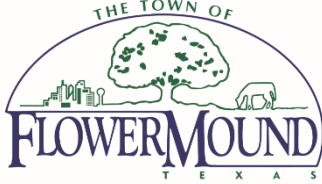


Town Council Regular Meeting



April 17, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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.

AGENDA

A. CALL 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. PRESENTATION(S)

1. Texas Fire Chiefs Association special recognition to Flower Mound Fire Department.
2. Junior Leadership Flower Mound

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 \(PDF\)](#).

- 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

1. Capital Improvement Projects

2. Economic Development Projects
3. Organizational Updates
4. Legislative Updates

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. May 1 - Regular meeting
2. May 16 (Tuesday) - Regular meeting

J. CONSENT ITEM(S)

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

1. Minutes 3/30 & 4/3 - Consider approval of the minutes from the 3/30 work session and 4/3 regular meeting.

K. REGULAR ITEM(S)

1. Oakbridge Crossing Development Agreement - Consider approval of a Development Agreement with Toll Southwest LLC., for park land dedication and construction of park improvements, and for construction of Aberdeen Drive with associated utility improvements for the Oakbridge Crossing residential development; for \$1,304,619.38 and authorization for the Mayor to execute same on behalf of the Town.
2. ZPD22-0006 - Oncor Dunham Substation - Public Hearing to consider an ordinance amending the zoning (ZPD22-0006 – Oncor Dunham Substation) from Interim Holding (IH) uses to Planned Development District No. 195 (PD-195) with Single Family Estate (SF-E) uses, with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Dunham Road and east of Haynes Road. (PZ recommended approval by a vote of 6 to 0 at its March 27, 2023, meeting.)
3. Certificates of Obligation, Series 2023 - Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2023, in the principal amount not to exceed \$7,895,000, for the purpose of paying for waterworks and sewer system improvements.

L. BOARDS/COMMISSIONS

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

1. Consultation with Town Attorney.
 - a. Oncor transmission line, switch, and substation projects.
2. 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.
3. 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.
4. 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) #1, TIRZ #2, PID, MMD, and MUD.

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

P. FUTURE ITEMS

1. Future agenda items

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: April 13, 2023, at 5:30 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 accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

Town Council Regular Meeting



April 3, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Michael Canterbury (Special Guest - Mayor for the Day)

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
Matt Hotelling, Senior Engineering Transportation Manager
Dale Crown, Senior Project Engineer

B. INVOCATION

Chaplain Richard Plunk gave the 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."

Mayor France led the pledges.

D. PRESENTATION(S)

1. Proclamation and presentation of Hometown Hero banner to Mason Lewis.
Mayor France recited the Proclamation and presented it to Tonya Harris (Mason Lewis mother).
2. Child Abuse Prevention Proclamation

- Mayor France recited the Proclamation and presented it to Carrell Simmons, CASA of Denton County.
3. Mental Health Awareness Month in Denton County Proclamation
Mayor France recited the Proclamation and presented it to Mary Worthington.
 4. Recognition of the Flower Mound Citizens Academy - Class of 2023
Ms. Scott gave a presentation identifying or noting:
 - Program overview
 - Background information
 - Thanks to facilitators and contributors
 - Class pledge and photo

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 \(PDF\)](#).

- 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

	Speaker name and address	Subject (as written on the form)
1.	Scott Spear, 4130 Buckthorn Ct, Flower Mound	4 way stop sign

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Councilmember Schiestel reported on a visit he had with the Young Men's Service League about local government operations and civic engagement.

Councilmember Engel offered congratulations to the Flower Mound Citizen's Academy graduates.

Deputy Mayor Pro Tem Martin reported on the Town's participation in Denton County Days in Austin. Mayor Pro Tem Sharma encouraged residents to be engaged in the Texas legislative process.

Mayor France provided information about the May 6 election. He also expressed thanks to the Chamber for the golf tournament event.

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
Mr. Childers announced that Lexin Murphy has been promoted to the position of Director of Development Services.
4. Legislative Update
Mr. Childers provided an update on a few bills being circulated in Austin. Councilmember Engel asked for an update on HB 2127. Mayor France asked for the financial impact as it relates to HB 2464.

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding that a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).
There were no future agenda item request.

I. COORDINATION OF CALENDARS

1. The next regular meeting is April 17.
Mayor France asked if everyone plans on attending that meeting.
Councilmember Schiestel indicated he has jury duty on that date and will contact staff if it runs long.

J. CONSENT ITEM(S)

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

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve consent items J. 1 - 5 as presented in the agenda caption. Councilmember Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. 3/20 Minutes - Consider approval of the minutes from the 3/20 regular meeting.
2. Alternate Judge Reappointment - Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2023, through April 18, 2025.

ORDINANCE NO. 12-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. Royal Oaks Water Line Replacement Phase I - Testing Award - Consider approval of a Professional Services Agreement with Arias & Associates, Inc., to provide construction materials engineering and testing, for the Royal Oaks Water Line Replacement Phase I project, in the amount of \$15,825.00; and authorization for the Mayor to execute same on behalf of the Town.
4. CDBG-CV Amendment - Children's Advocacy Center - Consider approval of an amendment to a Service Agreement with Children's Advocacy Center for North Texas, increasing their funding by an amount not-to-exceed \$25,000.00 in Community Development Block Grant-CV funds to provide services to Flower Mound residents impacted by domestic violence; and authorization for the Mayor to execute same on behalf of the Town.
5. Denton County Hazard Mitigation Plan - Consider approval of a resolution authorizing adoption of the Denton County Hazard Mitigation Action Plan, and authorization for the Mayor to execute same on behalf of the Town.

RESOLUTION NO. 06-23

A RESOLUTION OF THE TOWN OF FLOWER MOUND ADOPTING THE DENTON COUNTY HAZARD MITIGATION ACTION PLAN, APRIL 2023.

K. REGULAR ITEM(S)

1. Timber Creek WL Ph. 1 Garden Homes - Construction Award - Consider approval of a Construction Agreement with A & B Construction, LLC, for the Timber Creek Water Line Phase I (Garden Homes) project, in the amount of \$1,393,317.00; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Crown gave a presentation identifying or noting:

- Background information and project details
- Bid results
- Project schedule

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve item K.1. as presented in the agenda caption.
Councilmember Brian Taylor seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

2. MU23-0002 - Lakeside DFW MU-TEN Balcony Railing Amendment - Public Hearing to consider an ordinance for rezoning (MU23-0002 – Lakeside DFW MU-TEN Balcony Railing Amendment) to amend Mixed Use District-1 (MU-1) to amend the Architecture and Building Standards, specifically Section 7.4 Upper Stories, to change balcony railing standards for the MU-TEN subzone in the Lakeside Village Development Code. The property is generally located south of Edgemere Road and west of Lakeside Parkway. (PZ recommended approval by a vote of 6 to 0 at its March 27, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Modification request
- Elevations

and she, or the applicant, Kyle Cooper (Realty Capital), responded to questions or comments from Council regarding:

- railing ledge width and height (safety concerns due to falling objects)
- what is the benefit of the railing change
- if the balcony location is residential

Mayor France opened the public hearing at 6:56 p.m. No one spoke. Mayor France closed the public hearing at 6:56 p.m.

Council Discussion

There was Council discussion regarding safety concerns associated with items being placed on the railing.

ORDINANCE NO. 11-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 09-18, WHICH AMENDED MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT; BY AMENDING EXHIBIT “B” TO MODIFY DEVELOPMENT STANDARDS RELATED TO SECTION 7, “ARCHITECTURAL AND BUILDING STANDARDS,” AS APPLICABLE TO MICROZONES MZ1, MZ4, AND MZ5 WITHIN SUBZONE MU-TEN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A

SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Councilmember Brian Taylor moved to approve item K.2. as presented in the agenda caption. Councilmember Jim Engel seconded the motion.

AYES: Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: Ann Martin

ABSTAIN: None

RESULT: 4 : 1

3. ZPD22-0004 - Embree 2499 - Public Hearing to consider an ordinance for rezoning (ZPD22-0004– Embree 2499) to amend Planned Development District No. 186 (PD-186) with Retail-2 District (R-2) and Office District (O) uses, to modify the conceptual plans and elevations, and 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 recommended approval by a vote of 6 to 0 at its March 27, 2023, meeting)

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Dry pond
- Elevations
- Site photos
- Concept plan

and she responded to questions regarding:

- design changes that would be needed for future occupants

Ashton Miller, McAdams

Mr. Miller gave a presentation identifying or noting:

- elevations
- exceptions

and he, or Scott McMinis, McAdams, responded to questions or comments from Council regarding:

- timing (for construction starting)
- driveway connection
- neighborhood input
- purpose for dry pond versus wet pond
- What is the plan for the wet pond

Mayor France opened the public hearing at 7:11 p.m. No one spoke. Mayor France closed the public hearing at 7:11 p.m.

Council Discussion

There was Council discussion regarding:

- appreciation for saving the trees
- wet pond versus dry pond
- challenges that the property presents
- will be great to have a Whataburger and Slim Chickens will do well
- appreciation for the consistent look

ORDINANCE NO. 10-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 33-22, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 186 (PD-186) ON APPROXIMATELY 6.81 ACRES OF LAND SITUATED IN THE J. WIZWELL SURVEY, ABSTRACT NO. 1346, BY MODIFYING DEVELOPMENT STANDARDS BY REPLACING THE CONCEPT PLAN AND CONCEPT LANDSCAPE PLAN, AND BY ADDING CONCEPTUAL ELEVATIONS FOR FAST FOOD RESTAURANTS; 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.

ACTION:	Mayor Pro Tem Sandeep Sharma moved to approve item K.3. as presented in the agenda caption. Councilmember Jim Engel seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

4. MPA23-0001 - Western Flower Mound Thoroughfare Plan - Public Hearing to consider a request for a Master Plan Amendment (MPA23-0001 – Western Flower Mound Thoroughfare Plan) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Various Roadways bounded by Denton Creek Boulevard on the west to the unnamed Greenway Rural Arterial on the east. (PZ recommended approval by a vote of 6 to 0 at its March 27, 2023, meeting; Transportation Commission recommended approval by a vote of 6 to 0 at its December 13, 2022, meeting).

Mr. Hotelling gave a presentation identifying or noting:

- Location of request
- UPRR West
- Proposed developments
- US 377 widening
- Furst Ranch
- Approved conceptual street plan
- Existing thoroughfare plan
- Changes to thoroughfare plan
- Proposed thoroughfare plan

and he responded to questions or comments from Council regarding:

- bike lane
- roundabouts
- approved concept street plan

Mayor France opened the public hearing at 7:22 p.m.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	None	None	Heidi Schultz Berns, 6612 Dolan Falls Dr, Flower Mound

Mayor France closed the public hearing at 7:24 p.m.

ORDINANCE NO. 09-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, BY AMENDING SECTION 7.0, "THOROUGHFARE PLAN", BY CHANGING THE DESIGNATION OF VARIOUS EXISTING THOROUGHFARE PLAN STREETS EAST OF DENTON CREEK BOULEVARD AND WEST OF HIGH ROAD AS DEPICTED IN EXHIBIT A; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve item K.4. as presented in the agenda caption. Councilmember Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

L. BOARDS/COMMISSIONS

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

No action taken.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 7:27 p.m. on April 3, 2023, 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.

1. Consultation with Town Attorney.

a. Oncor transmission line, switch, and substation projects

2. 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.

ACTION: Councilmember Brian Taylor moved to purchase property at 6801 Canyon Falls Drive as a future site for Fire Station 6, and to negotiate for the purchase of the property for the amount discussed in closed session; and authorization of the Town Manager, or his designee, to close on the property, to pay all costs associated with said closing in addition to the purchase price of the property, and to execute all necessary documents at closing on behalf of the Town. Mayor Pro Tem Sandeep Sharma seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. 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.

4. 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) #1, TIRZ #2, PID, MMD, and MUD.

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 reconvened into an open meeting at 8:09 p.m. on April 3, 2023, to take action on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 8:11 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



March 30, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

The Town Council met in a work session 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
James W. Childers, Town Manager
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Kay Wilkinson, Director of Budget Services
Clay Riggs, Director of Public Works

B. INVOCATION

Jason Hillier, Flower Mound Campus Pastor, Valley Creek Church, gave the 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."

Mayor France led the pledges.

D. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item. 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 \(PDF\)](#).

- 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

No one spoke.

E. WORK SESSION ITEM

1. Hold a discussion and provide direction regarding FY 2023-2024 budget priorities.

Mr. Childers provided background information. Ms. Wilkinson introduced the following speakers.

Don Spencer, Chief Appraiser, Denton County Central Appraisal District

Mr. Spencer gave a presentation identifying or noting:

- progress & plans
- property Tax System
- filing a protest
- moving forward

and he responded to questions from Council regarding:

- staffing level
- homestead cap clarification
- reappraisal annually
- training for the appraisal review board
- ag exemption standards
- housing appraisal numbers based on the real estate market

Michelle French, Tax Appraiser, Denton County

Ms. French gave a presentation identifying or noting:

- principles of taxation
- process for preparing tax statements, including timing

Matt Weatherly, Public Sector Personnel Consultants

Mr. Weatherly gave a presentation identifying or noting:

- Project scope
- Classification and titling
- Salary survey notes
- Salary survey highlights - civilian; police and fire
- Additional survey notes - illustration
- Pay plan updating

and he, or Mr. Childers, responded to questions or comments from council regarding:

- percentile classifications
- if benefits beyond compensation were taken into consideration
- if the TMRS benefit pension plan was taken into consideration
- how Flower Mound compares in public works jobs
- if there are specific job positions that were way over or under
- how current is the data in the presentation
- is the corporate sector market impacting Flower Mound
- current total payroll for the Town
- next steps and approach options, including a long-term plan

Chris Ekrut, NewGen Strategies & Solutions

Mr. Ekrut gave a presentation identifying or noting:

- Importance of local officials in utility management
- Current rate structure (water/wastewater)
- Residential sewer averaging
- Utility rate requirements
- Fixed costs vs. variable costs
- Usage projections
- Normalized year projections
- Historical bills; including summer average
- Historical bills by expense category
- CPI Comparison
- Forecast
- Incremental revenue generation from rate increases
- DWU & Upper Trinity
- TRA increases since last study
- Residential regional bill comparison

and he, or Mr. Riggs, responded to questions or comments from Council regarding:

- water purchase cost (what we are subscribed to versus purchasing)
- usage and demand rates
- things the town can do to reduce the rate impact
- when will the Town revisit the Town's water subscription
- when was the last peak in water use

Mr. Childers outlined next steps, including priority items, and he responded to questions or comments from Council regarding:

- possibility of funding the class and comp change this fiscal year

There was Council discussion regarding budget priority items such as:

- moving forward in technology, including the ability to make reservations online for parks programs
- attract and retain quality staff
- necessities of police, fire, and public works (including using the fund balance)
- traffic, including the possible expansion of adaptive signalling
- quality of life - tennis center or the addition of tennis and pickleball courts around town if the bond election doesn't pass
- interest in revisiting items that didn't make the budget last year
- any must have items need to get addressed
- interest in paying down debt
- interest in getting the tax rate down
- possible land acquisition in preparation for future parks and fire station needs

F. ADJOURN

Mayor France adjourned the meeting at 9:10 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: April 17, 2023
FROM: Robert Pegg, Assistant Director of Engineering
ITEM: **Consider approval of a Development Agreement with Toll Southwest LLC., for park land dedication and construction of park improvements, and for construction of Aberdeen Drive with associated utility improvements for the Oakbridge Crossing residential development; for \$1,304,619.38 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Toll Southwest LLC. Is currently developing the 76-acre, 127-lot Oakbridge Crossing residential subdivision in the Town of Flower Mound. As part of the overall Oakbridge Crossing development Toll's plans include the dedication of a 2-acre public park to the Town, construction of park improvements, and construction of roadway and utility improvements on Aberdeen Drive to provide a 4-lane divided road section from FM 2499 to Spinks Road. These improvements are identified on the Town's Master Plans and the developer is, therefore, entitled to reimbursement for their costs that exceed their impact fee requirements. This agreement allows for the Town to reimburse Toll Southwest LLC for the Town's share of the costs associated with these infrastructure improvements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$1,304,619.38

Proposed Expenditure/(Revenue)

\$836,000.00
\$125,000.00
\$275,000.00
\$68,619.38

Account Number(s):

550-117-20070-6160
378-588-20070-6160
531-220-20070-6160
505-220-20070-6160

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the (contract, agreement, ordinance, resolution, etc.) as to form and legality.

ATTACHMENTS:

1. Development Agreement
2. 1295 (Internal Only)

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

DEVELOPMENT AGREEMENT FOR OAKBRIDGE CROSSING

THIS DEVELOPMENT AGREEMENT FOR OAKBRIDGE CROSSING ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the Town of Flower Mound, Texas (the "Town"), and Toll Southwest LLC, a Delaware limited liability company ("Developer"). The Town and Developer are each referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, Developer proposes to develop roughly one-hundred and twenty-seven (127) single-family dwelling units and related infrastructure improvements (the "Project") on property encompassing approximately 76.020 acres in Flower Mound, Texas, generally located north of Spinks Road and east of Long Prairie Road, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Town Council approved a development plan for the Project (DP21-0008 – Oakbridge Crossing) on May 2, 2022; and

WHEREAS, said development plan contains a 2.009-acre public park to be dedicated via special warranty deed to the Town; and

WHEREAS, in accordance with the Park Regulations (defined herein), Developer is required to dedicate to Town 3.36 acres of park space per 100 dwelling units within the Project, pay fees in lieu of dedication, or a combination thereof; and

WHEREAS, at the August 5, 2021, Parks Board meeting, Developer agreed to dedicate park land, pay a fee in lieu for the remaining park dedication requirements, and pay park development fees in the amount of \$176,276, each as further detailed herein; and

WHEREAS, Developer has agreed to coordinate with Town on the construction of Park Improvements (defined herein) on Lot 1X, Block C, Oakbridge Crossing Phase II as generally detailed on **Exhibit B** attached hereto and incorporated herein; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project, including without limitation the Project's park land dedication requirements, Developer's completion of and/or funding of certain capital improvements described herein and/or impact fee credits related thereto, all as more specifically described herein; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. Project Subject to Town Ordinances. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances related to the Project (subject to state law), and shall be subject to said ordinances, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. Park Dedication and Fee in Lieu. In full satisfaction of Developer's obligations under The Flower Mound Code of Ordinances, Subpart B – "Land Development Regulations," Chapter 90 – "Subdivisions," Article VI – "Standards," Division 8 – "Parks and Recreational Areas," as amended ("Park Regulations") to dedicate park land and/or make a payment of cash in lieu of park land dedication, Developer shall: (A) dedicate to the Town 2.009 acres of land (the "Park") in the location generally shaded and labeled as "City Park Land Dedication" on **Exhibit D** attached hereto and incorporated herein by reference for all purposes (including any Park Improvements (defined herein) constructed or installed by or on behalf of Developer pursuant to Section 5 herein) (the "Park Dedication"); and, (B) pay a remaining park land dedication fee to the Town of \$441,100.98¹ (to be accepted in lieu of the otherwise required park land dedication under the Park Regulations), subject to credits or reimbursement pursuant to Section 6 of this Agreement ("Fee In Lieu"). The Park Dedication and the Fee In Lieu shall be the only park land dedication and/or fee in lieu of park land required by the Town for development of the Project and shall fully satisfy Developer's park land dedication requirements (or fee in lieu) under the Park Regulations. The Park Dedication shall be provided to the Town via separate instrument. Subject to credits or reimbursement pursuant to Section 6 herein, the Fee In Lieu shall be paid by Developer to the Town prior to acceptance by the Town of public improvements, as applicable, for each phase of development for the number of lots being recorded by final plat of the Property in the Denton County real property records.

3. Park Development Fees. The parties agree that the total park development fees to be assessed for the Property and the Project under Section 90-446 of the Park Regulations is \$176,276.00 (\$1,388.00 per unit) ("Park Development Fee"). Developer shall be eligible for credits and/or reimbursement for the Park Development Fee and the Fee In Lieu as described in Section 6 herein. Subject to credits or reimbursement pursuant to Section 6 herein, the Park Development Fee shall be paid by Developer to the Town prior to acceptance by the Town of public improvements, as applicable, for each

¹ The Fee In Lieu is calculated based on the Property's fair market value per acre of \$195,333.00 and the Project containing 127 single-family dwelling units. The total fee for the 127 dwelling units would be \$833,525.00. The Developer is providing a park land dedication of 2.009 acres, which offsets \$392,424.02. Therefore, the remaining park land dedication fee is \$441,100.98.

phase of development for the number of lots being recorded by final plat of the Property in the Denton County real property records.

