 2

The Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan of the proposed Planned Development District No. 191 (PD-191), attached hereto as Exhibits "B," "C," and "D" each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan for this Planned Development District No. 191 (PD-191).

SECTION 3

The official Zoning Map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 191 (PD-191), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Exhibits "B," "C," and "D" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF JUNE, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Legal Description for Zoning
2600 Waketon
Town of Flower Mound
Denton County, Texas

METES AND BOUNDS
3.997 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the Edwin Marsh Survey, Abstract Number 834, Denton County, Texas, being a certain tract of land, described by deed to Manesh Sethi & Megan Pearce, recorded in Document Number 2019-69729, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Sethi tract, being the southeast corner of a certain called 0.799 acre right-of-way dedication to the Town of Flower Mound, recorded in Document Number 2020-12059, Deed Records, Denton County, Texas, and being in the north line of Waketon Road;

THENCE N 00°29'35" W, with the west line of said Sethi tract, and the east line of said 0.799 acre right-of-way dedication, passing the northeast corner thereof, same being the southeast corner of Lot 1, Block B, Whyburn Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2020-187, Plat Records, Denton County, Texas, continuing a total distance of 537.00 feet to the northwest corner of said Sethi tract, being in the east line of said Lot 1, Block B, and being the southwest corner of Lot 9, Block B, Windridge Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Cabinet E, Page 74, Plat Records, Denton County, Texas;

THENCE N 89°44'51" E, with the north line of said Sethi tract, and the south line of said Lot 9, Block B, passing the southeast corner thereof, same being the southwest corner of Windridge Lane, according to said plat of Windridge Addition, passing the southeast corner thereof, same being the southwest corner of Lot 8, Block A, of said Windridge Addition, continuing a total distance of 324.26 feet to the northeast corner of said Sethi tract, being in the south line of said Lot 8, Block A, and being the northwest corner of Lot 1, Block A, Weber Addition, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2000-12267, Plat Records, Denton County, Texas;

THENCE S 00°29'35" E, with the east line of said Sethi tract, same being the west line of said Lot 1, Block A, passing the southwest corner thereof, same being the northwest corner of a 30-foot right-of-way dedication, according to said plat of Weber Addition, continuing a total distance of 537.00 feet to the southwest corner thereof, same being the southeast corner of said Sethi tract, and being in the north line of Waketon Road;

THENCE S 89°44'51" W, with the south line of said Sethi tract, and the north line of Waketon Road, a distance of 324.26 feet to the **POINT OF BEGINNING** and containing approximately 3.997 acres of land.

Exhibit B

DEVELOPMENT STANDARDS Planned Development District No. 191 (PD-191)

THE SETHI PROPERTY

The Development depicted in Exhibit “C” shall be in accordance with the Town of Flower Mound’s Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

A. Single-Family District-15 (SF-15) uses:

Development of PD-191 designated on Exhibit “C,” the Concept Plan for The Sethi Property, comprising approximately 3.99 acres, shall be in compliance with all regulations applicable to Single-Family District-15 (SF-15) uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **Permitted Uses:** The following uses shall be permitted within PD-191, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended.
 - a. Accessory use, general, subject to section 98-972;
 - b. Day care, home;
 - c. Dwelling, single-family detached;
 - d. Garage Sale, subject to section 98-982;
 - e. Home occupation, subject to section 98-984;
 - f. Model home;
 - g. Sales trailer, temporary, subject to section 98-993; and
 - h. Swimming pool, private.
2. **Specific Uses:** No uses requiring a Specific Use Permit shall be permitted within PD-191.
3. **Temporary Uses:** Only the following temporary uses may be permitted within PD-191 subject to approval of a Temporary Use Permit in accordance with the procedures and standards of section 78-87 of the Code, “Temporary Use Permits”:
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974; and
 - b. Field office, temporary.

B. Minimum and Maximum Dimensions

The dimensional regulations listed for Single Family District-15 (SF-15) in the Town’s Zoning Ordinance shall be required for this Planned Development.

C. Residential Lot Requirements

The following requirements shall apply to the residential lots within PD-191.