4. Park Maintenance. A mandatory homeowners association (the "HOA") shall be established for the Property. Developer shall record covenants, conditions and restrictions encumbering the Property (the "HOA Covenants"), which shall require that the HOA shall be responsible to perpetually maintain the Park as described in this section. Such maintenance shall be limited to mowing, trimming, tree care, trash removal, landscape irrigation equipment (not including the water for irrigation, which will be provided by the Town), irrigation equipment repairs due to failure or vandalism or routine maintenance repairs, and related maintenance issues (the "Park Maintenance"). Further, the HOA Covenants shall require that the contractor retained by the HOA to perform such Park Maintenance provides the Town with a certificate of insurance evidencing such contractor's maintenance of: (A) general commercial liability insurance with at least \$500,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate for personal injury, bodily injury, and property damage, (B) workers compensation and employer's liability coverage consistent with statutory benefits outlined in the Texas Workers' Compensation Act and Texas Labor Code, and (C) automobile liability not less than \$500,000.00 combined single limit; and naming the Town as an additional insured thereunder. The Town shall be responsible for future capital replacement of the equipment in the Park, and it shall remain in the Town's discretion when and if the equipment shall be replaced. The Town shall provide water for irrigation of the Park and the Park shall be metered separately from the remainder of the HOA common areas within the Property maintained by the HOA. Water impact fees for the water meter(s) supporting irrigation for the Park will be addressed by the Town's process for supporting irrigation on Town property and will not be assessed to the Developer. The final plat and/or separate instrument providing the Park Dedication, as applicable, shall expressly allow the Park to be maintained by the HOA as contemplated herein. In the event that the HOA does not perform or cause the Park Maintenance to be performed as described herein, the Town may perform the maintenance and invoice the Developer or its assignee, as applicable, for the reasonable cost incurred, which Developer agrees to pay within thirty (30) days of delivery of said invoice.

5. Park Improvements. Developer agrees to and shall improve the Park generally in accordance with **Exhibit B** attached hereto, which improvements include clearing, grubbing and grading the park, 10 parking spaces, a sidewalk, (4) park benches, (2) trash receptacles, (1) pet waste station, (30) large canopy trees, a park sign, turf grass, and irrigation improvements ("Park Improvements"). Such improvements shall be constructed and completed before the acceptance by the Town of public improvements, as applicable, for the final phase of development of the Project. Any future capital improvements or development of the Park will be made at the Town's discretion, and Developer shall not be required to pay for or provide any improvements other than the Park Improvements described herein. All improvements referenced herein shall be approved by the Town, including but not limited to, materials used, types of equipment, construction methods, and construction details and specifications. Developer also agrees that all such improvements shall meet or exceed current Town standards. Further, the improvements referenced in **Exhibit B** are the minimum improvements to be made by Developer and

any increased costs, cost overruns, change orders (made at the discretion of Developer) and related additional charges for such improvements that exceed the Fee In Lieu shall be borne by Developer. In no event may the Town require the design and construction of Park Improvements that have costs ("Park Improvement Costs"), or an estimate of such costs, that exceed the amount of the Fee In Lieu. Otherwise stated, in no event may the Town require the Developer to prepare plans for or construct Park Improvements that exceed \$441,100.98 in Park Improvement Costs. The parties acknowledge that the Park Development Fee is based on the Project containing 127 dwelling units and that the Park Dedication is estimated to be approximately 2.009 acres. Should the lot count change (to be other than 127 dwelling units) or the Park Dedication change (to be other than 2.009 acres), the Fee in Lieu and Park Development Fee, as applicable, shall be adjusted accordingly to reflect the accurate lot count total and/or change in dedication area, if and as applicable.

6. Park Fee Credits and Reimbursement. When Developer completes the Park Improvements, the Town agrees to provide Developer credits against the Park Development Fee and Fee In Lieu ("Park Fee Credit") or reimburse Developer from the Park Development Fee or Fee In Lieu already paid ("Park Fee Reimbursement"), as applicable, in an amount equal to the actual Park Improvements Costs for the Park Improvements, up to \$441,100.98. In order to receive the Park Fee Credit, Developer shall submit actual construction receipts for the Park Improvements to substantiate that such costs have actually been paid. In no event may the Developer require the Town to reimburse park fees above \$441,100.98.

7. Aberdeen Drive

A. In consideration for the Impact Fee Credits and Road Improvements Reimbursement Payment as defined and provided for herein, Developer agrees to construct or cause the construction of certain improvements for and along a portion of Aberdeen Drive in the general locations shown on **Exhibit D**, attached hereto and incorporated herein for all purposes, which improvements consist of: (i) the excavation, subgrade, and concrete installation for approximately 3,750 linear feet of the two southern/western through lanes of Aberdeen Drive consisting of 25 feet in width and associated 12-foot turn lanes (the "Road Improvements"); (ii) the installation of storm drain improvements (the "Drainage Improvements"); (iii) a 12-inch waterline (the "Water Improvements"); (iv) sanitary sewer adjustments or relocations (the "Wastewater Improvements"); and (v) the burial of any and all overhead utility lines that run roughly parallel to Aberdeen Drive (collectively with the Road Improvements, Drainage Improvements, Water Improvements, and Wastewater Improvements, the "Public Improvements"). Other than the Public Improvements, Developer shall not be required to construct or fund any off-site roadway, water, wastewater, or drainage facilities or improvements for development of the Property.

B. Prior to commencing construction of the Public Improvements, Developer shall submit construction plans for the Public Improvements to the Town for review and approval. Upon approval of such plans, the Town will issue Developer a notice to proceed. Upon completion of the Public Improvements, the Town will accept the Public

Improvements (which acceptance will not be unreasonably withheld, conditioned or delayed) and from and after such acceptance, the Town will own the Public Improvements and be responsible for all maintenance and operation related thereto. Developer shall cause its contractor to secure a maintenance bond in a form acceptable to the Town for a period of two (2) years from the date of the Town's acceptance of the Public Improvements.

8. Impact Fee Credit

A. The Town hereby confirms and represents that the Public Improvements are capital improvements on the Capital Improvements Plan duly adopted by the Town under Chapter 395, Texas Local Government Code, and, therefore, Developer is entitled to receive impact fee credits for the cost of the Public Improvements, including construction costs (including but not limited to all costs for labor, supplies and materials); costs for any easements; inspection fees; maintenance bonds; material testing costs; staking costs; all soft costs, including but not limited to all engineering and design costs; and all other costs as shown on **Exhibit C** (the "Public Improvement Costs"). Developer shall be entitled to and will receive roadway impact fee credits for the Road Improvements in the amount of \$386,200.65 (which represents roughly \$3,040.95 per lot in credits); water impact fee credits for the Water Improvements in the amount of \$307,740.91 (which represents roughly \$2,423.16 per lot in credits); and wastewater impact fee credits for the Wastewater Improvements in the amount of \$6,062.33 (which represents \$47.73 per lot in credits) for a total of \$700,003.90 pursuant to Chapter 42 Article II of the Flower Mound Code of Ordinances ("Impact Fee Credits") as shown on **Exhibit C**.

B. The Impact Fee Credits shall be (A) fully assignable and transferable by Developer to builders or purchasers of all or any portion of the Property without the prior consent of the Town, but upon written notice to the Town; and (B) carried forward for at least ten (10) years after issuance of the first building permit on the Property until the Impact Fee Credits are exhausted.

9. Payment for Public Improvement Costs. Developer shall receive a reimbursement of the total roadway improvement costs (as detailed on **Exhibit C**) in excess of \$386,200.65 which amount shall be approximately \$1,304,619.38 upon completion of the Road Improvements and acceptance of the Road Improvements by the Town (the "Road Improvements Reimbursement Payment") in accordance with **Exhibit C** but under no circumstances shall the Town be required to pay more than \$1,304,619.38 for the Road Improvements which is approximately twenty five percent (25%) of the estimated total cost of all infrastructure improvements required by the Project. The Town does not guarantee but agrees that the construction of the Public Improvements will not be subject to competitive bidding requirements under applicable law. The Town shall provide the Road Improvements Reimbursement Payment to Developer within thirty (30) calendar days of the Town's acceptance of the Road Improvements and the Developer's submittal of a request for reimbursement packet which shall include all final contractor pay applications and affidavit of bills paid. The amount of the Road Improvements Reimbursement Payment may not exceed the amount substantiated by all final contractor pay applications and affidavit of bills paid.

10. Indemnity. Developer agrees to indemnify, hold harmless, and defend the Town and its officers, agents, and employees from any and all third party claims, including, but not limited to, third party claims for damages, attorney's fees, court costs, third party judgments, real and personal property damage, personal injury, and death, arising out of Developer's performance of this Agreement and the HOA's (and the HOA's officers, employees and agent's) park maintenance responsibilities detailed in Section 4, above; provided that the foregoing shall not apply to any liability resulting from the gross negligence or willful misconduct of the Town, its officers, agents, or employees, and in the event of any such gross negligence or willful misconduct of the Town, its officers, agents, or employees, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. This indemnity provision shall survive the termination of this Agreement.

11. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

12. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

13. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested; via hand-delivery service that provides a return receipt showing the date of actual delivery of the same to the addressee, or a courier service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below or to such other address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

with a copy to: Taylor Olson Adkins Sralla & Elam, LLP
6000 Western Place
Suite 200
Fort Worth, Texas 76107

If to Developer: Toll Southwest LLC
c/o Toll Brothers
2555 SW Grapevine Parkway, Suite 100
Grapevine, TX 76051
Attn: Mike Boswell, Vice President, Land Development
mboswell@tollbrothers.com

with a copy to: Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attn: Laura Hoffmann
lhoffmann@winstead.com

14. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

15. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

16. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

17. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exceptions of (i) the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed, and (ii) common areas owned by the HOA or other property owners' association, as applicable (each a "Fully Improved Lot").

18. Binding Obligation; Assignment. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Except as otherwise provided herein, upon written notice to the Town, Developer may assign this Agreement, in whole or in part, including without limitation the maintenance obligations in Section 4

herein and all or part of Developer's right, title, and interest under this Agreement to any person or entity that is or will become an owner of any portion of the Property (except for the purchaser of a lot for which a record plat has been approved and on which a residence has been constructed), and the HOA (each a "Permitted Assignee"). The Town shall not be bound by any assignment of this Agreement unless and until the Town has received a fully signed copy of the assignment. Any Permitted Assignee in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "party" for the purposes of this Agreement. The Town shall not assign this Agreement. Developer will file any such assignment in the in the deed records of Denton County, Texas. Notwithstanding the foregoing, Developer may assign the Impact Fee Credits (in whole or in part) only to builders or purchasers of all or a portion of the Property. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

19. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

20. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

21. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given).

22. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions under this Agreement, subject to the Town fulfilling its commitments under this Agreement, are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution,

§212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

23. Reservation of Rights. Except for the matters expressly agreed to by the parties in this Agreement, Developer does not waive any of Developer's rights under the Town's Code of Ordinances or any state or federal law, including, but not limited to a waiver of any claim of a regulatory taking or illegal exaction or a waiver of any vested rights for the Project or any portion thereof that have already accrued or may accrue in the future under Chapter 245 of the Texas Local Government Code or any other state law.

24. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located, or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such party was delayed.

25. Estoppel. Either party shall, at any time upon reasonable request by the other party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default and the steps required to cure the same), the status of completion of any improvements, the amount of available impact fee credits or reimbursement due and/or any other obligations set forth in this Agreement.

26. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

27. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

28. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A Legal Description of the Property

Exhibit B Park Improvements

Exhibit C Public Improvements Costs & Impact Fees

Exhibit D Map depicting the approximate location of the Public Improvements
and Park Dedication

[Signatures appear on the following pages.]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
Name: Derek France
Mayor, Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

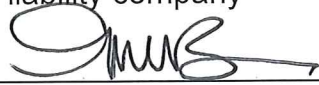
 This instrument was acknowledged before me on this the ____ day of _____, 2023 by Derek France, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

DEVELOPER:

Toll Southwest LLC,
a Delaware limited liability company

By: _____


David M. "Mike" Boswell,
Vice President of Land Development

STATE OF TEXAS

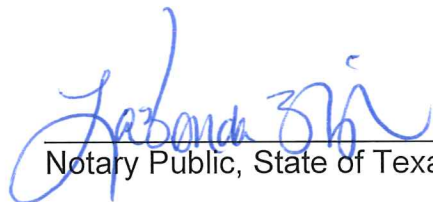
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COUNTY OF Texas

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§

This instrument was acknowledged before me on this the 29th day of March, 2023 by David M. "Mike" Boswell, Vice President of Land Development, of Toll Southwest LLC, a Delaware limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas

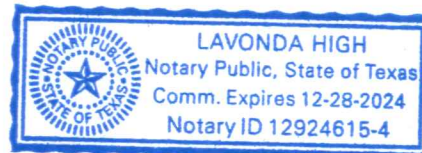


EXHIBIT A

Legal Description of the Property

TRACT 1

BEING a tract of land situated in the John White Survey, Abstract No. 1341, Denton County, Texas and being a portion of a called 86.725 acre tract of land described in a deed to Lewisville Independent School District, a Political Subdivision of the State of Texas, as recorded in Volume 5167, Page 03279 of the Real Property Records of Denton County, Texas, and conveyed to Toll Southwest LLC in a Deed Without Warranty, as recorded in Document No. 2021-222134 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northeast corner of said 86.725 acre tract, being on the northwesterly right-of-way line of Lake Forest Blvd., a 60 foot wide right-of-way, and at the beginning of a curve to the right with a radius of 610.00 feet, a central angle of 24°58'36", and a chord bearing and distance of South 39°02'08" West, 263.81 feet;

THENCE in a southwesterly direction along the northwesterly right-of-way line of said Lake Forest Blvd., and with said non-tangent curve to the right, an arc distance of 265.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 51°21'36" West, continuing along the northwesterly right-of-way line of said Lake Forest Blvd., a distance of 72.29 feet to an "X" cut in concrete set at the intersection of the northwesterly right-of-way line of said Lake Forest Blvd., with the northeasterly right-of-way line of Aberdeen Drive, a variable width right-of-way, and at the beginning of a non-tangent curve to the left with a radius of 895.00 feet, a central angle of 29°48'05", and a chord bearing and distance of North 56°26'06" West, 460.29 feet;

THENCE in a northwesterly direction, departing the northwesterly right-of-way line of said Lake Forest Blvd., and along the northeasterly right-of-way line of said Aberdeen Drive, with said non-tangent curve to the left, an arc distance of 465.52 feet to an "X" cut in concrete set for corner on the northerly line of said 86.725 acre tract;

THENCE South 89°34'54" East, along the northerly line of said 86.725 acre tract, a distance of 606.17 feet to the **POINT OF BEGINNING** and containing 1.644 acres (71,594 square feet) of land, more or less.

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

TRACT 2

BEING a tract of land situated in the John White Survey, Abstract No. 1341, Denton County, Texas and being a portion of a called 86.725 acre tract of land described in a deed to Lewisville Independent School District, a Political Subdivision of the State of Texas, as recorded in Volume 5167, Page 03279 of the Real Property Records of Denton County, Texas, and conveyed to Toll Southwest LLC in a Deed Without Warranty, as recorded in Document No. 2021-222134 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "G&A Consult" found for the northwest corner of said 86.725 acre tract, common to the southwest corner of a called 94.13 acre tract of land described in a deed to Ronnie Franklin Hilliard, as recorded in Instrument No. 2004-31036 of the Official Records of Denton County, Texas, being on the easterly right-of-way line of F.M. 2499, a variable width right-of-way;

THENCE South 16°35'24" East, along the westerly line of said 86.725 acre tract and the easterly right-of-way line of said F.M. 2499, a distance of 78.15 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears North 74°24' East, 0.6 feet;

THENCE North 76°01'17" East, continuing along the westerly line of said 86.725 acre tract and the easterly right-of-way line of said F.M. 2499, a distance of 10.19 feet to a point for corner, from which, a 1/2 inch iron rod with plastic cap stamped "S J & F" found for witness bears North 69°05' East, 0.3 feet;

THENCE South 16°33'36" East, continuing along the westerly line of said 86.725 acre tract and the easterly right-of-way line of said F.M. 2499, passing at a distance of 190.06 feet the north end of the westerly terminus of Aberdeen Drive, a variable width right-of-way, and continuing along the same course and along the westerly terminus of said Aberdeen Drive, for a total distance of 280.02 feet to an "X" cut in concrete set for the **POINT OF BEGINNING** of the herein described tract;

THENCE departing the westerly line of said 86.725 acre tract and the easterly right-of-way line of said F.M. 2499, and along the southerly and westerly right-of-way lines of said Aberdeen Drive, the following courses and distances:

North 73°17'05" East, a distance of 100.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 895.00 feet, a central angle of 17°44'25", and a chord bearing and distance of North 64°24'52" East, 276.01 feet;

In a northeasterly direction, with said tangent curve to the left, an arc distance of 277.12 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 805.00 feet, a central angle of 34°52'26", and a chord bearing and distance of North 72°58'53" East, 482.45 feet;

In a northeasterly direction, with said reverse curve to the right, an arc distance of 489.98 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°34'54" East, a distance of 693.91 feet to a 1/2 inch iron rod with plastic cap stamped "G&A Consultants" found at the beginning of a tangent curve to the right with a radius of 805.00 feet, a central angle of 89°16'51", and a chord bearing and distance of South 44°56'29" East, 1,131.27 feet;

In a southeasterly direction, with said tangent curve to the right, an arc distance of 1,254.39 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears North 87°10' West, 0.3 feet;

South 00°18'03" East, a distance of 867.09 feet to an "X" cut in concrete set at the intersection of the westerly right-of-way line of said Aberdeen Drive with the northerly right-of-way line of Spinks Road, a variable width right-of-way;

THENCE North 88°59'35" West, departing the westerly right-of-way line of said Aberdeen Drive and along the northerly right-of-way line of said Spinks Road, a distance of 114.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 1,205.92 feet, a central angle of 16°43'09", and a chord bearing and distance of South 82°40'49" West, 350.65 feet, from which, a 1/2 inch iron rod with plastic cap stamped "G&A Consultants" found for witness bears North 23°37' West, 3.4 feet;

THENCE in a southwesterly direction, continuing along the northerly right-of-way line of said Spinks Road, and with said non-tangent curve to the left, an arc distance of 351.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the southerly line of aforesaid 86.725 acre tract, from which, a 1/2 inch iron rod found for witness bears North 81°08' West, 1.1 feet;

THENCE North 89°04'26" West, continuing along the northerly right of way line of said Spinks Road, along the southerly line of said 86.725 acre tract and the northerly line of Lot 1, Block A of Jerry's Express Car Wash, as recorded in Document No. 2017-253 of the Plat Records of Denton County, Texas, passing en route the northwest corner of said Lot 1, Block A on the easterly right-of-way line of aforesaid F.M. 2499, and continuing along the same course and along the easterly right-of-way line of said F.M. 2499, for a total distance of 886.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 58°21'13" West, departing the southerly line of said 86.725 acre tract and continuing along the easterly right of way line of said F.M. 2499, passing en route an ell corner of said 86.725 acre tract, and continuing along the same course and along the westerly line of said 86.725 acre tract, a distance of 258.30 feet a point at the beginning of a tangent curve to the right with a radius of 1,372.39 feet, a central angle of 41°42'44", and a chord bearing and distance of North 37°29'51" West, 977.20 feet, from which a 1/2 inch iron rod with plastic cap stamped "S J & F" bears North 64°14' West, 0.8 feet;

THENCE continuing along the easterly right of way line of said F.M. 2499 and the westerly line of said 86.725 acre tract, the following courses and distances:

In an northwesterly direction, with said tangent curve to the right, an arc distance of 999.12 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 16°38'29" West, a distance of 500.37 feet to an "X" cut set for corner;

North 73°30'19" East, a distance of 9.70 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 16°33'36" West, a distance of 19.89 feet to the **POINT OF BEGINNING** and containing 74.376 acres (3,239,825 square feet) of land, more or less.

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

EXHIBIT B

Park Improvements

(see attached)

EXHIBIT C

Public Improvement Costs & Impact Fees

(see attached)

Oakbridge Crossing
Development Agreement Costs

Kimley»Horn

OPINION OF PROBABLE COST

DEVELOPER:	Toll Brothers Inc.	LOTS: 127	DATE: 9/29/2022
CITY:	Flower Mound, Texas	LF STREET: 14130	CREATED BY: JCR
JOB NUMBER:	068625019	NET ACRES: 74.4	CHECKED BY: JCR
		GROSS ACRES: 74.4	

EXCAVATION				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
UNCLASSIFIED EXCAVATION	CY	5665	\$2.90	\$16,428.50
CLEARING AND GRUBBING	AC	3.3	\$3,846.15	\$12,692.30
MATERIALS TESTING	%	2%	\$29,120.80	\$582.42
PLATTING, PERMITTING, ENGINEERING, AND STAKING	%	10%	\$29,120.80	\$2,912.08
TOTAL EXCAVATION				\$32,615.29

SANITARY SEWER				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
ADJUST MANHOLE RIM TO PROPOSED GRADE	EA	2	\$2,335.26	\$4,670.52
MAINTENANCE BONDS	%	2%	\$4,670.52	\$93.41
INSPECTION FEE	%	4%	\$4,670.52	\$186.82
MATERIALS TESTING	%	2%	\$4,670.52	\$93.41
PLATTING, PERMITTING, ENGINEERING, AND STAKING	%	10%	\$4,670.52	\$467.05
TOTAL SANITARY SEWER				\$5,511.21

WATER				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
12" P.V.C. WATER	LF	1783	\$89.79	\$160,095.57
12" GATE VALVE	EA	7	\$4,002.58	\$28,018.06
12"x12" TAPPING SLEEVE	EA	1	\$9,254.73	\$9,254.73
FIRE HYDRANT ASSEMBLY	EA	2	\$7,048.16	\$14,096.32
18" P.V.C. ENCASEMENT	LF	72	\$259.69	\$18,697.68
REMOVE PLUG AND CONNECT TO EXISTING	EA	1	\$1,898.11	\$1,898.11
TESTING	LF	1783	\$2.53	\$4,510.99
TRENCH SAFETY	LF	1783	\$0.29	\$517.07
MAINTENANCE BONDS	%	2%	\$237,088.53	\$4,741.77
INSPECTION FEE	%	4%	\$237,088.53	\$9,483.54
MATERIALS TESTING	%	2%	\$237,088.53	\$4,741.77
PLATTING, PERMITTING, ENGINEERING, AND STAKING	%	10%	\$237,088.53	\$23,708.85
TOTAL WATER				\$279,764.47

Oakbridge Crossing
Development Agreement Costs

Kimley»Horn

OPINION OF PROBABLE COST

DEVELOPER:	Toll Brothers Inc.	LOTS: 127	DATE: 9/29/2022
CITY:	Flower Mound, Texas	LF STREET: 14130	CREATED BY: JCR
JOB NUMBER:	068625019	NET ACRES: 74.4	CHECKED BY: JCR
		GROSS ACRES: 74.4	

STORM SEWER				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
18" R.C.P. (GASKET JOINTS)	LF	543	\$90.39	\$49,081.77
36" R.C.P. (GASKET JOINTS)	LF	196	\$205.42	\$40,262.32
5'x2' R.C.B. (GASKET JOINTS)	LF	20	\$437.27	\$8,745.40
2-24" R.C.P. (GASKET JOINTS)	LF	24	\$218.80	\$5,251.20
10' RECESSED CURB INLET	EA	4	\$6,746.60	\$26,986.40
STANDARD STORM MANHOLE	EA	2	\$4,977.00	\$9,954.00
6'x6' JUNCTION BOX	EA	1	\$7,742.00	\$7,742.00
18" TXDOT SETP-PD HEADWALL	EA	1	\$2,129.05	\$2,129.05
REMOVE HEADWALL AND CONNECT TO EXISTING	EA	1	\$1,750.00	\$1,750.00
REMOVE EXISTING 36" R.C.P.	LF	35	\$35.00	\$1,225.00
REMOVE AND REPLACE EXISTING CONCRETE PVMT	SY	11	\$305.00	\$3,355.00
VIDEO INSPECTION	LF	783	\$1.66	\$1,299.78
TRENCH SAFETY	LF	783	\$0.39	\$305.37
MAINTENANCE BONDS	%	2%	\$158,087.29	\$3,161.75
INSPECTION FEE	%	4%	\$158,087.29	\$6,323.49
MATERIALS TESTING	%	2%	\$158,087.29	\$3,161.75
PLATTING, PERMITTING, ENGINEERING, AND STAKING	%	10%	\$158,087.29	\$15,808.73
TOTAL STORM SEWER				\$186,543.00

Oakbridge Crossing
Development Agreement Costs



OPINION OF PROBABLE COST

DEVELOPER:	Toll Brothers Inc.	LOTS: 127	DATE: 9/29/2022
CITY:	Flower Mound, Texas	LF STREET: 14130	CREATED BY: JCR
JOB NUMBER:	068625019	NET ACRES: 74.4	CHECKED BY: JCR
		GROSS ACRES: 74.4	

PAVING				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
8" REINFORCED CONCRETE PAVEMENT	SY	9963	\$62.40	\$621,691.20
8" THICK LIME STABILIZED SUBGRADE	SY	10665	\$4.08	\$43,513.20
HYDRATED LIME (36#/SY)	TONS	192	\$246.42	\$47,312.64
BARRIER FREE RAMP	EA	4	\$2,635.89	\$10,543.56
6' CONCRETE SIDEWALK	LF	3408	\$50.55	\$172,274.40
14' STREET LIGHT	EA	6	\$10,000.00	\$60,000.00
ABERDEEN STREET LIGHT CONDUIT	LF	2650	\$22.00	\$58,300.00
TRAFFIC SIGN R4-3	EA	2	\$390.25	\$780.50
TRAFFIC SIGN R2-1-20	EA	2	\$390.25	\$780.50
TRAFFIC SIGN R4-1	EA	2	\$390.25	\$780.50
TRAFFIC SIGN R7-1T	EA	2	\$390.25	\$780.50
SAWCUT AND REMOVE CONCRETE CURB & GUTTER	LF	1368	\$10.70	\$14,637.60
FULL DEPTH SAWCUT	LF	493	\$5.58	\$2,750.94
CONNECT TO EXISTING PAVEMENT	EA	2	\$7,495.53	\$14,991.06
REMOVE EXISTING ASPHALT PAVEMENT	SY	625	\$20.17	\$12,606.25
REMOVE EXISTING CONCRETE PAVEMENT	SY	946	\$20.50	\$19,393.00
REMOVE EXISTING TRAFFIC BUTTONS/MARKINGS/STRIPING	LF	3639	\$1.17	\$4,257.63
REMOVE MEDIAN PAVERS	SY	85	\$18.40	\$1,564.00
ABERDEEN DRIVE SIGNAGE	LS	1	\$1,500.00	\$1,500.00
ABERDEEN DRIVE STRIPING	LS	1	\$19,950.00	\$19,950.00
TRAFFIC CONTROL	LS	1	\$8,500.00	\$8,500.00
MAINTENANCE BONDS	%	2%	\$1,116,907.48	\$22,338.15
INSPECTION FEE	%	4%	\$1,116,907.48	\$44,676.30
MATERIALS TESTING	%	2%	\$1,116,907.48	\$22,338.15
PLATTING, PERMITTING, ENGINEERING, AND STAKING	%	10%	\$1,116,907.48	\$111,690.75
TOTAL PAVING				\$1,317,950.83

SUB-TOTAL: \$1,822,384.80
CONTINGENCIES: 10% \$182,238.48

TOTAL CONSTRUCTION COSTS: \$2,004,623.28

COST SHARE SUMMARY

Oakbridge Crossing
Development Agreement Costs

Kimley»Horn

OPINION OF PROBABLE COST

DEVELOPER:	Toll Brothers Inc.	LOTS: 127	DATE: 9/29/2022
CITY:	Flower Mound, Texas	LF STREET: 14130	CREATED BY: JCR
JOB NUMBER:	068625019	NET ACRES: 74.4	CHECKED BY: JCR
		GROSS ACRES: 74.4	

WATER IMPACT FEES (\$3,741 PER LOT):

\$475,107.00 TOTAL IMPACT FEES DUE
 \$307,740.91 COST OF WATER IMPROVEMENTS
 \$0.00 PORTION FUNDED BY REIMBURSEMENT
 \$307,740.91 PORTION FUNDED BY IMPACT FEE CREDITS
 \$307,740.91 WATER SUBTOTAL DUE BY TOWN

WASTEWATER IMPACT FEES (\$2,290 PER LOT):

\$290,830.00 TOTAL IMPACT FEES DUE
 \$6,062.33 COST OF WASTEWATER IMPROVEMENTS
 \$0.00 PORTION FUNDED BY REIMBURSEMENT
 \$6,062.33 PORTION FUNDED BY IMPACT FEE CREDITS
 \$6,062.33 WASTEWATER SUBTOTAL DUE BY TOWN

ROADWAY IMPACT FEES (\$3,040.95 PER LOT):

\$386,200.65 TOTAL IMPACT FEES DUE
 \$1,690,820.03 COST OF ROADWAY IMPROVEMENTS
 \$1,304,619.38 PORTION FUNDED BY REIMBURSEMENT
 \$386,200.65 PORTION FUNDED BY IMPACT FEE CREDITS
 \$1,690,820.03 ROADWAY SUBTOTAL DUE BY TOWN

 \$700,003.90 TOTAL DUE BY IMPACT FEE CREDITS
 \$1,304,619.38 TOTAL DUE BY REIMBURSEMENT
 \$2,004,623.28 GRAND TOTAL DUE BY TOWN

IMPACT FEE BALANCE SUMMARY			
IMPACT FEE TYPE	FEE PER LOT REQ. BY ORDINANCE	CREDITS PER LOT BY DA	REMAINING FEE OWED PER LOT WITH PERMIT
WATER IMPACT FEE (5/8 X 3/4 METERS)	\$ 3,741.00	\$ 2,423.16	\$ 1,317.84
WASTEWATER IMPACT FEE (5/8 X 3/4 METERS)	\$ 2,290.00	\$ 47.73	\$ 2,242.27
ROADWAY IMPACT FEE (SERVICE AREA A)	\$ 3,040.95	\$ 3,040.95	\$ -

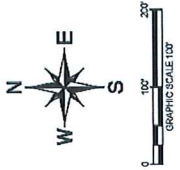
Notes:

- Quantities are based on the construction plans prepared by Kimley Horn dated June 6, 2022
- Unit prices are based on Langford & Sons's excavation bid, LH Lacy's utility bid, and LH Lacy's paving bid.
- We have two receivables from FloMo: \$1,304,619.28 in reimbursement and \$700,010.24 in impact fee credits (pre-paid impact fees for builders).
- Questions regarding this OPC should be directed to Kimley-Horn and Associates, Casey Ross, P.E., CFM (214) 387-3849.

EXHIBIT D

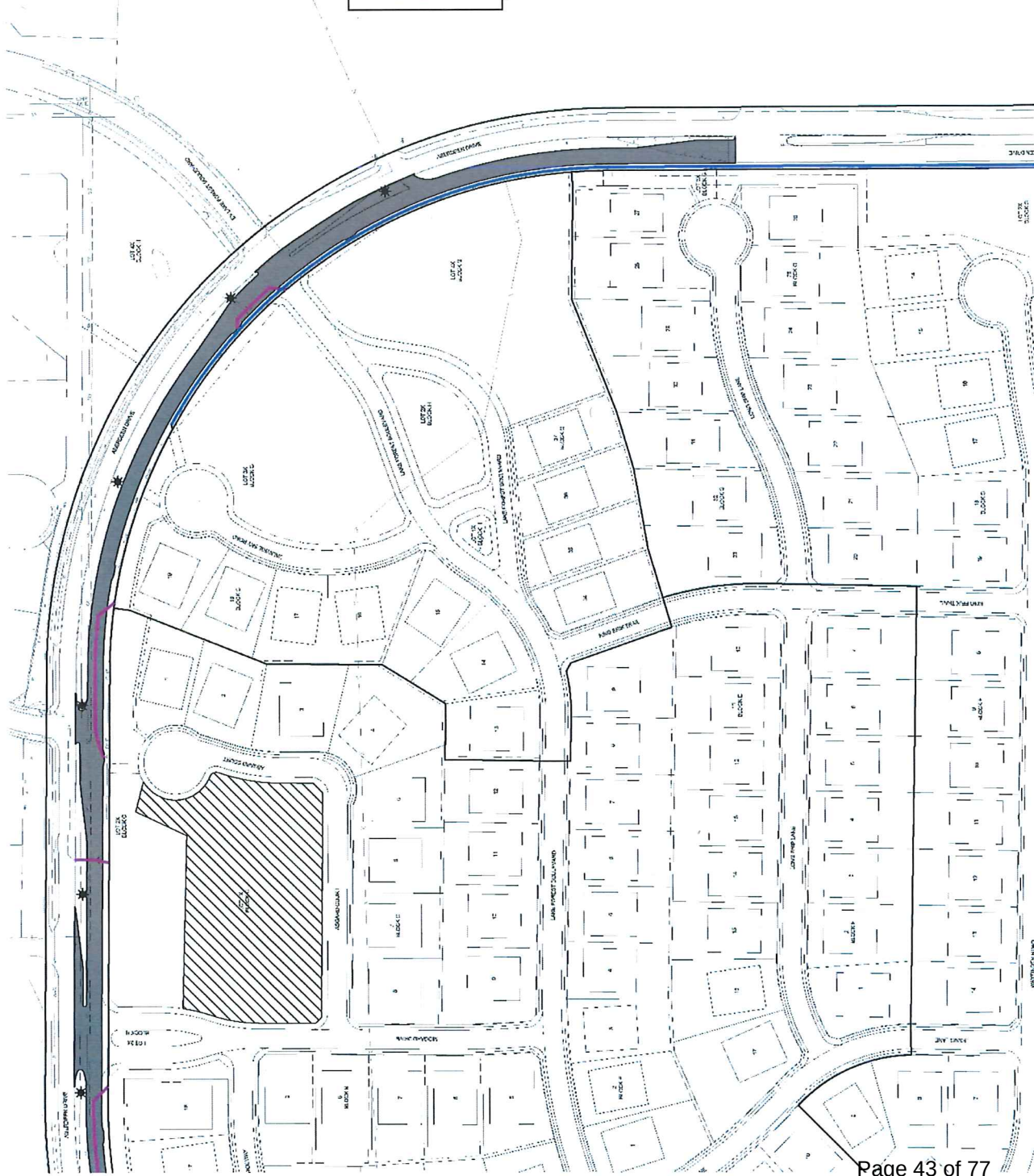
Map depicting approximate location of Public Improvements and the Park Dedication

(see attached)



LEGEND

- ABERDEEN DRIVE PAVING IMPROVEMENTS
- STORM DRAIN IMPROVEMENTS
- 12" WATERLINE IMPROVEMENTS
- STREET LIGHT
- CITY PARK LAND DEDICATION (2.009 AC.)



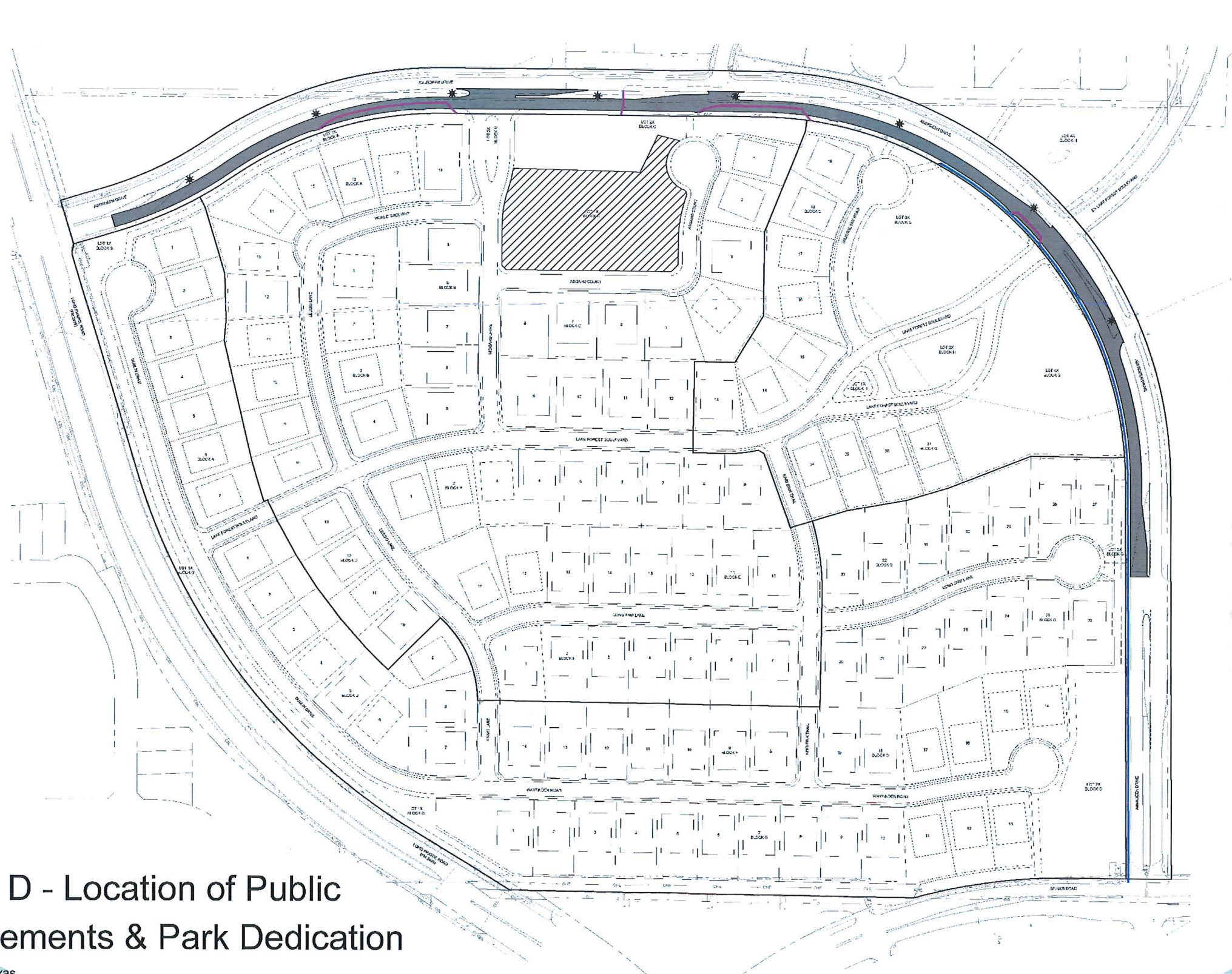


Exhibit D - Location of Public Improvements & Park Dedication

Flower Mound, Texas
September 2022

DATE: 9/14/22
DRAWN BY: J. H. H. H.
CHECKED BY: J. H. H. H.
APPROVED BY: J. H. H. H.

Kimley»Horn

6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928
KIMLEY-HORN & ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY FIRM.
KIMLEY-HORN & ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY FIRM.



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

DATE: April 17, 2023
FROM: Poornima Kashyap, Principal Planner
ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD22-0006 – Oncor Dunham Substation) from Interim Holding (IH) uses to Planned Development District No. 195 (PD-195) with Single Family Estate (SF-E) uses, with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Dunham Road and east of Haynes Road. (PZ recommended approval by a vote of 6 to 0 at its March 27, 2023, meeting.)**

BACKGROUND:

- Size – 158.8 total acres; Tract 1 is 97.19 acres and Tract 2/Oncor Station site is 61.61 acres
- Proposed Zoning – Single Family-Estate, which is in compliance with the Town's Master Plan.
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Exceptions:
 1. Landscape – An exception to not plant the required trees within the 15-foot landscape buffer along Haynes Road.
 2. Compatibility Buffer – An exception to provide a combination of an eight-foot masonry wall and a vinyl coated chain link fence between Tract 1 and Tract 2 and to not install required plantings within the 25-foot compatibility buffer.
 3. Water Impoundment Protection – An exception to impact two ponds that are in excess of one half acre in size.
- Incentives – None
- Commission deliberation – At the Planning and Zoning Commission meeting, the applicant agreed to retain a 250-foot natural buffer along the south property line to provide screening between the proposed use and existing residential properties. The updated concept plan identifying the 250-foot buffer area, where existing trees and shrubs will be preserved, was incorporated into the attached ordinance.
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its March 27, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

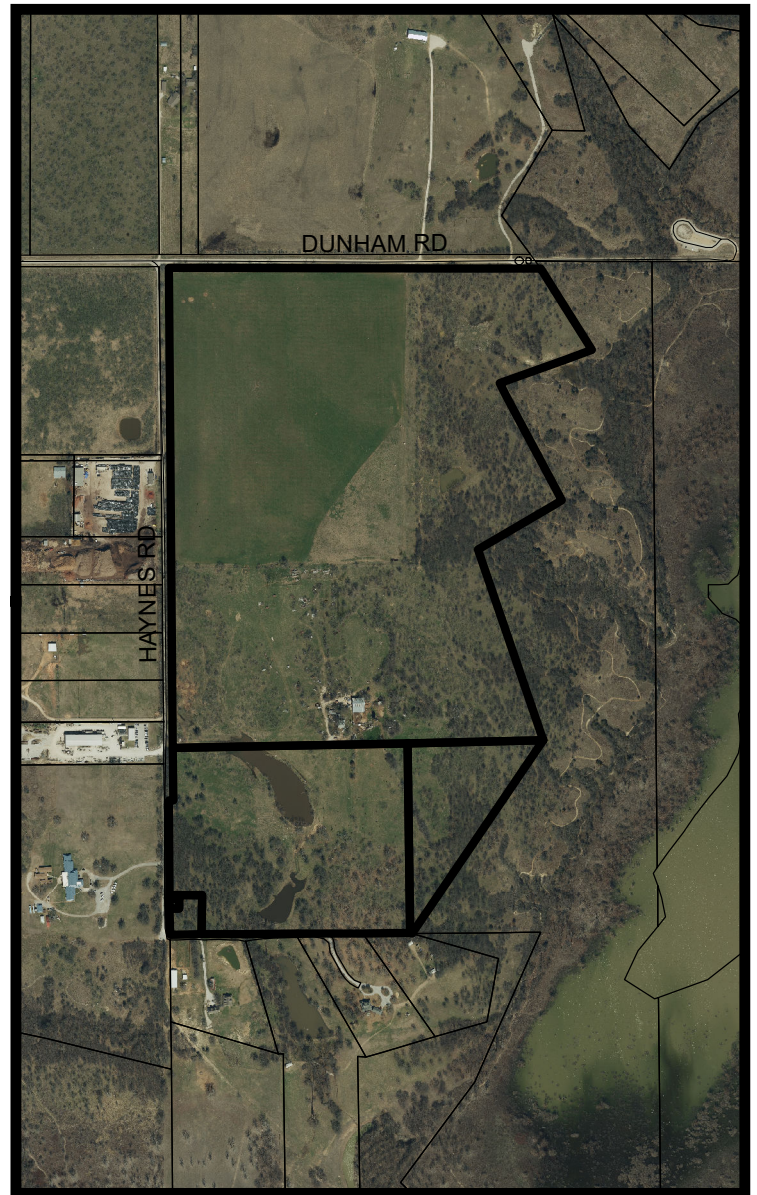
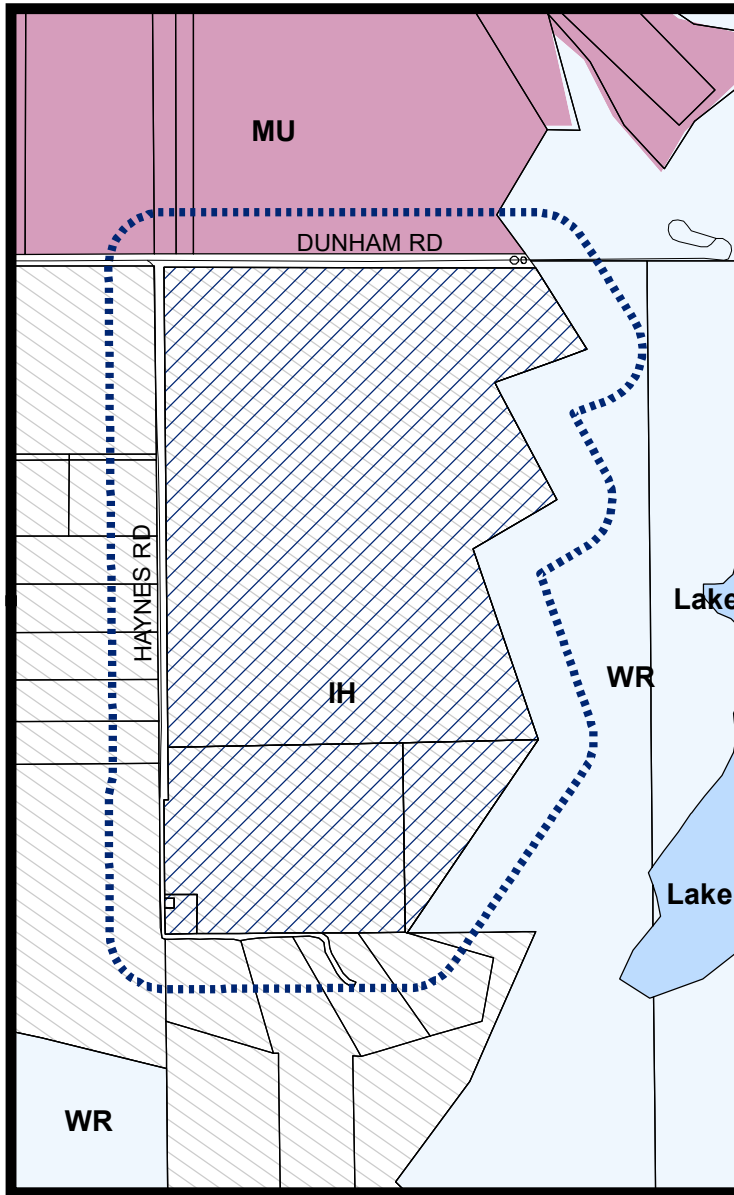
ATTACHMENTS:

1. Vicinity-Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibits

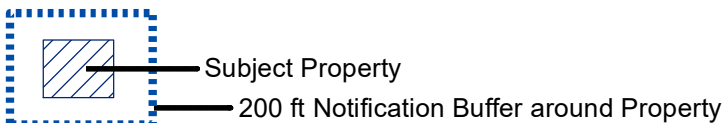
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

Reference Project: ZPD22-0006

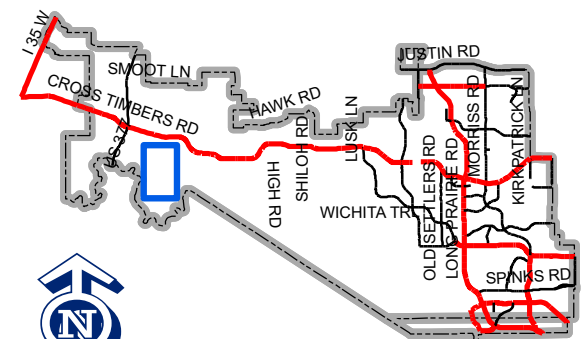


LEGEND

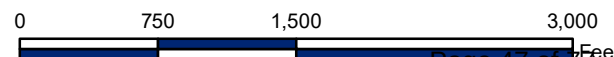


Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



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 158.80 ACRES OF LAND SITUATED IN THE RHODY KING SURVEY, ABSTRACT NO. 700, DENTON COUNTY, TEXAS, FROM IH INTERIM HOLDING USES TO PLANNED DEVELOPMENT DISTRICT-195 (PD-195) WITH SF-E SINGLE FAMILY-ESTATE 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 (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town, 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 158.80 acres of land situated in the Rhody King Survey, Abstract No. 700, Denton County, Texas, have filed an application to change the zoning from IH Interim Holding uses to Planned Development District-195 (PD-195) with SF-E Single Family-Estate uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on March 27, 2023, and the Town Council of the Town held a public hearing on April 3, 2023, 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 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 158.80 acres of land situated in the Rhody King Survey, Abstract No. 700, Denton County, Texas, and more fully described in Exhibit "A1," attached hereto.

Planned Development District-195 (PD-195) with SF-E Single Family-Estate uses on property further depicted in the zoning exhibit attached hereto as Exhibit "A2."

SECTION 2

The Development Standards, Conceptual Site Plan, and Conceptual Elevations of the proposed Planned Development District No. 195 (PD-195), 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 Elevations for this Planned Development District No. 195 (PD-195).

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. 195 (PD-195), 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.

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 17TH DAY OF
APRIL, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

METES AND BOUNDS

BEING a 97.197 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being a portion of the tract of land described in deed to Oncor Electric Delivery Co, LLC recorded in Document Number 2021-149263, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), said 97.197 acre tract of land being more particularly described as follows;

BEGINNING at a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY", on the west line of said Oncor tract, within asphalt pavement known as Haynes Road, from which a found 1/2-inch iron rod for the southwest corner of said Oncor tract, bears South 00 degrees 05 minutes 55 seconds East, a distance of 1,450.37 feet and from which a found 3-1/4 inch aluminum cap in concrete stamped "TOWN OF FLOWER MOUND" for Town of Flower Mound Benchmark #41 bears South 05 degrees 43 minutes 23 seconds, a distance of 1,070.44 feet, said POINT OF BEGINNING being locatable by NAD83 grid coordinates N: 7,063,278.06', E: 2,368,943.91';

THENCE North 00 degrees 05 minutes 55 seconds West, along the west line of said Oncor tract, a distance of 178.63 feet to a found 1/2-inch iron rod for the northeast corner of a tract of land described in deed to Zondine Land, LLC, as recorded in Document No. 2018-62989, O.P.R.D.C.T., and the southeast corner of a tract of land described in deed to IVM Capital, LLC – Series A, as recorded in Document No. 2018-105620, O.P.R.D.C.T.;

THENCE North 00 degrees 50 minutes 17 seconds West, continuing along the west line of said Oncor tract and along the east line of said IVM Capital tract and the east line of a tract of land described in deed to Leslie Juanelle Turner Jones as recorded in Document No. 2015-7233, O.P.R.D.C.T., passing at a distance of 1,967.61 feet a found 5/8-inch iron rod for the northeast corner of said Jones tract, continuing in all a distance of 2,017.63 feet to the northwest corner of said Oncor tract within a gravel road known as Dunham Road, said point being locatable by NAD83 grid coordinates N: 7,065,473.78', E: 2,368,914.09', from which said Town of Flower Mound Benchmark #41 bears South 01 degrees 21 minutes 05 seconds West, a distance of 3,262.05 feet;

THENCE North 89 degrees 59 minutes 16 seconds East, along the north line of said Oncor tract and said Dunham Road, a distance of 2,038.51 feet to the northeast corner of said Oncor tract and the northwest corner of a tract of land described as Tract No. E-410 in deed to United States of America as recorded in Volume 375, Page 130, Deed Records of Denton County Texas (D.R.D.C.T.);

THENCE along the common line of said Oncor tract and said United States of America tract the following courses and distances:

South 36 degrees 03 minutes 25 seconds East, passing at a distance of 60.15 feet a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964", continuing in all a distance of 564.85 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 2009"

South 70 degrees 45 minutes 09 seconds West, a distance of 552.40 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 28 degrees 58 minutes 00 seconds East, a distance of 722.47 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

EXHIBIT A1 - PROPERTY DESCRIPTION

South 60 degrees 37 minutes 51 seconds West, a distance of 537.08 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 19 degrees 22 minutes 26 seconds East, a distance of 702.07 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, departing said common line, over and across said Oncor tract, a distance of 1,068.61 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 00 degrees 00 minutes 07 seconds East, continuing over and across said Oncor tract, a distance of 416.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 283.06 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 222.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 89 degrees 59 minutes 53 seconds East, continuing over and across said Oncor tract, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 582.70 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 97.197 acres or 4,233,888 square feet of land, more or less.

EXHIBIT A1 - PROPERTY DESCRIPTION

METES AND BOUNDS

BEING a 61.605 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being a portion of the tract of land described in deed to Oncor Electric Delivery Co, LLC recorded in Document Number 2021-149263, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), said 61.605 acre tract of land being more particularly described as follows;

BEGINNING at a found 1/2-inch iron rod within asphalt pavement known as Haynes Road, for the southwest corner of said Oncor tract;

THENCE North 00 degrees 05 minutes 55 seconds West, along the west line of said Oncor tract, a distance of 147.51 feet;

THENCE North 87 degrees 13 minutes 02 seconds East, departing said west line, passing at 13.09 feet a metal fence post for the southwest corner of a cemetery, continuing generally along a fence for the south line of said cemetery, in all a distance of 74.52 feet to a fence corner;

THENCE North 89 degrees 54 minutes 03 seconds East, continuing generally along said fence, a distance of 16.16 feet to a metal fence post for the southeast corner of said cemetery;

THENCE North 02 degrees 34 minutes 39 seconds West, generally along a fence for the east line of said cemetery, a distance of 47.73 feet to a metal fence post for the northeast corner of said cemetery;

THENCE South 89 degrees 45 minutes 23 seconds West, generally along a fence for the north line of said cemetery, passing at a distance of 75.53 feet a metal fence post for the northwest corner of said cemetery, in all a distance of 88.53 feet, to a point on the west line of said Oncor tract;

THENCE North 00 degrees 05 minutes 55 seconds West, along said west line, a distance of 1,251.91 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE departing said west line, over and across said Oncor tract the following courses and distances:

South 89 degrees 59 minutes 53 seconds East, a distance of 582.70 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 00 degrees 00 minutes 07 seconds East, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 89 degrees 59 minutes 53 seconds West, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 00 degrees 00 minutes 07 seconds East, a distance of 222.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

South 89 degrees 59 minutes 53 seconds East, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 00 degrees 00 minutes 07 seconds East, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

EXHIBIT A1 - PROPERTY DESCRIPTION

South 89 degrees 59 minutes 53 seconds East, a distance of 283.06 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

South 00 degrees 00 minutes 07 seconds West, a distance of 416.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

South 89 degrees 59 minutes 53 seconds East, a distance of 1,068.61 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY" on the common line of said Oncor tract and a tract of land described as Tract No. E-410 in deed to United States of America as recorded in Volume 375, Page 130, Deed Records of Denton County Texas (D.R.D.C.T.);

THENCE along the common line of said Oncor tract and said United States of America tract the following courses and distances:

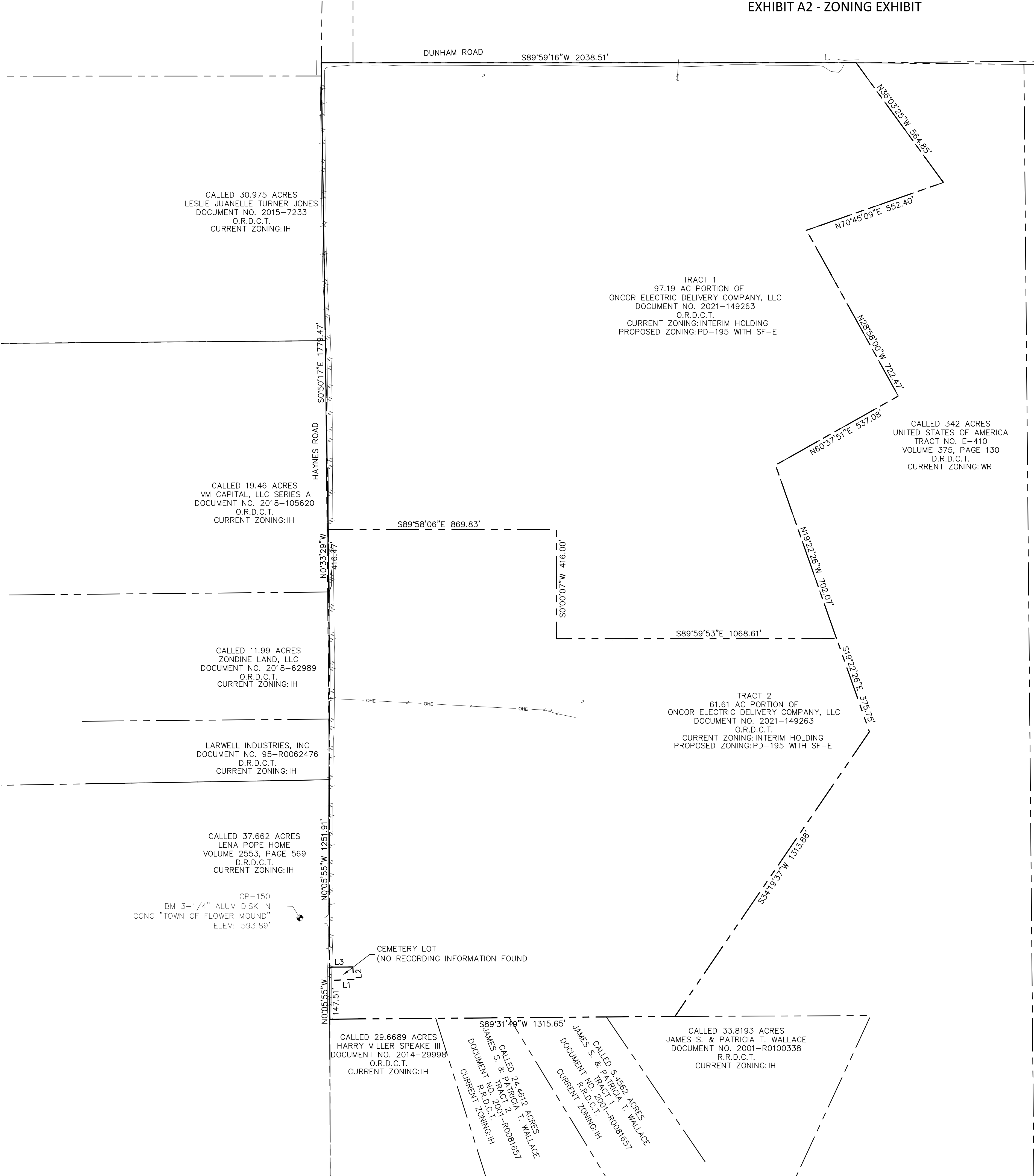
South 19 degrees 22 minutes 26 seconds East, a distance of 375.75 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 34 degrees 19 minutes 37 seconds West, a distance of 1,313.88 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964" for the southwest corner of said United States of America tract, and the southeast corner of said Oncor tract

THENCE departing said common line, South 89 degrees 31 minutes 49 seconds, along the south line of said Oncor tract, a distance of 1,315.65 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 61.605 acres or 2,683,529 square feet of land, more or less.

EXHIBIT A2 - ZONING EXHIBIT



METES AND BOUNDS

BEING a 158.802 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being all that called 40 acre tract (Exhibit A), that called 115.5 acre tract (Exhibit B), and that called 0.533 acre tract (Exhibit C), described in deed to Ron W. Haynes, Jerry Charles Haynes, & Barry Lee Haynes recorded in Document Number 2016-133948, Official Records of Denton County, Texas (O.R.D.C.T.), said 158.802 acre tract of land being more particularly described as follows;

BEGINNING at a found 1/2-inch iron rod within asphalt pavement known as Haynes Road, for the southwest corner of said Haynes tract, and the northwest corner of a called 29.6689 acre tract of land described in deed to Harry Miller Speake III, as recorded in Document No. 2014-29998, O.R.D.C.T., and being on the east line of a called 37.662 acre tract of land described in deed to Lena Pope Home, as recorded in Volume 2553, Page 569, Deed Records of Denton County, Texas (D.R.D.C.T.), from which a found 3-1/4 inch aluminum cap in concrete stamped "TOWN OF FLOWER MOUND" for Town of Flower Mound Benchmark #41 bears North 15 degrees 49 minutes 47 seconds, a distance of 400.46 feet, said POINT OF BEGINNING being locatable by NAD83 grid coordinates N: 7,061,827.91', E: 2,368,946.40';

THENCE North 00 degrees 05 minutes 55 seconds West, along the common line of said Haynes tract and said Pope tract, a distance of 147.51 feet;

THENCE departing said common line, North 87 degrees 13 minutes 02 seconds East, passing at 13.09 feet a metal fence post for the southwest corner of a cemetery, continuing generally along a fence for the south line of said cemetery, in all a distance of 74.52 feet to a fence corner;

THENCE North 89 degrees 54 minutes 03 seconds East, continuing generally along said fence, a distance of 16.16 feet to a metal fence post for the southeast corner of said cemetery;

THENCE North 02 degrees 34 minutes 39 seconds West, generally along a fence for the east line of said cemetery, a distance of 47.73 feet to a metal fence post for the northeast corner of said cemetery;

THENCE South 89 degrees 45 minutes 23 seconds West, generally along a fence for the north line of said cemetery, passing at a distance of 75.53 feet a metal fence post for the northwest corner of said cemetery, in all a distance of 88.53 feet, to the common line of said Haynes tract and said Pope tract;

THENCE North 00 degrees 05 minutes 55 seconds West, along the west line of said Haynes tract and the east line of said Pope tract, the east line of a tract of land described in deed to Larwell Industries, Inc recorded in Document No. 95-R0062476, D.R.D.C.T., and the east line of a called 11.99 acres tract of land described in deed to Zondine Land, LLC, recorded in Document No. 2018-62989, O.R.D.C.T., a distance of 1,430.55 feet to a found 1/2-inch iron rod for the northeast corner of said Zondine tract and the southeast corner of a called 19.46 acres tract described in deed to IVM Capital, LLC - Series A recorded in Document No. 2018-105620, O.R.D.C.T.;

THENCE North 00 degrees 50 minutes 17 seconds West, continuing along the west line of said Haynes tract and along the east line of said IVM Capital tract and the east line of a called 30.975 acre tract of land described in deed to Leslie Juanelle Turner Jones recorded in Document No. 2015-7233, O.R.D.C.T., passing at a distance of 1,967.61 feet a found 5/8-inch iron rod for the northeast corner of said Jones tract, continuing in all a distance of 2,017.63 feet to the northwest corner of said Haynes tract within a gravel road known as Dunham Road, said point being locatable by NAD83 grid coordinates N: 7,065,473.78', E: 2,368,914.09', from which said Town of Flower Mound Benchmark #41 bears South 01 degrees 21 minutes 05 seconds West, a distance of 3,262.05 feet;

THENCE North 89 degrees 59 minutes 16 seconds East, along the north line of said Haynes tract and said Dunham Road, a distance of 2,038.51 feet to the northeast corner of said Haynes tract and the northwest corner of a called 342 acre tract (Tract No. E-410) of land described in deed to United States of America recorded in Volume 375, Page 130, D.R.D.C.T.;

THENCE along the common line of said Haynes tract and said United States of America tract the following courses and distances:

South 36 degrees 03 minutes 25 seconds East, passing at a distance of 60.15 feet a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964", continuing in all a distance of 564.85 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 2009"

South 70 degrees 45 minutes 09 seconds West, a distance of 552.40 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 28 degrees 58 minutes 00 seconds East, a distance of 722.47 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 60 degrees 37 minutes 51 seconds West, a distance of 537.08 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 19 degrees 22 minutes 26 seconds East, a distance of 1,077.82 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 34 degrees 19 minutes 37 seconds West, a distance of 1,313.88 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964" for the southwest corner of said United States of America tract, on the north line of a called 33.8193 acre tract of land described in deed to James S. & Patricia T. Wallace recorded in Document No. 2001-R0100338, Real Records of Denton County, Texas (R.R.D.C.T.)

THENCE departing said common line, South 89 degrees 31 minutes 49 seconds, along the north line of said Wallace tract, the north line of a called 5.4562 acre tract and a called 24.4612 acre tract described as Tracts 1 & 2 in deed to James S. & Patricia T. Wallace recorded in Document No. 2001-R0081657, R.R.D.C.T., and along the north line of said Speake tract, passing at a distance of 631.50 feet a found 1/2-inch iron rod with yellow cap stamped "4260 NATL" for the common north corner of said 5.4562 acre tract and said 24.4612 acre tract, passing at a distance of 911.52 feet a found 1/2-inch iron rod for the common north corner of said 24.4612 acre tract and said Speake tract, continuing in all a distance of 1,315.65 feet to the POINT OF BEGINNING.