1. There shall be a maximum of seven (7) SF-15 residential lots.

D. Access

Vehicular access is prohibited to the north of the subject property.

E. Exceptions

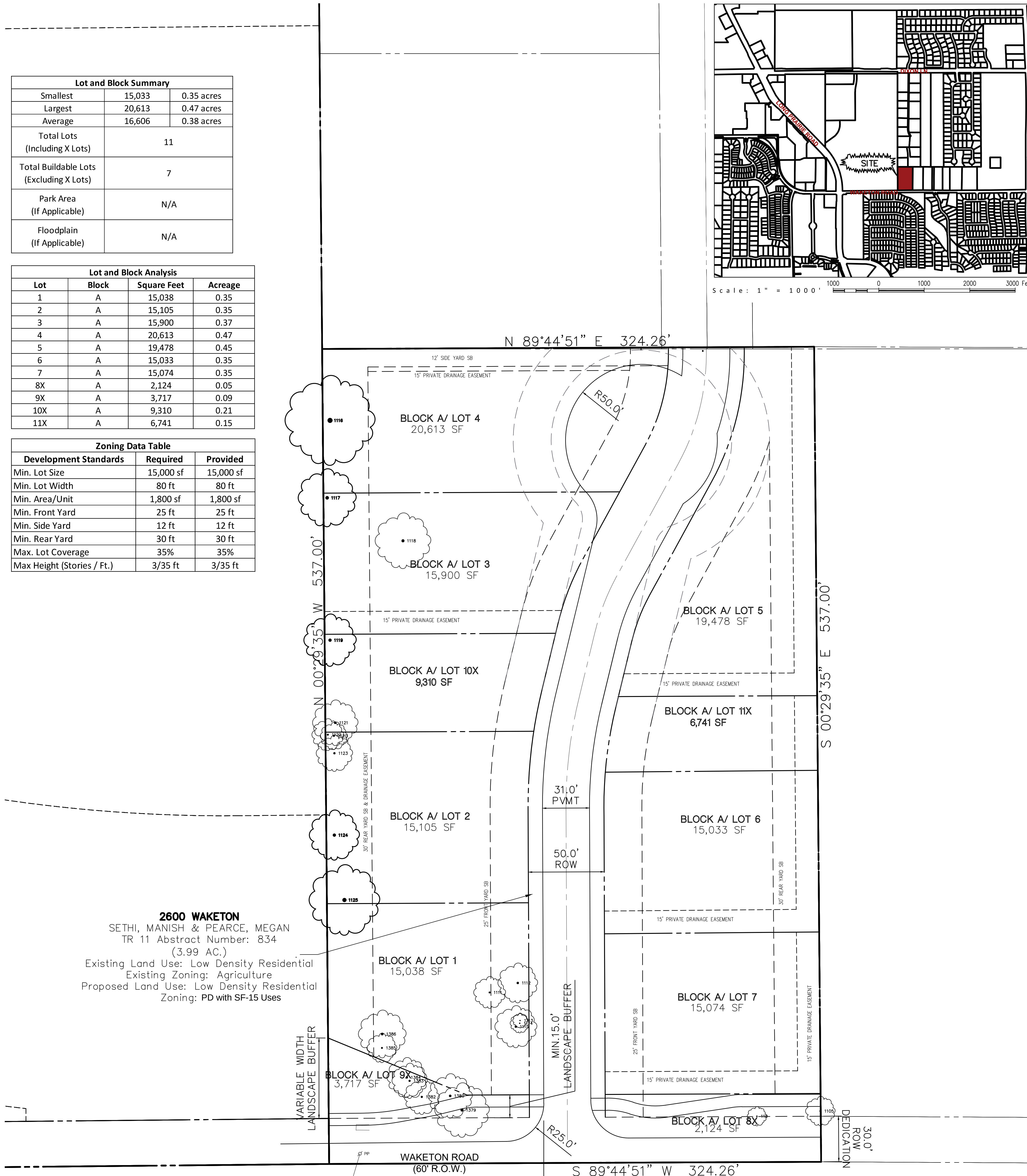
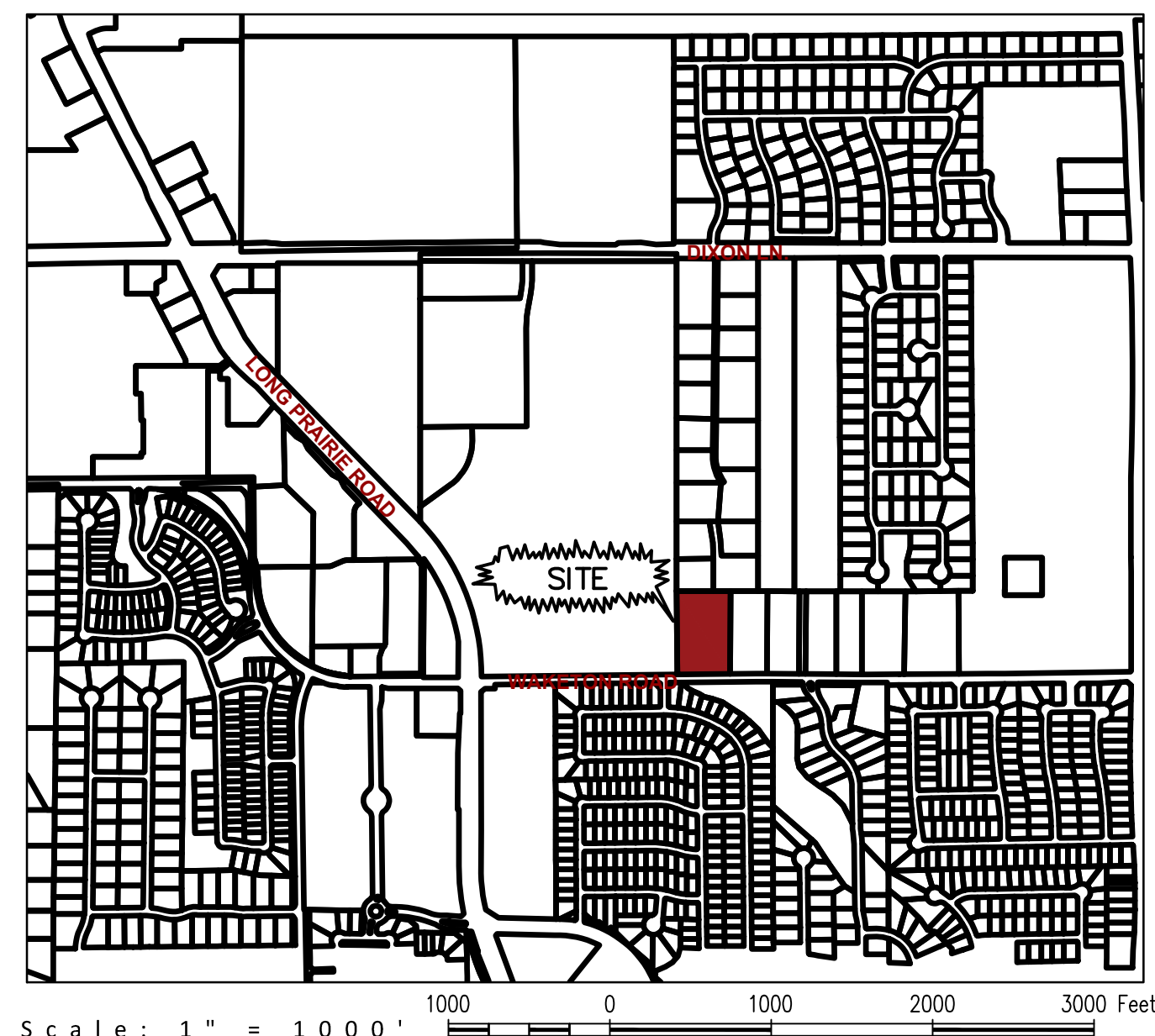
The following exceptions shall be granted with the approval of Planned Development District-191 (PD-191).