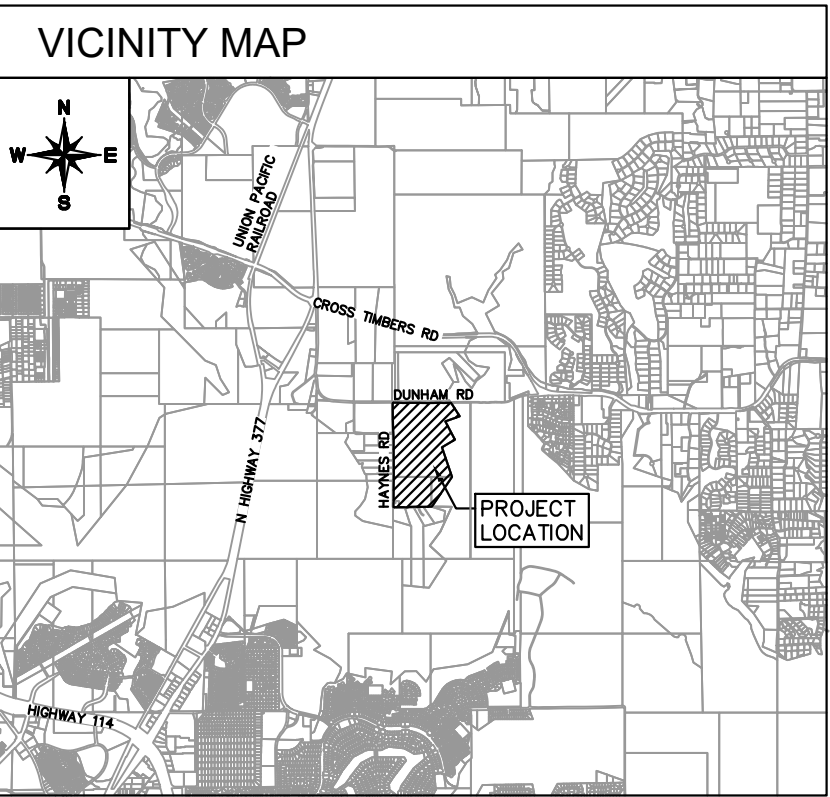
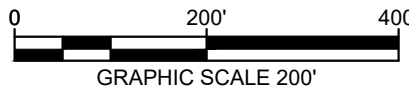
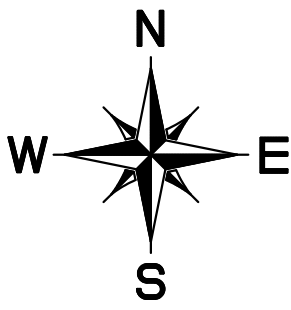
CONTAINING a computed area of 158.802 acres or 6,917,417 square feet of land, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L3	88.53	N89°45'23.00"E

BENCHMARKS

CP-150:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 593.89'

CP-151:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 615.94'



LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE

MASTER PLAN FEATURES	
LAND USE PLAN	PRAIRIE VISTA DISTRICT
URBAN DESIGN PLAN	PRAIRIE VISTA DISTRICT
PARKS AND TRAILS	PLANNED EXTENSION OF INDIAN BLANKET TRAIL ALONG DUNHAM RD
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	RURAL COLLECTOR PLANNED AT NORTHWEST CORNER OF TRACT
WATER PLAN	12" WATERLINE PLANNED ALONG FUTURE RURAL COLLECTOR
WASTEWATER PLAN	N/A
ECONOMIC IMPACT	N/A

ZONING EXHIBIT
FOR
ONCOR DUNHAM SUBSTATION

DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
PROPOSED ZONING: ZPD
BEING 158.80 ACRES
OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
Oncor
777 Main St, Suite 707
Fort Worth, TX 76102
Tel: (817) 215-6807
Contact: Seth Sampson

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Rob Myers, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	10/27/2022	

EXHIBIT A2 - ZONING EXHIBIT

METES AND BOUNDS

BEING a 97.197 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being a portion of the tract of land described in deed to Oncor Electric Delivery Co, LLC recorded in Document Number 2021-149263, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), said 97.197 acre tract of land being more particularly described as follows;

BEGINNING at a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY", on the west line of said Oncor tract, within asphalt pavement known as Haynes Road, from which a found 1/2-inch iron rod for the southwest corner of said Oncor tract, bears South 00 degrees 05 minutes 55 seconds East, a distance of 1,450.37 feet and from which a found 3-1/4 inch aluminum cap in concrete stamped "TOWN OF FLOWER MOUND" for Town of Flower Mound Benchmark #41 bears South 05 degrees 43 minutes 23 seconds, a distance of 1,070.44 feet, said POINT OF BEGINNING being locatable by NAD83 grid coordinates N: 7,063,278.06'; E: 2,368,943.91';

THENCE North 00 degrees 05 minutes 55 seconds West, along the west line of said Oncor tract, a distance of 178.63 feet to a found 1/2-inch iron rod for the northeast corner of a tract of land described in deed to Zondine Land, LLC, as recorded in Document No. 2018-62989, O.P.R.D.C.T., and the southeast corner of a tract of land described in deed to IVM Capital, LLC - Series A, as recorded in Document No. 2018-105620, O.P.R.D.C.T.;

THENCE North 00 degrees 50 minutes 17 seconds West, continuing along the west line of said Oncor tract and along the east line of said IVM Capital tract and the east line of a tract of land described in deed to Leslie Juanelle Turner Jones as recorded in Document No. 2015-7233, O.P.R.D.C.T., passing at a distance of 1,967.61 feet a found 5/8-inch iron rod for the northeast corner of said Jones tract, continuing in all a distance of 2,017.63 feet to the northwest corner of said Oncor tract within a gravel road known as Dunham Road, said point being locatable by NAD83 grid coordinates N: 7,065,473.78'; E: 2,368,914.09', from which said Town of Flower Mound Benchmark #41 bears South 01 degrees 21 minutes 05 seconds West, a distance of 3,262.05 feet;

THENCE North 89 degrees 59 minutes 16 seconds East, along the north line of said Oncor tract and said Dunham Road, a distance of 2,038.51 feet to the northeast corner of said Oncor tract and the northwest corner of a tract of land described as Tract No. E-410 in deed to United States of America as recorded in Volume 375, Page 130, Deed Records of Denton County Texas (D.R.D.C.T.);

THENCE along the common line of said Oncor tract and said United States of America tract the following courses and distances:

South 36 degrees 03 minutes 25 seconds East, passing at a distance of 60.15 feet a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964", continuing in all a distance of 564.85 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 2009"

South 70 degrees 45 minutes 09 seconds West, a distance of 552.40 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 28 degrees 58 minutes 00 seconds East, a distance of 722.47 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 60 degrees 37 minutes 51 seconds West, a distance of 537.08 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 19 degrees 22 minutes 26 seconds East, a distance of 702.07 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, departing said common line, over and across said Oncor tract, a distance of 1,068.61 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 00 degrees 00 minutes 07 seconds East, continuing over and across said Oncor tract, a distance of 416.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 283.06 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 222.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 89 degrees 59 minutes 53 seconds East, continuing over and across said Oncor tract, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE South 00 degrees 00 minutes 07 seconds West, continuing over and across said Oncor tract, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

THENCE North 89 degrees 59 minutes 53 seconds West, continuing over and across said Oncor tract, a distance of 582.70 feet to the POINT OF BEGINNING.

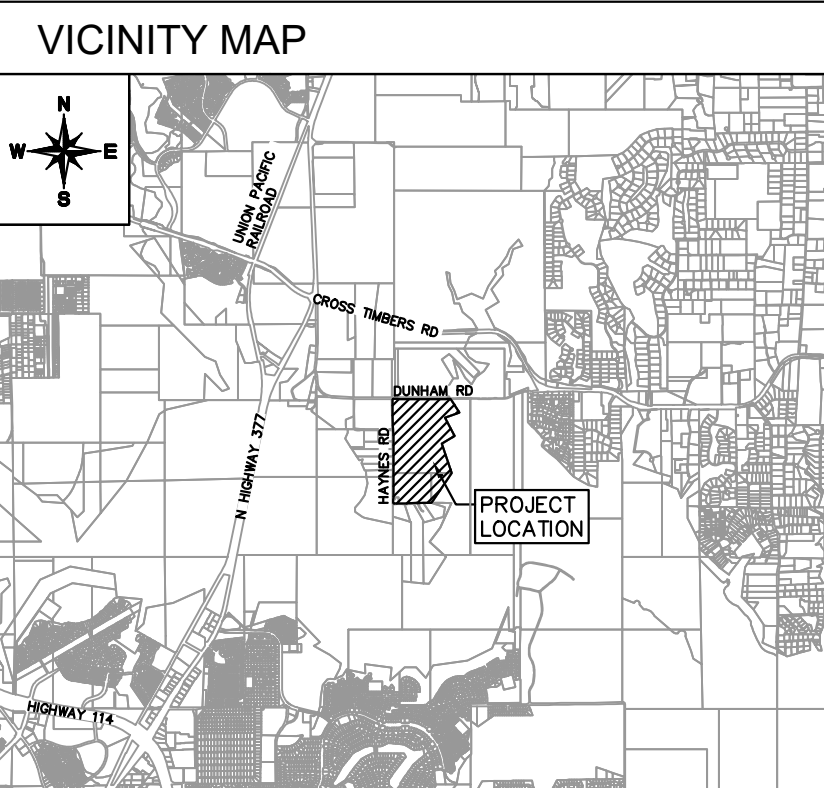
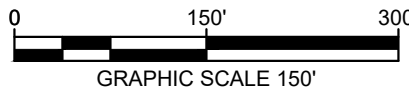
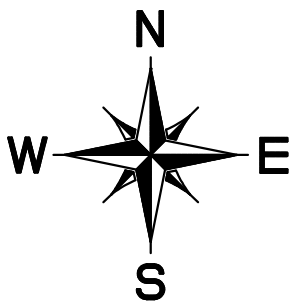
CONTAINING a computed area of 97.197 acres or 4,233,888 square feet of land, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1	97.00	N0°00'07.00"E
L2	112.00	N89°59'53.00"W
L3	222.00	N0°00'07.00"E
L4	112.00	S89°59'53.00"E
L5	283.06	S89°59'53.00"E
L6	416.00	S0°00'07.00"W
L7	74.52	N87°13'02.00"E
L8	47.73	N2°34'39.00"W
L9	88.53	S89°45'23.00"W

BENCHMARKS

CP-150:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 593.89'

CP-151:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 615.94'



LEGEND

---	PROPERTY LINE
---	ADJACENT PROPERTY LINE

MASTER PLAN FEATURES	
LAND USE PLAN	PRAIRIE VISTA DISTRICT
URBAN DESIGN PLAN	PRAIRIE VISTA DISTRICT
PARKS AND TRAILS	PLANNED EXTENSION OF INDIAN BLANKET TRAIL ALONG DUNHAM RD
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	RURAL COLLECTOR PLANNED AT NORTHWEST CORNER OF TRACT
WATER PLAN	12" WATERLINE PLANNED ALONG FUTURE RURAL COLLECTOR
WASTEWATER PLAN	N/A
ECONOMIC IMPACT	N/A

ZONING EXHIBIT
FOR
ONCOR DUNHAM SUBSTATION

DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
PROPOSED ZONING: ZPD
BEING 158.80 ACRES
OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

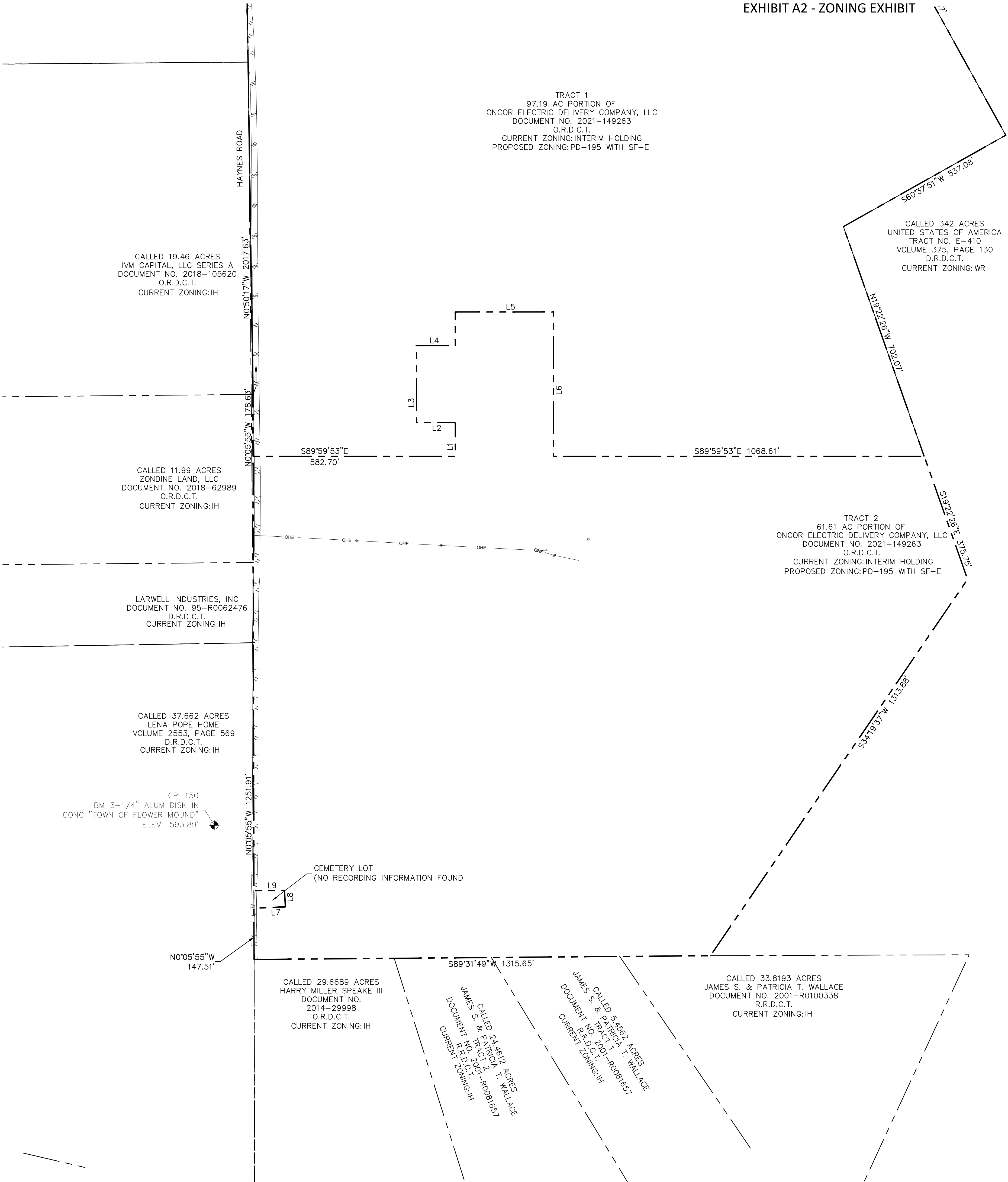
OWNER/DEVELOPER:
Oncor
777 Main St, Suite 707
Fort Worth, TX 76102
Tel: (817) 215-6807
Contact: Seth Sampson

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Rob Myers, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	10/27/2022	

PRINTED BY: JANA, ENVIRONMENTAL & AM, 12/20/2024 12:54:02 PM
DRAWNAME: K:\PROJECTS\2024\20240104-ONCOR FLOWER MOUND WEST\CAD\PLANS\HETS\CL_ZONING\EXHIBIT.DWG [Plot 2]
LAST SAVED: 12/20/2024 5:46 PM
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EXHIBIT A2 - ZONING EXHIBIT



METES AND BOUNDS

BEING a 61.605 acre tract of land situated in the Rhody King Survey, Abstract No. 700, Town of Flower Mound, Denton County, Texas, being a portion of the tract of land described in deed to Oncor Electric Delivery Co, LLC recorded in Document Number 2021-149263, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), said 61.605 acre tract of land being more particularly described as follows;

BEGINNING at a found 1/2-inch iron rod within asphalt pavement known as Haynes Road, for the southwest corner of said Oncor tract, from which a found 3-1/4 inch aluminum cap in concrete stamped "TOWN OF FLOWER MOUND" for Town of Flower Mound Benchmark #41 bears North 15 degrees 49 minutes 47 seconds, a distance of 400.46 feet, said POINT OF BEGINNING being locatable by NAD83 grid coordinates N: 7,061,827.91', E: 2,368,946.40';

THENCE North 00 degrees 05 minutes 55 seconds West, along the west line of said Oncor tract, a distance of 147.51 feet;

THENCE North 87 degrees 13 minutes 02 seconds East, departing said west line, passing at 13.09 feet a metal fence post for the southwest corner of a cemetery, continuing generally along a fence for the south line of said cemetery, in all a distance of 74.52 feet to a fence corner;

THENCE North 89 degrees 54 minutes 03 seconds East, continuing generally along said fence, a distance of 16.16 feet to a metal fence post for the southeast corner of said cemetery;

THENCE North 02 degrees 34 minutes 39 seconds West, generally along a fence for the east line of said cemetery, a distance of 47.73 feet to a metal fence post for the northeast corner of said cemetery;

THENCE South 89 degrees 45 minutes 23 seconds West, generally along a fence for the north line of said cemetery, passing at a distance of 75.53 feet a metal fence post for the northwest corner of said cemetery, in all a distance of 88.53 feet, to a point on the west line of said Oncor tract;

THENCE North 00 degrees 05 minutes 55 seconds West, along said west line, a distance of 1,251.91 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY", being locatable by NAD83 grid coordinates N: 7,063,278.06', E: 2,368,943.91' from which said Town of Flower Mound Benchmark #41 bears South 05 degrees 43 minutes 23 seconds, a distance of 1,070.44 feet;

THENCE departing said west line, over and across said Oncor tract the following courses and distances:

South 89 degrees 59 minutes 53 seconds East, a distance of 582.70 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 00 degrees 00 minutes 07 seconds East, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 89 degrees 59 minutes 53 seconds West, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 00 degrees 00 minutes 07 seconds East, a distance of 222.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

South 89 degrees 59 minutes 53 seconds East, a distance of 112.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

North 00 degrees 00 minutes 07 seconds East, a distance of 97.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

South 89 degrees 59 minutes 53 seconds East, a distance of 283.06 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

South 00 degrees 00 minutes 07 seconds West, a distance of 416.00 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY";

South 89 degrees 59 minutes 53 seconds East, a distance of 1,068.61 feet to a set 5/8-inch iron rod with yellow cap stamped "DUNAWAY" on the common line of said Oncor tract and a tract of land described as Tract No. E-410 in deed to United States of America as recorded in Volume 375, Page 130, Deed Records of Denton County Texas (D.R.D.C.T.);

THENCE along the common line of said Oncor tract and said United States of America tract the following courses and distances:

South 19 degrees 22 minutes 26 seconds East, a distance of 375.75 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964"

South 34 degrees 19 minutes 37 seconds West, a distance of 1,313.88 feet to a found 3-1/4-inch brass disk in concrete stamped "US ARMY CORPS OF ENGINEERS 1964" for the southwest corner of said United States of America tract, and the southeast corner of said Oncor tract

THENCE departing said common line, South 89 degrees 31 minutes 49 seconds, along the south line of said Oncor tract, a distance of 1,315.65 feet to the POINT OF BEGINNING.