1. Driveway Spacing exception to allow the proposed driveway along Waketon Road to be located less than the required 250' from Timberway Drive as shown on Exhibit "C".
2. An exception to Sec. 90-305, "Street connections," of the Town Code is granted to permit the developer to comply with paragraph D, "Access," of these Development Standards to prohibit the connection of the street from the proposed subdivision to an existing right-of-way within Windridge Estates to the north of the subject property.

Lot and Block Summary		
Smallest	15,033	0.35 acres
Largest	20,613	0.47 acres
Average	16,606	0.38 acres
Total Lots (Including X Lots)	11	
Total Buildable Lots (Excluding X Lots)	7	
Park Area (If Applicable)	N/A	
Floodplain (If Applicable)	N/A	

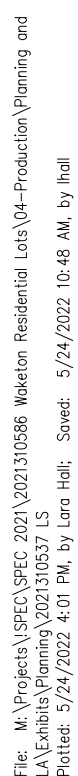
Lot and Block Analysis			
Lot	Block	Square Feet	Acreage
1	A	15,038	0.35
2	A	15,105	0.35
3	A	15,900	0.37
4	A	20,613	0.47
5	A	19,478	0.45
6	A	15,033	0.35
7	A	15,074	0.35
8X	A	2,124	0.05
9X	A	3,717	0.09
10X	A	9,310	0.21
11X	A	6,741	0.15

Zoning Data Table		
Development Standards	Required	Provided
Min. Lot Size	15,000 sf	15,000 sf
Min. Lot Width	80 ft	80 ft
Min. Area/Unit	1,800 sf	1,800 sf
Min. Front Yard	25 ft	25 ft
Min. Side Yard	12 ft	12 ft
Min. Rear Yard	30 ft	30 ft
Max. Lot Coverage	35%	35%
Max Height (Stories / Ft.)	3/35 ft	3/35 ft



MASTER PLAN FEATURES	
Land Use Plan	Low Density Residential
Urban Design Plan	Long Prairie District
Parks and Trails	North side Waketon Rd. Proposed Multi-Use General
Open Space Plan	N/A
Thoroughfare Plan	Waketon Road 60' R.O.W
Water Plan	Water service district is Waketon EST, line size is 8", location is East R.O.W.
Wastewater Plan	Wastewater service district is Long Prairie, size is 8", location is West R.O.W.

Contact: Manish Sethi
Email: Manish@ManishSethi.com
Phone: (214)986-7660
Address: 620 Inglenook Ct. Coppell, TX 75019



EXISTING SPECIMEN TREE

EXISTING PROTECTED TREE

(RO) RED OAK
Quercus shumardii

BERMUDA SOD

6' MASONRY SCREENING WALL

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Waketon Residential			
STREET BUFFER LANDSCAPING			
		REQUIRED BUFFER WIDTH	PROVIDED
Waketon Road		15 ft.	variable width minimum 15'
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	Waketon Road - 324 L.F.	11 trees (3" cal.)	5 existing trees (7) 3" cal. trees



1. Plant material shall all be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
2. All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
3. Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.
4. Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.
5. A visibility triangle must be provided at all intersections. Shrubs are not to exceed 30 inches in height. Trees shall have a minimum clear trunk height of 9 feet.
6. The owner, tenant, and/or their agents, if any, shall be jointly and severally shall be responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
7. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Flower Mound.
8. Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.
9. Please refer to all landscape and irrigation specifications.
10. All landscape beds and turf areas to be separated with edging.
11. All landscape beds to be 6" below finished floor.
12. All hydromulch or sod areas to be brought to +/- 1/4" by site grading contractor. Landscape contractor to bring all areas to final grade and remove all clod, rocks or debris >1" in diameter.
13. All landscape to be 100% irrigated. All Irrigation within Drip lines of existing trees to be hand dug, and line to be installed in a radial fashion toward the trunk.
14. Please note that the permeable areas under the drip line of specimen and protected trees should be left at natural grade. No cutting or filling are to occur in these areas.
15. All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the Town of Flower Mound. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

DEVELOPER
Mr. Manish Sethi
620 Inglenook Ct.
Coppell, TX 75019
Ph. (214)-986-7660
Contact: Mr. Manish Sethi



McADAMS

CONCEPT LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
AND IS NOT INTENDED
BIDDING, OR PERMIT
RON STEWART LANDS
DATED 5/24/2022