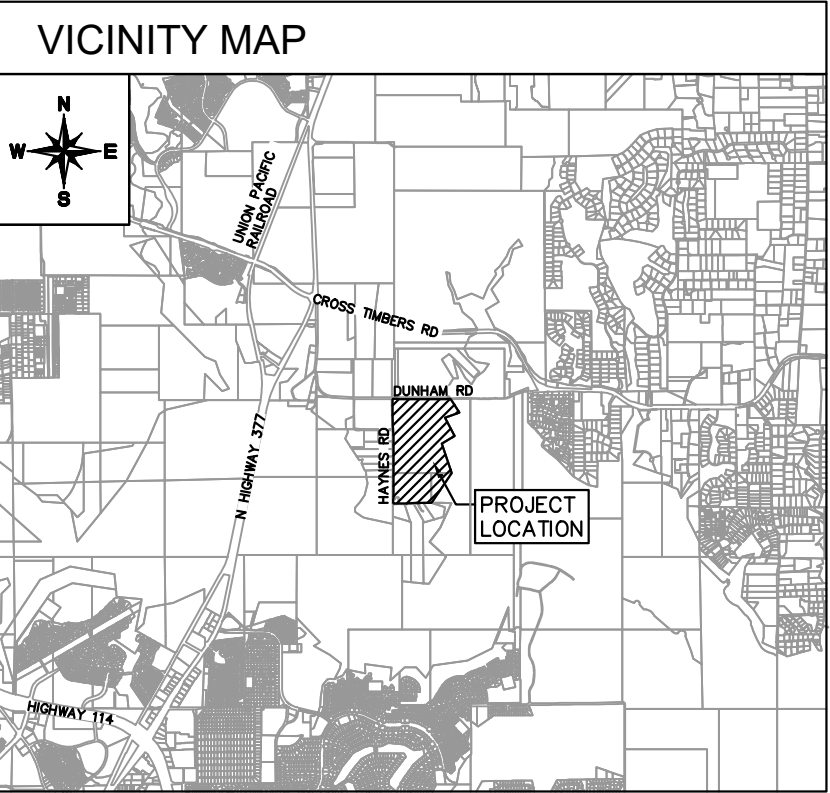
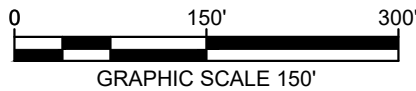
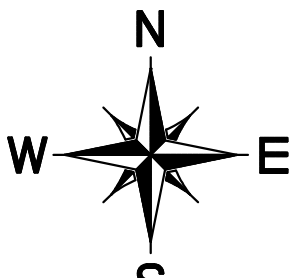
CONTAINING a computed area of 61.605 acres or 2,683,529 square feet of land, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1	97.00	N0°00'07.00"E
L2	112.00	N89°59'53.00"W
L3	222.00	N0°00'07.00"E
L4	112.00	S89°59'53.00"E
L5	283.06	S89°59'53.00"E
L6	416.00	S0°00'07.00"W
L7	74.52	N87°13'02.00"E
L8	47.73	N2°34'39.00"W
L9	88.53	S89°45'23.00"W

BENCHMARKS

CP-150:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 593.89'

CP-151:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 615.94'



LEGEND

---	PROPERTY LINE
---	ADJACENT PROPERTY LINE

MASTER PLAN FEATURES	
LAND USE PLAN	PRAIRIE VISTA DISTRICT
URBAN DESIGN PLAN	PRAIRIE VISTA DISTRICT
PARKS AND TRAILS	PLANNED EXTENSION OF INDIAN BLANKET TRAIL ALONG DUNHAM RD
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	RURAL COLLECTOR PLANNED AT NORTHWEST CORNER OF TRACT
WATER PLAN	12" WATERLINE PLANNED ALONG FUTURE RURAL COLLECTOR
WASTEWATER PLAN	N/A
ECONOMIC IMPACT	N/A

ZONING EXHIBIT
FOR
ONCOR DUNHAM SUBSTATION

DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
PROPOSED ZONING: ZPD
BEING 158.80 ACRES
OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
Oncor
777 Main St, Suite 707
Fort Worth, TX 76102
Tel: (817) 215-6807
Contact: Seth Sampson

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Rob Myers, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	10/27/2022	

Exhibit “B”

DEVELOPMENT STANDARDS Planned Development District No. 195 (PD-195)

Oncor Substation

The development on the property comprising approximately 158.80 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound Master Plan and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. SF-E Single Family-Estate uses:

TRACT 1

Development of PD-195 designated on Exhibit “C,” the Concept Plan, comprising approximately 97.19 acres, shall be in compliance with all regulations applicable to SF-E Single-Family Estate District uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **PERMITTED USES:** Only uses associated with Town Facilities and the following uses shall be permitted within PD-195, 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. Local Utility Line;
 - c. Public building, shop or yard;
 - d. Solar panel systems, subject to section 98-1002; and
 - e. Telephone equipment station.
2. **SPECIFIC USES:** Any uses associated with Town Facilities and the following uses requiring a Specific Use Permit listed for Single-Family Estate shall be permitted within PD-195, upon Town Council’s approval of a specific use permit and shall be subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended.
 - a. Communication tower, commercial, subject to section 98-977;
 - b. Electrical line/substation, high voltage, subject to section 98-979;
 - c. Private franchise utility (not listed); and
 - d. Transmission pipeline, subject to section 98-997.
3. **TEMPORARY USES:** Only the following temporary uses may be permitted within PD-195 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.

4. DIMENSIONAL REGULATIONS: The dimensional regulations listed for SF-E Single-Family Estate District in the Town's Zoning Ordinance shall be required for this Planned Development.

TRACT 2

Development of PD-195 designated on Exhibit "C," the Concept Plan, for the Oncor Substation, comprising approximately 61.61 acres, shall be in compliance with all regulations applicable to SF-E Single-Family Estate District 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-195, 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. Local utility line; and
 - c. Electrical line/substation, high voltage, subject to [section 98-979](#).
2. SPECIFIC USES: No uses requiring a Specific Use Permit shall be permitted within PD-195.
3. TEMPORARY USES: Only the following temporary uses may be permitted within PD-195 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.
4. DIMENSIONAL REGULATIONS: The dimensional regulations listed for SF-E Single-Family Estate District in the Town's Zoning Ordinance shall be required for this Planned Development, except as listed below:
 - a. *Maximum lot coverage*. The maximum lot coverage in the SF-E Single-Family Estate District shall be 35 percent for all uses, subject to section 98-129.

B. Supplementary Standards

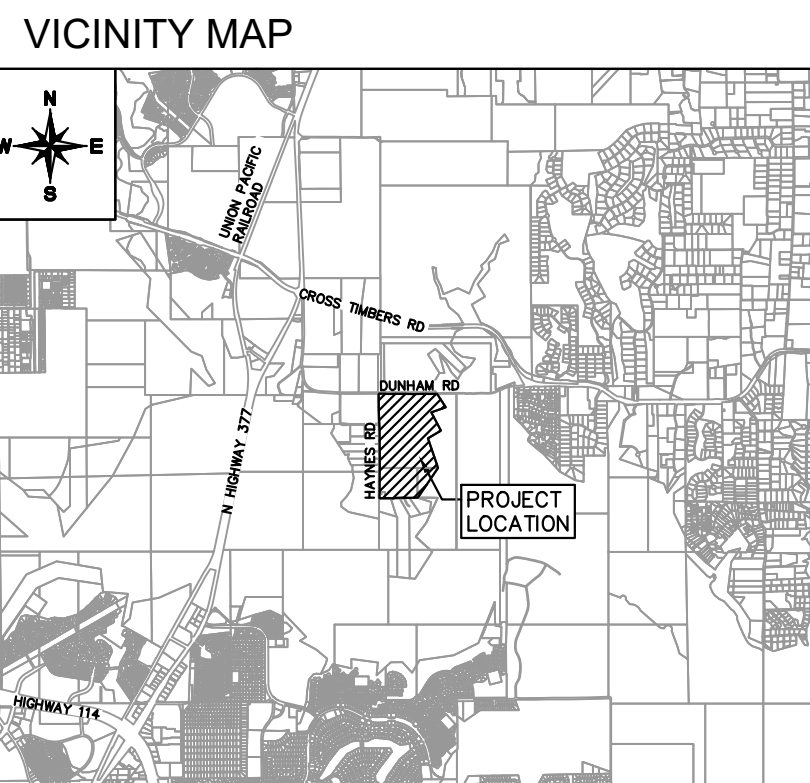
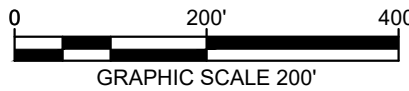
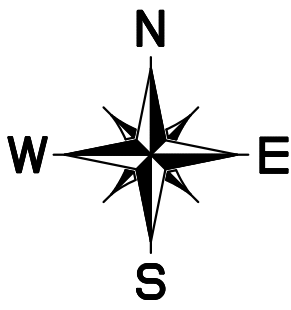
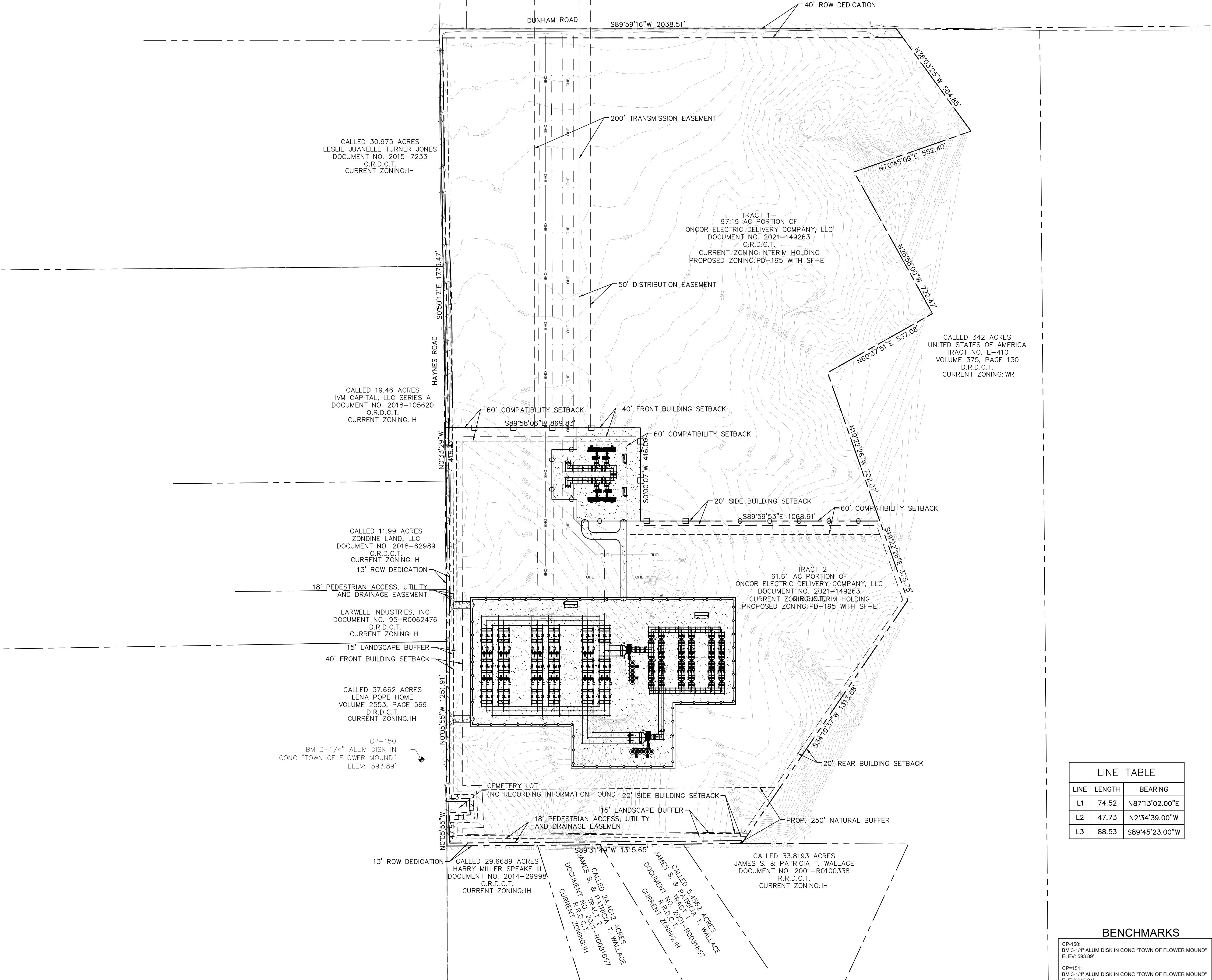
1. To develop Tract 1 with a use other than Town Facilities, an amendment to PD-195 shall be required in order to provide updated conceptual plans and development standards.
2. Vinyl coated chain link fence in either black or green color shall be installed where indicated on the Concept Plan.
3. The height of the dead-end towers shall not exceed 85 feet (85').
4. Existing trees and shrubs within a 250-foot-wide buffer measured from the southern property line of Tract 2 and extending north, shall be preserved.

C. Exceptions for Tract 2

The following exceptions and waivers shall apply to this Planned Development.

1. There shall be no requirement for required planting within the 15-foot (15') landscape buffer along Haynes Road.
2. Compatibility Buffer-Section 82-302.
 - a. The planting requirements of the compatibility buffer shall not apply along the northern boundary of Tract 2.
 - b. An eight-foot (8') masonry wall along the northern property boundary shall be provided as indicated on the Concept Plan. Approximately 720 linear feet of minimum six-foot (6') tall vinyl coated chain link fence with one-foot (1') three-strand barbed wire fence on top shall be permitted in the location as indicated on the Concept Plan.
3. Tract 2 shall not be subject to the water impoundment protection requirement of the Environmental Survey Analysis.

EXHIBIT C - CONCEPT PLAN



LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	SUBSTATION PAD PAVEMENT: CRUSHED ROCK FLEX BASE PAVEMENT. REFER TO PAVEMENT SECTIONS.
	MEDIUM DUTY CONCRETE PAVEMENT: 6\"/>

MASTER PLAN FEATURES	
LAND USE PLAN	PRAIRIE VISTA DISTRICT
URBAN DESIGN PLAN	PRAIRIE VISTA DISTRICT
PARKS AND TRAILS	PLANNED EXTENSION OF INDIAN BLANKET TRAIL ALONG DUNHAM RD
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	RURAL COLLECTOR PLANNED AT NORTHWEST CORNER OF TRACT
WATER PLAN	12\"/>

ZONING DATA TABLE: SF-E		
	TRACT 1	TRACT 2
MIN. LOT SIZE	43,560 SQ. FT.	43,560 SQ. FT.
MIN. LOT WIDTH	150 FT.	150 FT.
MIN. AREA/UNIT	2,400 SQ. FT.	2,400 SQ. FT.
MIN. FRONT YARD	40 FT.	40 FT.
MIN. SIDE YARD	20 FT.	20 FT.
MIN. REAR YARD	20 FT.	20 FT.
MAX. LOT COVERAGE	25%	35%
MAX. HEIGHT (STORIES/FT)	3 STORIES OR 35 FT.	85 FT FOR STATION EQUIPMENT

CONCEPTUAL SITE PLAN

FOR
ONCOR DUNHAM SUBSTATION

DUNHAM ROAD & HAYNES ROAD

FLOWER MOUND, TX 76262

PROPOSED ZONING: ZPD

BEING 158.80 ACRES

OUT OF

THE RHODY KING SURVEY, ABSTRACT NO. 700

IN THE

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:

Oncor
777 Main St, Suite 707
Fort Worth, TX 76102
Tel: (817) 215-6807
Contact: Seth Sampson

ENGINEER/SURVEYOR:

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Rob Myers, P.E.

BENCHMARKS

CP-150:
BM 3-1/4\"/>

CP-151:
BM 3-1/4\"/>

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	3/7/2023	

PLATTED BY: JANA, JN 12-14-2023 2:44 AM
DRAWN BY: KPH
LAST SAVED: 4/20/23 12:27 PM
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

CALLLED 19.46 ACRES
IVM CAPITAL, LLC SERIES A
DOCUMENT NO. 2018-105620
O.R.D.C.T.
CURRENT ZONING: IH

CALLLED 11.99 ACRES
ZONDINE LAND, LLC
DOCUMENT NO. 2018-62989
O.R.D.C.T.
CURRENT ZONING: IH

LARWELL INDUSTRIES, INC
DOCUMENT NO. 95-R0062476
D.R.D.C.T.
CURRENT ZONING: IH

CALLLED 37.662 ACRES
LENA POPE HOME
VOLUME 2553, PAGE 569
D.R.D.C.T.
CURRENT ZONING: IH

CALLLED 29.6689 ACRES
HARRY MILLER SPEAKE III
DOCUMENT NO. 2014-29998
O.R.D.C.T.
CURRENT ZONING: IH

CALLLED 24.462 ACRES
JAMES S. & PATRICIA T. WALLACE
DOCUMENT NO. 2001-R0100338
R.R.D.C.T.
CURRENT ZONING: IH

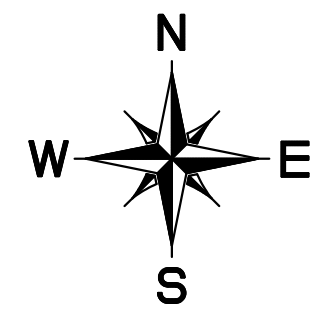
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CURRENT ZONING: IH

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JAMES S. & PATRICIA T. WALLACE
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CURRENT ZONING: IH

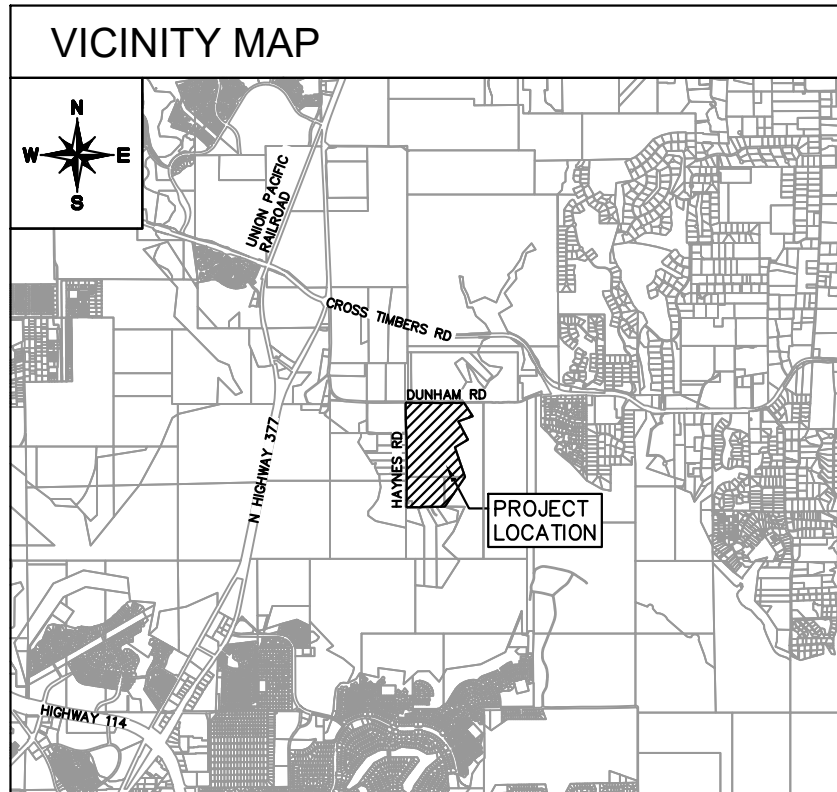
EXHIBIT C - CONCEPT PLAN

TRACT 1
97.19 AC PORTION OF
ONCOR ELECTRIC DELIVERY COMPANY, LLC
DOCUMENT NO. 2021-149263
O.R.D.C.T.
CURRENT ZONING: INTERIM HOLDING
PROPOSED ZONING: PD-195 WITH SF-E

TRACT 2
61.61 AC PORTION OF
ONCOR ELECTRIC DELIVERY COMPANY, LLC
DOCUMENT NO. 2021-149263
O.R.D.C.T.
CURRENT ZONING: INTERIM HOLDING
PROPOSED ZONING: PD-195 WITH SF-E



0 100' 200'
GRAPHIC SCALE 100'



LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	SUBSTATION PAD PAVEMENT: CRUSHED ROCK FLEX BASE PAVEMENT. REFER TO PAVEMENT SECTIONS.
	MEDIUM DUTY CONCRETE PAVEMENT: 6" MEDIUM DUTY CONCRETE PAVEMENT. REFER TO PAVEMENT SECTIONS.