INTERIM REVIEW
FOR CONSTRUCTION,
PURPOSED LANDSCAPE
APPLICANT
RON A. STEWART
791
STATE OF TEXAS

2021310586

L2.0



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: June 20, 2022

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit (TRP22-0005) for three (3) specimen trees on property proposed for development as Sethi Property. The property is generally located north of Waketon Road and east of Timber Way. (The Environmental Conservation Commission recommended approval for specimen trees #1107 and #1387A and denial of specimen tree #1388 by a vote of 4-0-0 at its June 7, 2022, meeting).**

BACKGROUND INFORMATION: The Sethi Property development is generally located north of Waketon Road and east of Timber Way. The site is currently zoned for Agricultural (A) uses and master planned for low density residential. The applicant is requesting to rezone the site to Planned Development District No. 191 (PD-191) with Single Family-15 (SF-15) uses. According to the tree survey for the project, the site contains eight (8) specimen trees. The applicant is requesting to remove three (3) of the specimen trees. The specimen trees proposed for removal are in good condition and located within the proposed buildable area.

The following is a list of the three (3) specimen trees being requested for removal:

Tree #1107 – 19” cedar elm; Tree #1387A – 26” pecan; and Tree #1388 – 36” green ash.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 162” of replacement trees, equaling 54 three-inch caliper trees, will be required for the three (3) specimen trees being requested for removal on this site. In addition, protected trees removed will also require replacement at a tree-for-tree rate. The developer is proposing to preserve existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its June 7, 2022, meeting. The ECC recommended approval for specimen trees #s 1107 and 1387A and denial of specimen tree #1388. The ECC meeting can be viewed at: <https://flowermoundtx.swagit.com/play/06082022-736>

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Photographs of specimen trees
4. Tree Survey

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

May 9, 2022

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
Environmental Services Division
2121 Cross Timbers Road
Flower Mound, Texas 75028

Reference: Tree Removal Permit Application
Tract 11, Abstract 834
3.99 Acres
2600 Waketon Road
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert,

On behalf of the developer on the aforementioned property, we are requesting that (3) specimen trees (as outlined in the attached specimen tree survey), as defined in the TOFM Tree Preservation Code, be removed. The trees are being requested to be removed due to site conditions and staff request, which thereby mean the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	8 trees
Total specimen trees to be removed	3 trees

Due to preexisting conditions, Town of Flower Mound Engineering Standards, Code requirements, and Environmental Staff requests the specimen trees are not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

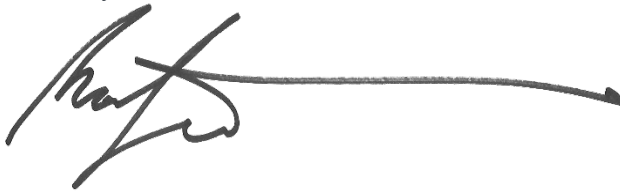
The following are the specimen trees we are requesting to be removed:

- | | |
|----------------|---------------|
| 1. Tree #1107 | 19" Cedar Elm |
| 2. Tree #1387A | 26" Pecan |
| 3. Tree #1388 | 36" Green Ash |

These trees are being removed due to site constraints and staff request.

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Stewart', followed by a long horizontal line extending to the right.

Ron Stewart RLA
Landscape Architect, TX #791



Town of Flower Mound Environmental Services
 Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
 Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Ron Stewart

Address:

111 Hillside Drive, Lewisville, TX 75057

Phone:

469-312-0391

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s): Manish Sethi

Address: 620 Inglenook Court

Coppell, Texas 75019

3. Location and Legal Description of Property:

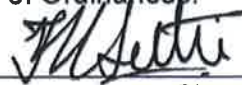
Tract 11, Abstract 834

3.99 Acres

Page 2 of 3.

4. Owner's Authorization of Representation

I, MANISH SETHI, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



Signature of Owner



Given Under My Hand and Seal of Office
This the 2nd Day of February, 2022

Elena Lucia Parker
Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I
Ron Stewart, do hereby swear or affirm that all of the information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.



Signature of Applicant

Landscape Architect License No. 791State of Licensure Texas

Or ISA Certified Arborist No. _____

Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 2nd Day of February, 2022

Elena Lucia Parker
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 2/03/2022 by
(initials) JRH.