MASTER PLAN FEATURES

LAND USE PLAN	PRAIRIE VISTA DISTRICT
URBAN DESIGN PLAN	PRAIRIE VISTA DISTRICT
PARKS AND TRAILS	PLANNED EXTENSION OF INDIAN BLANKET TRAIL ALONG DUNHAM RD
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	RURAL COLLECTOR PLANNED AT NORTHWEST CORNER OF TRACT
WATER PLAN	12" WATERLINE PLANNED ALONG FUTURE RURAL COLLECTOR
WASTEWATER PLAN	N/A
ECONOMIC IMPACT	N/A

ZONING DATA TABLE: SF-E

	TRACT 1	TRACT 2
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MIN. LOT WIDTH	150 FT.	150 FT.
MIN. AREA/UNIT	2,400 SQ. FT.	2,400 SQ. FT.
MIN. FRONT YARD	40 FT.	40 FT.
MIN. SIDE YARD	20 FT.	20 FT.
MIN. REAR YARD	20 FT.	20 FT.
MAX. LOT COVERAGE	25%	35%
MAX. HEIGHT (STORIES/FT)	3 STORIES OR 35 FT.	85 FT FOR STATION EQUIPMENT

CONCEPTUAL SITE PLAN

FOR

ONCOR DUNHAM SUBSTATION

DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
PROPOSED ZONING: ZPD
BEING 158.80 ACRES

OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:

Oncor
777 Main St, Suite 707
Fort Worth, TX 76102
Tel: (817) 215-6807
Contact: Seth Sampson

ENGINEER/SURVEYOR:

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Rob Myers, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
RJM	KPH	RJM	AS SHOWN	3/7/2023	

LINE TABLE

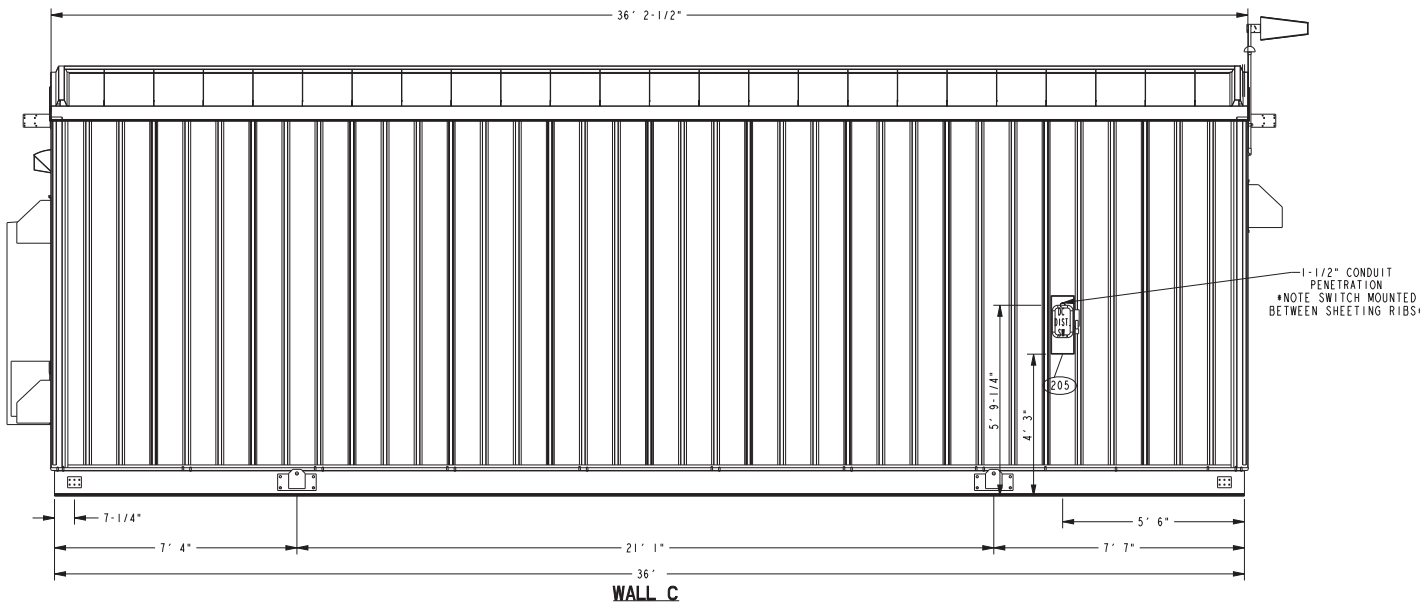
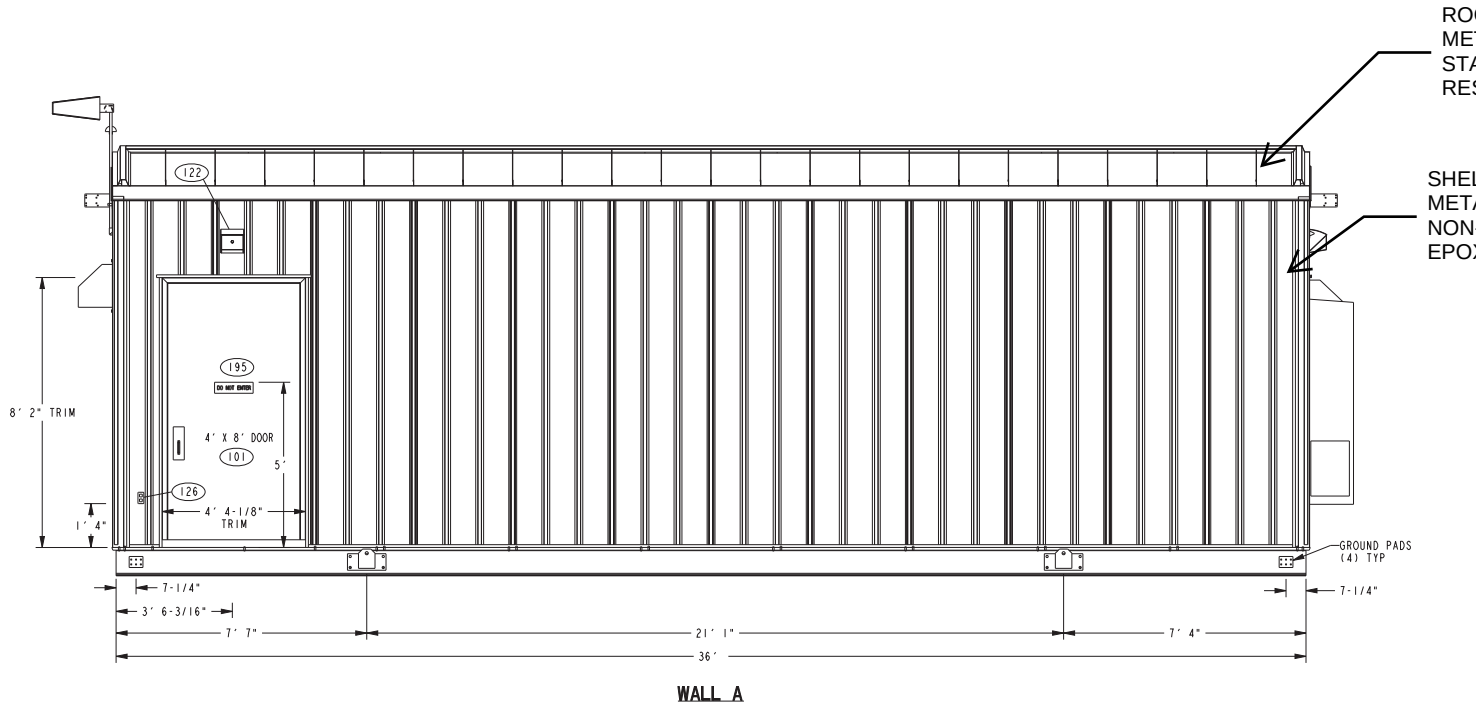
LINE	LENGTH	BEARING
L1	74.52	N87°13'02.00"E
L2	47.73	N2°34'39.00"W
L3	88.53	S89°45'23.00"W

BENCHMARKS

CP-150:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 593.89'

CP-151:
BM 3-1/4" ALUM DISK IN CONC "TOWN OF FLOWER MOUND"
ELEV: 615.94'

EXHIBIT D - CONCEPT ELEVATIONS

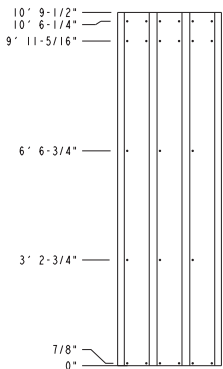


EXTERIOR LIGHTING SCHEDULE

- (122) RAB, OUTDOOR LED LIGHT, 30 WATT, 120V BUTTON PHOTOCELL (2) REQ'D
CAT #WPIED30/PC

DOOR SCHEDULE

- (101) LAFORCE DOOR ASSEMBLY, 4'x8'x2", 16GA. FRAME, 18GA. DOOR, W/O WINDOW, R-VALUE=6.4, (2) REQ'D



SHEETING SCREW LOCATION
MULTI-RIB - 10' WALL HEIGHT

Texas Industrialized
Building Code Council

IBC ☒ IRC ☐

Approval Date:
1/29/20

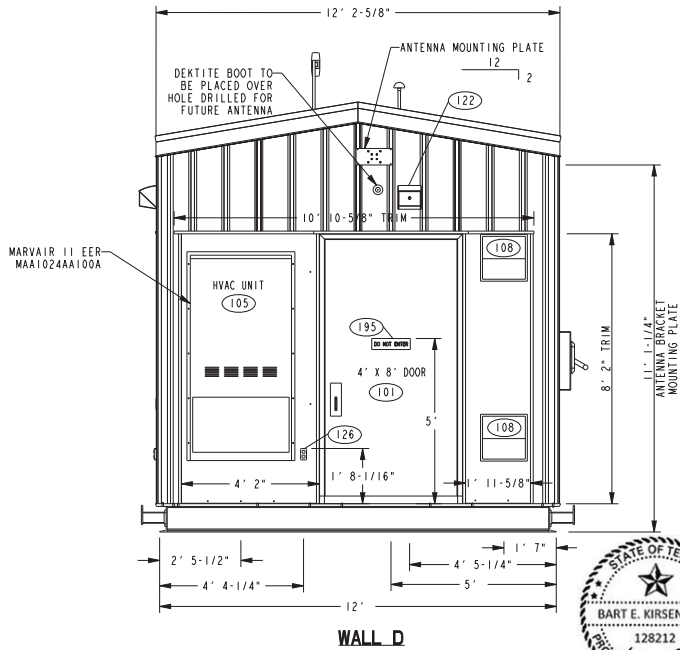
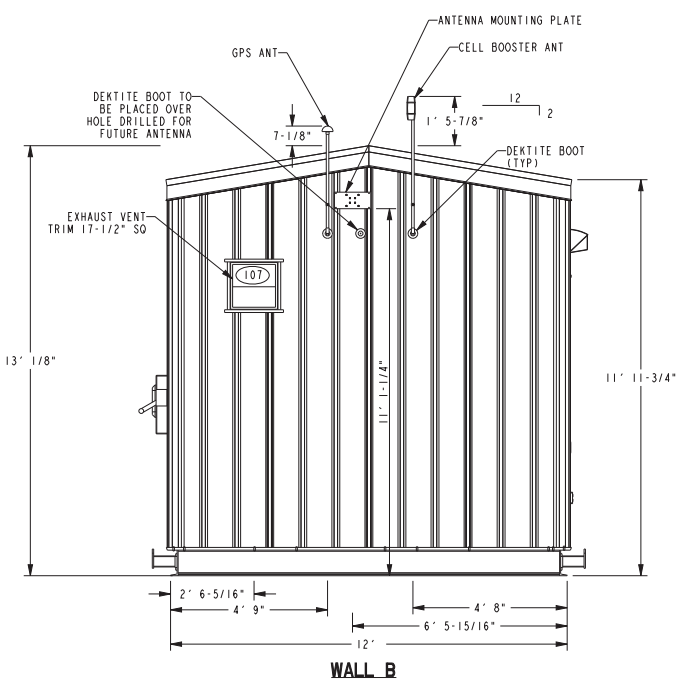
APPROVED
PFS CORPORATION

IHDRA- 7



FASTENING SPEC

ATTACH EXTERIOR WALL PANELS
WITH *12-14x1" TEK2 SCREWS
PER DETAIL



Systems Control
P.O. Box 788
Iron Mountain, MI 49801

REVISION

DFTM. DATE:
CHK'D. DATE:
APP'D. DATE:

REVISION

DFTM. DATE:
CHK'D. DATE:
APP'D. DATE:

REVISION

DFTM. DATE:
CHK'D. DATE:
APP'D. DATE:

REVISION

TOLERANCE NOTE C
UNLESS SPECIFIED OTHERWISE
WHOLE NUMBERS +/- 1/16"
FRACTIONS +/- 1/32"
HOLE DIAMETERS +/- 1/64"
ANGLES +/- 1"
WELD LENGTH +/- 1/4"
WELD SPACING +/- 1"



SYSTEMS CONTROL
A DIVISION OF NORTHERN STAR INDUSTRIES, INC.
LICENSE # F-18484

THE SEAL DATED 01/28/2020 CERTIFIES THAT THE LICENSED ENGINEER ASSUMES RESPONSIBILITY FOR CHANGES AS IN ICATED UNDER REVISION 0 OF THIS DOCUMENT.



SYSTEMS CONTROL
A DIVISION OF NORTHERN STAR INDUSTRIES, INC.
IRON MOUNTAIN, MICHIGAN

DFTM. EG DATE: 1/22/20
CHK'D. JC DATE: 1/22/20
APPD. BB DATE: 1/22/20

DIMENSIONS IN INCHES ARCH D
SCALE: 3/8"=1'-0" 24X36

SCC PROJECT NUMBER
48181-001

ONCOR
LAKE CREST SUBSTATION

EXTERIOR ELEVATIONS

DRAWING NO.
48181-L3

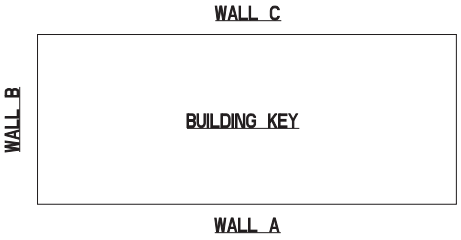
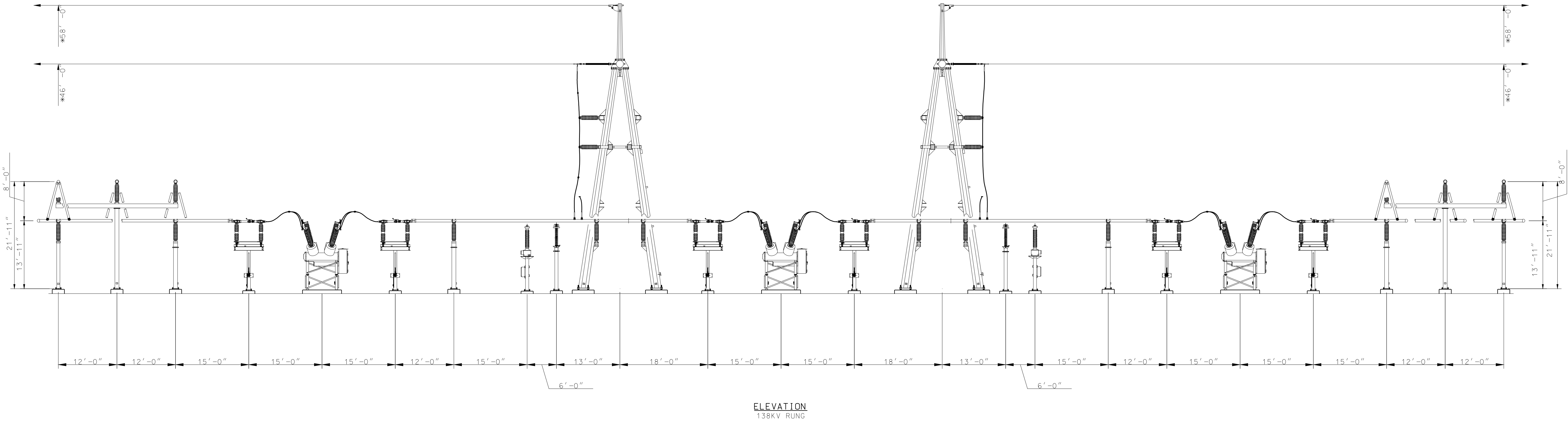


EXHIBIT D - CONCEPT ELEVATIONS



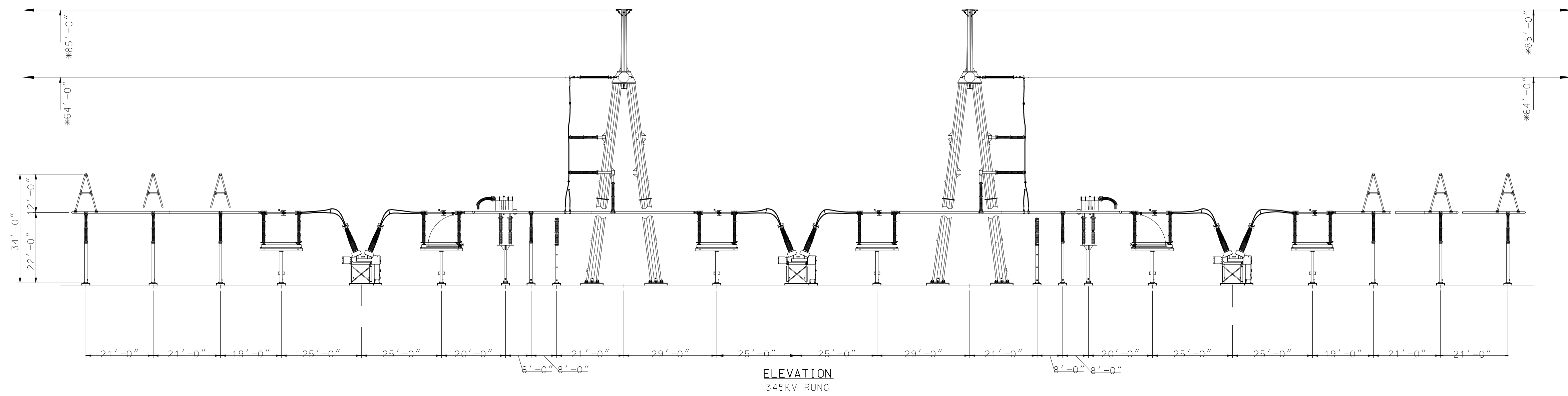
STATION ELEVATIONS
FOR
ONCOR DUNHAM SUBSTATION
DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
PROPOSED ZONING: ZPD
BEING 158.80 ACRES
OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
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777 Main St, Suite 707
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Tel: (817) 215-6807
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ENGINEER/SURVEYOR:
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6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
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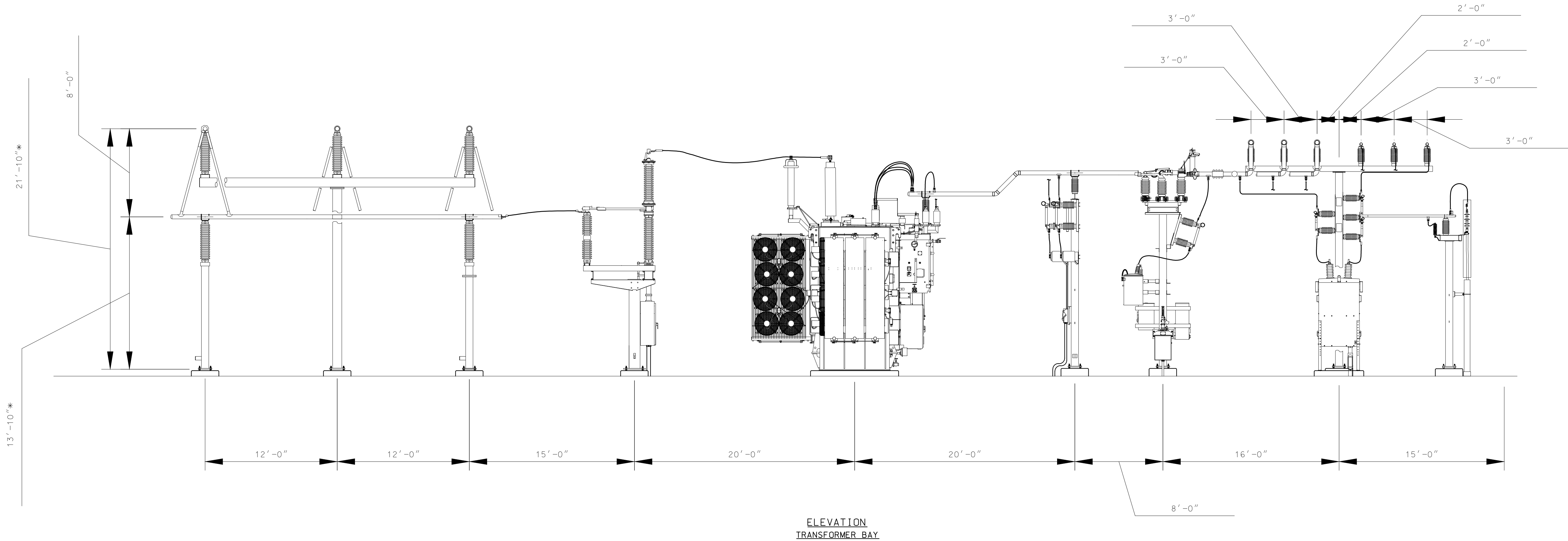
DESIGNED: RJM	DRAWN: KPH	CHECKED: RJM	SCALE: AS SHOWN	DATE: 10/27/2022	KH PROJECT NO.:
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EXHIBIT D - CONCEPT ELEVATIONS



STATION ELEVATIONS FOR ONCOR DUNHAM SUBSTATION													
DUNHAM ROAD & HAYNES ROAD FLOWER MOUND, TX 76262 PROPOSED ZONING: ZPD BEING 158.80 ACRES OUT OF THE RHODY KING SURVEY, ABSTRACT NO. 700 IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS													
<u>OWNER/DEVELOPER:</u> Oncor 777 Main St. Suite 707 Fort Worth, TX 76102 Tel: (817) 215-6807 Contact: Seth Sampson	<u>ENGINEER/SURVEYOR:</u> Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Rob Myers, P.E.												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 16.6%;">DESIGNED</th> <th style="width: 16.6%;">DRAWN</th> <th style="width: 16.6%;">CHECKED</th> <th style="width: 16.6%;">SCALE</th> <th style="width: 16.6%;">DATE</th> <th style="width: 16.6%;">KH PROJECT NO.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">RJUM</td> <td style="text-align: center;">KPH</td> <td style="text-align: center;">RJUM</td> <td style="text-align: center;">AS SHOWN</td> <td style="text-align: center;">10/27/2022</td> <td style="text-align: center;">-----</td> </tr> </tbody> </table>		DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	RJUM	KPH	RJUM	AS SHOWN	10/27/2022	-----
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RJUM	KPH	RJUM	AS SHOWN	10/27/2022	-----								