Sethi Property -
Specimen trees proposed for removal

Tree #1107– 19" cedar elm

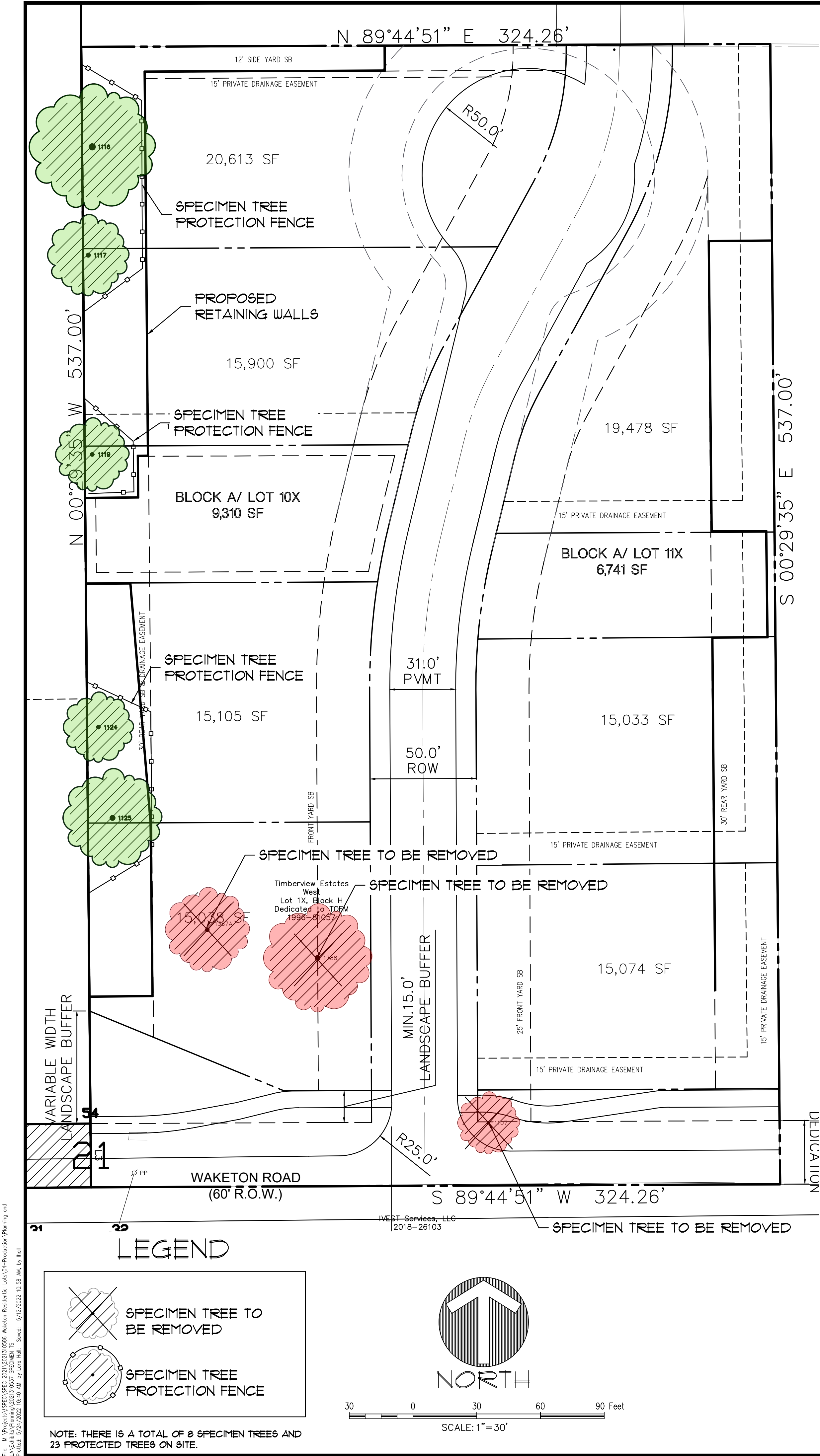


Tree #1387A – 26" pecan



Tree #1388 – 36" green ash





LIST #	TAG #	CAL "	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVE	REMARKS	RESIDENTIAL LOT	HEALTH
1	1107	19	CEDAR ELM	Ulmus crassifolia	YES	YES	YES	R.O.W.		Good
2	1116	39	POST OAK	Quercus stellata	YES	YES	NO	Vine overgrowth	YES	Good
3	1117	25	POST OAK	Quercus stellata	YES	YES	NO		YES	Good
4	1119	23	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		YES	Fair
5	1124	22	CEDAR ELM	Ulmus crassifolia	YES	YES	NO		YES	Good
6	1125	30	CEDAR ELM	Quercus stellata	YES	YES	NO	Multitrunk; measured 2' above grade	YES	Good
7	1387A	26	PECAN	Carya illinoensis	YES	YES	YES		YES	Good
8	1388	36	GREEN ASH	Faxinus pennsylvania	YES	YES	YES		YES	Good

TOTAL MITIGATION FOR THE (3) REMOVED SPECIMEN TREES IS 162 INCHES.

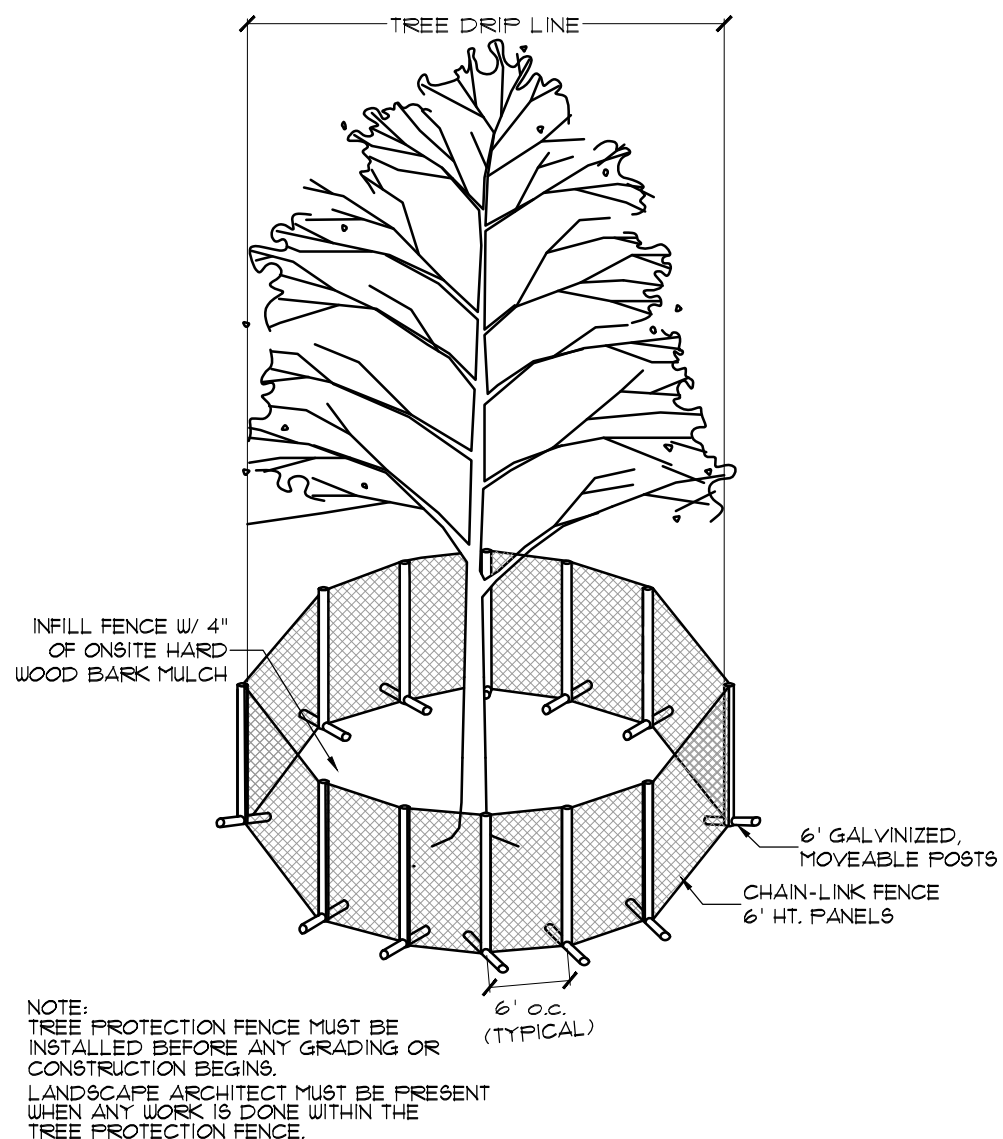
162 / 3 = 54 MITIGATION DEBITS

54 X \$600 = \$32,400 IN MITIGATION FEES

FINAL DEBITS/CREDITS TO BE CALCULATED WITH THE RECORD PLAT

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken, Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



1. SPECIMEN TREE PROTECTION FENCING
1/4"=1'

DEVELOPER
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MCADAMS

2600 WAKETON
SETHI PROPERTY
TRACT 11, ABSTRACT 834
3.99 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SPECIMEN TREE SURVEY

REGISTERED LANDSCAPE ARCHITECT
ROY A. STEWART
STATE OF TEXAS
5/24/2022

Drawn By: LH
Date: 12/06/2021
Scale: 1"=30'
Revisions:
02/01/2022

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L1.01

Town Council Future Agenda Items



SCHEDULED	7/18/2022	Consent	Consider Approval of the purchase of traffic analytics detection systems and other traffic related parts, in the estimated annual amount of \$500,000.00, from AM Signal, through the Purchasing Cooperative of America contract.
		Consent	City Works Migration and Implementation Services
		Consent	Consider approval of the purchase of unleaded and diesel fuels for Town Fleet Vehicles through OMNIA Cooperative Contract Number 53316 managed/ assigned to the City of Fort Worth, in the estimated annual amount of \$963,000.
		Consent	Oak Street Lift Station & Force Main - Testing Award
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 20, 2022.
		Presentation	Proclamation and Presentation of Hometown Hero Jon Kraatz
		Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA21-0010 - Parks and Trails Plan) by removing and replacing Section 5.0, "Parks and Trails Plan," and adopting the 2022 Trails and Bikeways Master Plan. (The Parks Board recommended approval/denial by a vote of 0 to 0 at its June 2, 2022, meeting.) (The Transportation Commission recommended approval/denial by a vote of 0 to 0 at its June 14, 2022, meeting.) (PZ recommended approval/denial by a vote of 0 to 0 at its June 27, 2022, meeting.)
	8/8/2022	Consent	Placeholder: Call Election for reauthorization of Crime, Fire, Streets tax.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 22, 2022, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 22, 2022, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 19, 2022, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider accepting the submission of the notice of a no-new-revenue tax rate of \$_____ per \$100 assessed valuation and a voter-approval tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

SCHEDULED	8/8/2022	Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and scheduling August 22, 2022, public hearing on the budget, scheduling September 19, 2022, public hearing on the tax rate, and scheduling the September 19, 2022, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider approval of an ordinance establishing the 2022 certified appraisal roll.
		Consent	Lopo Road Reconstruction - Construction Award
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
		Regular	Rippy Road - Construction Award
	8/18/2022	Consent	Hold a discussion and provide direction regarding the FY 2022-2023 Proposed Budget, including Community Support funding.
	8/22/2022	Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023.
		Consent	Timber Creek Road @ College Parkway Intersection - Construction Award
	9/13/2022	Regular	Placeholder: Board & Commission Interviews/Appointments (1 of 2)
	9/15/2022	Regular	Placeholder: Board & Commission Interviews/Appointments (2 of 2)
	9/19/2022	Consent	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._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2022.
		Consent	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.

SCHEDULED	9/19/2022	Consent	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.
		Consent	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.
		Consent	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Regular	High Road Water Line Phase II - Construction Award
	10/3/2022	Consent	Morriss Road Water Line Phase III - Construction Award
	10/17/2022	Consent	Morriss Road Water Line Phase III - Testing Award