EXHIBIT D - CONCEPT ELEVATIONS

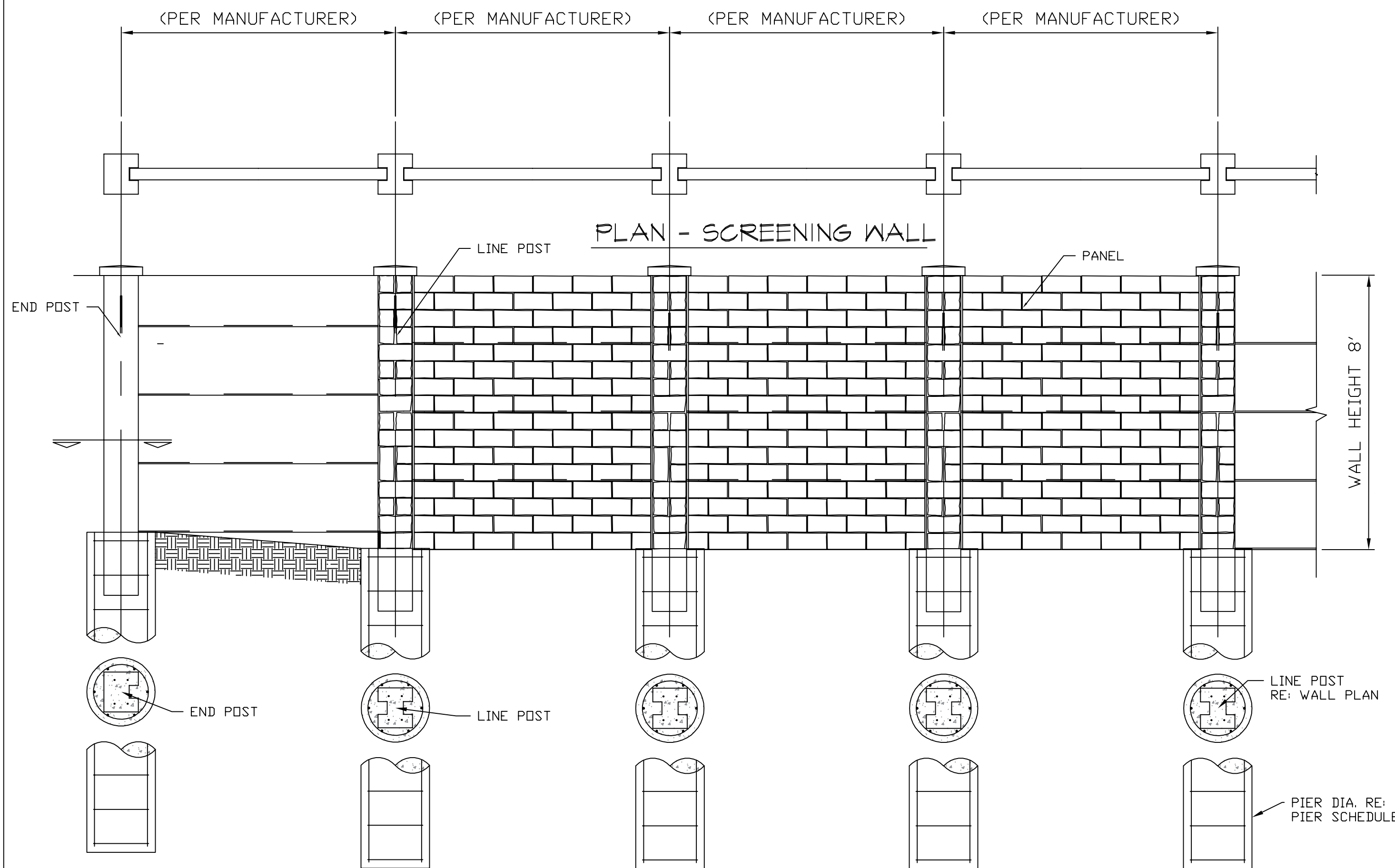
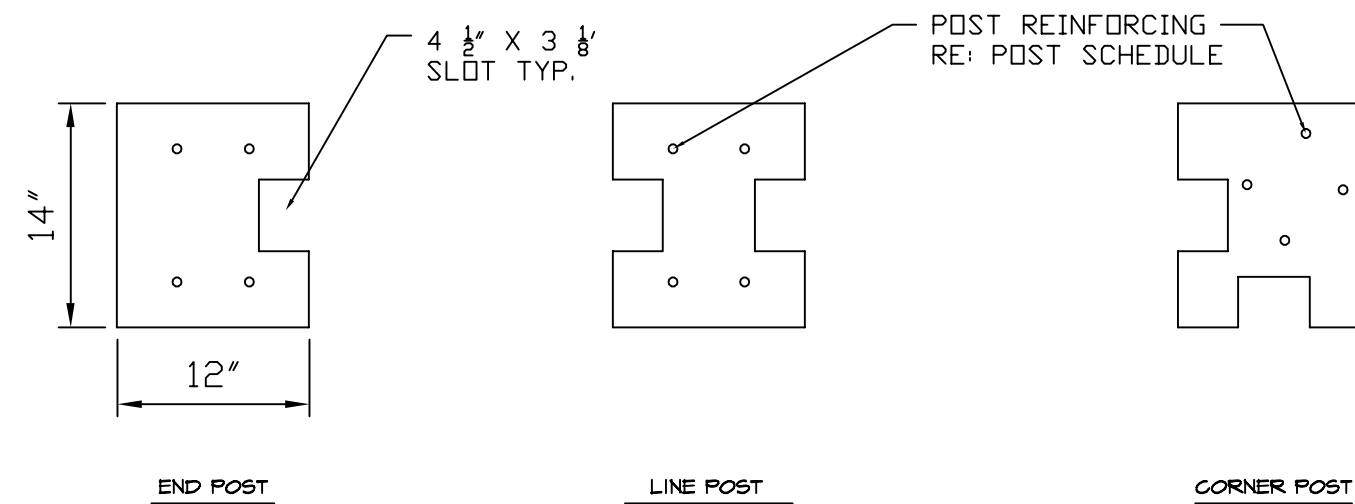
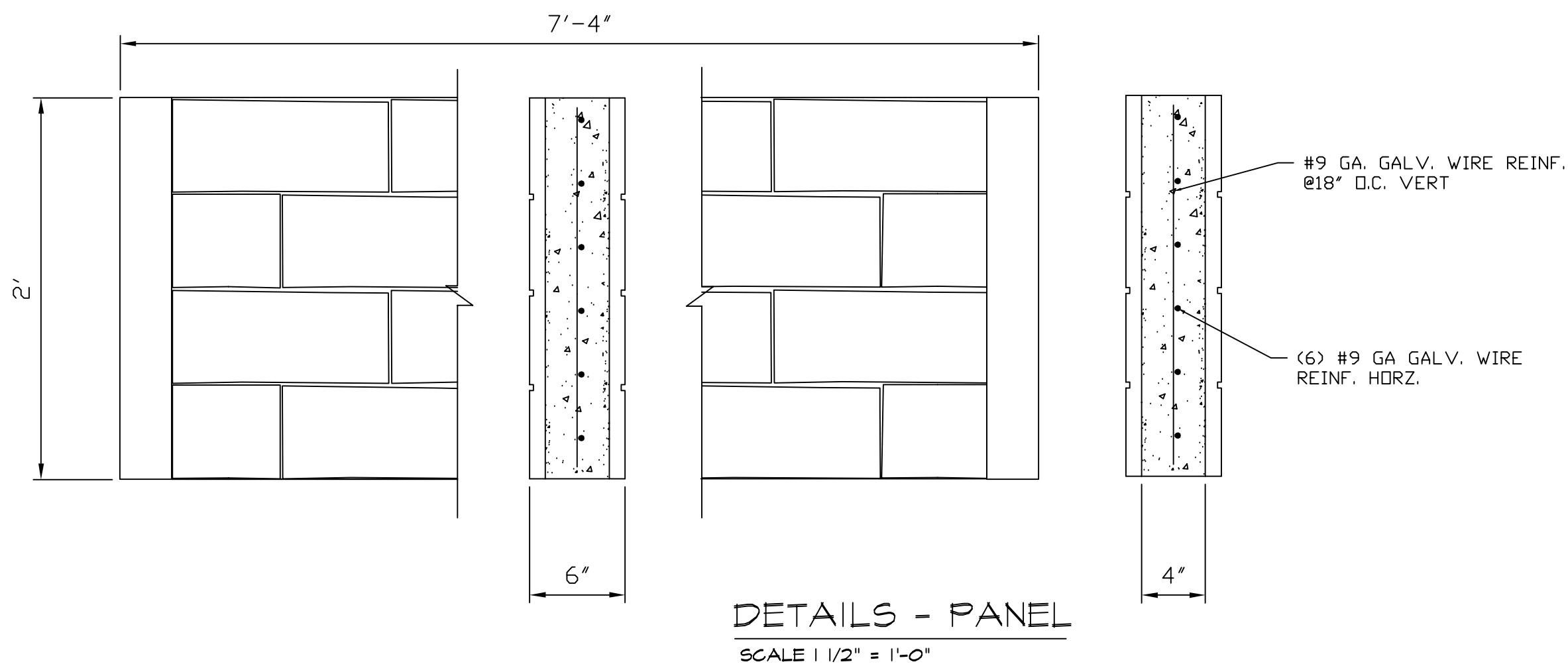


STATION ELEVATIONS
FOR
ONCOR DUNHAM SUBSTATION
DUNHAM ROAD & HAYNES ROAD
FLOWER MOUND, TX 76262
PROPOSED ZONING: ZPD
BEING 158.80 ACRES
OUT OF
THE RHODY KING SURVEY, ABSTRACT NO. 700
IN THE
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
Oncor
777 Main St, Suite 707
Fort Worth, TX 76102
Tel: (817) 215-6807
Contact: Seth Sampson

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Rob Myers, P.E.

DESIGNED: RJM	DRAWN: KPH	CHECKED: RJM	SCALE: AS SHOWN	DATE: 10/27/2022	KH PROJECT NO.:
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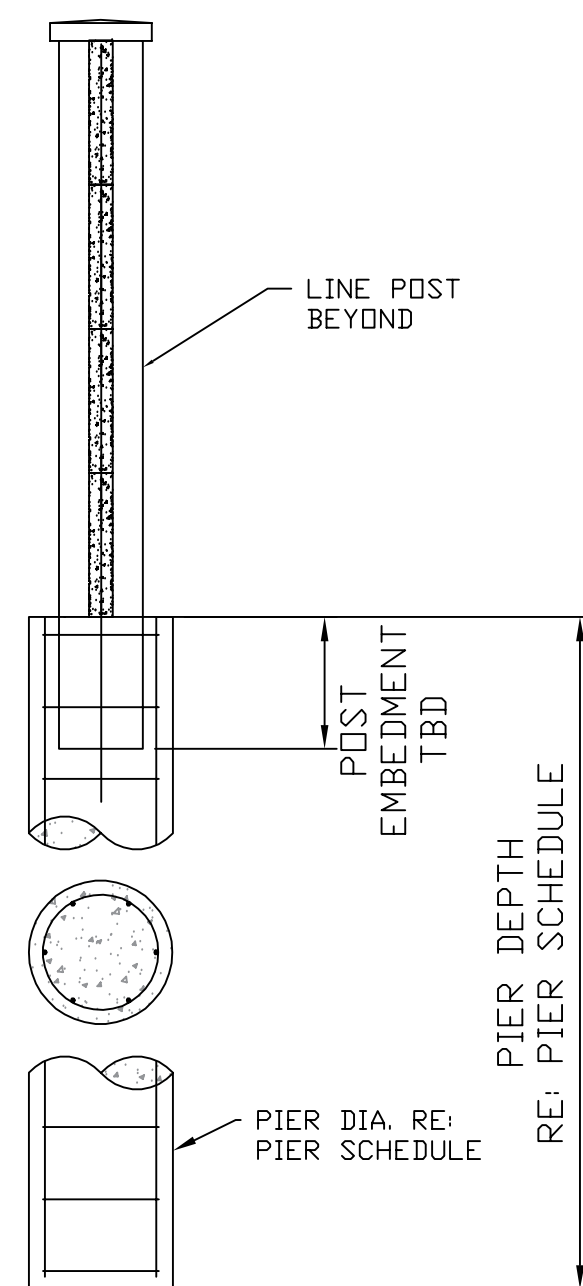


ELEVATION - SCREENING WALL

SCALE 3/8" = 1'-0"



8' HEIGHT SCREEN WALL



SPECIFICATIONS AND NOTES:

GENERAL:

- THIS DRAWING IS A GENERIC DRAWING AND IS NOT TO BE USED FOR ESTIMATING OR BUILDING PURPOSES.
- DESIGN LOADS WILL BE DETERMINED BY THE APPROPRIATE CODES AS DETERMINED BY THE LOCAL REGULATIONS.
- PRODUCT TO BE MANUFACTURED BY A NPGA CERTIFIED PLANT. STRUCTURAL PROPERTIES TO COMPLY WITH THE EVALUATION REPORT ESR-4772 BY THE 166-ES.

MANUFACTURER:
SUPERIOR CONCRETE PRODUCTS
1203 RAIDER DRIVE
EULESS, TX 76040
PHONE No.: (817) 277-9255
FAX No.: (817) 261-0194

- SCREENING WALL IS TO BE CONSTRUCTED ENTIRELY IN THE PROJECT PROPERTY.
- SHOULD DRAINAGE BE REQUIRED, THE BOTTOM PANEL SHALL BE RAISED 2'-4" ABOVE THE GRADE BY MEANS OF A CONCRETE FILLED "SCHEDULE 80 PVC PIPE" PLACED IN THE GROOVE OF THE RESPECTIVE POSTS

- WALL TO BE "TBD" INTEGRAL COLOR.

CONCRETE:

- CONCRETE MATERIALS:
 - CONCRETE SHALL BE NORMAL WEIGHT CONCRETE HAVING SAND AND GRAVEL OR CRUSHED STONE AGGREGATES, MIXED WITH ASTM-C150, TYPE I OR TYPE III PORTLAND CEMENT TO MEET MINIMUM COMPRESSIVE STRENGTH AS FOLLOWS.
 - PANELS & POSTS: 5000 PSI @ 28 DAYS
 - FOOTINGS & PIERS: 3500 PSI @ 28 DAYS
 - SIDEWALKS & NON-STRUCTURAL: 2500 PSI @ 28 DAYS
 - WATER USED FOR CONCRETE SHALL BE CLEAN WATER AND FREE FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIS, ORGANIC OR OTHER DELETERIOUS SUBSTANCES.

CONCRETE WORKMANSHIP:

- FRESH POURED CONCRETE SHALL BE TAMPED INTO PLACE BY A STEEL RAMMER, SLICING TOOLS OR MECHANICAL VIBRATOR, UNTIL CONCRETE IS THOROUGHLY COMPACT AND WITHOUT VOID.
- MAKE EXCAVATIONS FOR FOOTINGS TO UNDISTURBED SOIL OR TO THE DEPTH NOTED ON THE DRAWINGS. LEAVE THE BOTTOM BEARING SURFACE CLEAN AND SMOOTH. IF FOOTING EXCAVATIONS ARE MADE DEEPER THAN INTENDED, ONLY CONCRETE SHALL BE USED FOR FILL. REMOVE ALL LOOSE MATERIAL FROM EXCAVATIONS PRIOR TO CONCRETE POUR.

REINFORCEMENT:

1. REINFORCING MATERIAL:

- DEFORMED TYPE BARS SHALL CONFORM TO ASTM-A615, GRADE 60, PLACED AS SHOWN ON THE DRAWINGS.
- ALL TIES AND STIRRUPS SHALL CONFORM TO THE REQUIREMENTS OF ASTM-A615 GRADE 40.
- PANEL REINFORCEMENT SHALL BE STEEL REINFORCING WIRE AND SHALL MEET U.S. STEEL WIRE GAGE, ASTM-A641/A641M-98, $F_y = 10,000$ PSI MIN. GALVANIZED.

2. REINFORCING WORKMANSHIP:

- REINFORCEMENT STEEL SHALL BE FABRICATED IN ACCORDANCE WITH CRSI STANDARD DETAILS. REINFORCING BARS SHALL BE COLD-BENT ONLY. USE OF HEAT TO BEND REINFORCEMENT STEEL SHALL BE CAUSE FOR REJECTION.
- REINFORCEMENT STEEL, BARS AND WIRE FABRIC, SHALL BE THOROUGHLY CLEANED BEFORE PLACING AND AGAIN BEFORE CONCRETE IS PLACED, AND SHALL BE ACCURATELY POSITIONED AND SECURED IN PLACE. PROVIDE STANDARD BAR CHAIRS FOR ALL BEAM STEEL. NO BRICK OR POROUS MATERIALS MAY BE USED TO SUPPORT THE STEEL OFF THE GROUND.
- INSTALL ALL REINFORCEMENT WITH THE FOLLOWING CLEARANCES BETWEEN REINFORCING STEEL AND FACE OF CONCRETE:
 - FOOTING, PIER, OR BEAM BOTTOMS: 3"
 - EARTH-FORMED, PIER OR BEAM SIDES: 2"
 - FORMED FOOTING, PIER OR BEAM SIDES, EXPOSED 1"
 - PRECAST EXPOSED TO WEATHER, PANELS: 3/4"
 - PRECAST EXPOSED TO WEATHER, POSTS: 1 1/4"
- SPLICES WITHIN CONTINUOUS UNSCHEDULED REINFORCING STEEL SHALL HAVE A MINIMUM LAP OF 30 BAR DIAMETERS.

SOILS:

- FOOTING SIZE IS BASED ON THE FOLLOWING MINIMUM SOIL PROPERTIES:
 - SOIL COMPACTION: 90% STD. PROCTOR
 - BEARING CAPACITY: 1500 PSF

REVISIONS

6' SUPERIOR CUTSTONE
GENERIC DRAWING

SUPERIOR-CUTSTONE™
Manufactured By
SUPERIOR CONCRETE PRODUCTS
1203 RAIDER DRIVE EULESS TX 76040
1 (800) 942-9255 (817) 277-9255

DATE: 7/27/22

DRAWN: J.C.

JOB# _N/A_

GENERIC
DRAWING

SHEET 1
OF 1 SHEET(S)

NOTE:
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION
NOT FOR ESTIMATING

NOTE:
1. FENCE WILL BE STEPPED
ACCORDING TO CHANGES IN
GRADE



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: April 17, 2023
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2023, in the principal amount not to exceed \$7,895,000, for the purpose of paying for waterworks and sewer system improvements.**

BACKGROUND: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2023, (Certificates) in the principal amount not to exceed \$7,895,000 to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the first publication at least 46 days prior to the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 2022-2023 Five-year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 17, 2022, the Town Council approved a reimbursement resolution for an amount not to exceed \$7,895,000 to fund improvements to water and wastewater system projects and the costs of issuance of the debt.

In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on June 19, 2023, with the sale being conducted on the proposed date of June 20, 2023. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and the Chief Financial Officer authority to approve all necessary documents and finalize the sale.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$7,895,000

Proposed Expenditure/(Revenue)
\$(7,895,000)

Account Number(s):

The utilities system will fund the waterworks and sewer system improvements.

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard notice of intent was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. FY 2022-23 Debt Sale Projects

2. Calendar of Events 2023
3. Flower Mound CO 2023 - Intent Resolution

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

Utility Capital Projects**Water Projects:**

Cedarcrest Water Line	\$ 1,080,000
Morriss Road Water Lines Phase III (Eaton to Waketon Road)	2,278,000
Royal Oaks Water Line Replacement Phase I	1,230,000
US 377 at FM 1171 Water Line Loop/Relocation	1,000,000
	<u>\$ 5,588,000</u>

Wastewater Projects:

Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	<u>\$ 2,155,000</u>
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Total Utility	<u>\$ 7,743,000</u>
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Estimated financing costs	<u>\$ 152,000</u>
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Grand Total of Debt Issuance	<u>\$ 7,895,000</u>
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TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2023
General Obligation Refunding Bonds, Series 2023

Proposed Schedule of Events

April 2023							May 2023							June 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	

Proposed Date

Action

April 17, 2023	Town Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)
April 25, 2023	Post Notice of Intent to Issue CO's on Town's website (at least 45 days prior to sale)
April 30, 2023	Initial publication of Notice of Intent to Issue CO's (at least 46 days prior to sale).
May 7, 2023	Second publication of Notice of Intent to Issue CO's.
May 24, 2023	Hilltop sends out initial draft of POS for review and comment. Hilltop sends necessary information to Standard & Poors (S&P) and Fitch Ratings (Fitch).
May 31, 2023	Comments on initial draft of POS due to Hilltop.
June 2, 2023	Hilltop sends second draft of POS to parties for review and comment.
June 6, 2023	Conference calls with rating agencies (tentative) Due Diligence Call and Underwriter's Counsel (tentative).
June 9, 2023	Comments on second draft of POS due to Hilltop.
June 13, 2023	Hilltop submits POS for electronic distribution via internet.
June 16, 2023	Receive ratings.
June 19, 2023	Town Council considers parameters Ordinance for Certificates and Bonds (6:00 pm Regular Meeting)
June 20, 2023	Certificate and Bond Pricing. Pricing Certificate and BPA signed.
June 21, 2023	Draft of Final Official Statement distributed for review.
June 23, 2023	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
June 26, 2023	Final Official Statement posted to internet and sent to printer.
June 29, 2023	Written Final Official Statement received by all parties.
July 7, 2023	Hilltop to notify all parties of closing and delivery instructions.
July 12, 2023	Closing and Delivery.

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. ____-23****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (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, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

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

SECTION 1

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed SEVEN MILLION EIGHT HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$7,895,000) for the purpose of paying contractual obligations to be incurred for (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, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2

The Town Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3

This resolution shall take effect on the date of its passage.

RES. __-23

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 17th DAY OF APRIL, 2023.

APPROVED:

Derek France, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on June 19, 2023, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed SEVEN MILLION EIGHT HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$7,895,000) for the purpose of paying contractual obligations to be incurred for (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, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$138,725,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$178,377,550; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$11,052,075; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2043. The above information includes \$97,595,000 in principal amount of outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes. In the event these self-supporting revenue sources are insufficient to pay debt service, the Town is obligated to levy ad valorem taxes to pay such debt obligations. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Theresa Scott,
TOWN SECRETARY

TOWN COUNCIL FUTURE AGENDA ITEMS

	Meeting Date	Agenda Item	Category
1.	04/20/2023	Denco Area 9-1-1 District (DENCO) overview of public safety activities by Exec. Director Greg Ballentine	Other
2.	04/20/2023	Presentation and discussion of the Town's preparation and response to surface transportation incidents	Other
3.	04/20/2023	Presentation and discussion on potential updates to the Town's Urban Design Plan	Other
4.	04/20/2023	Placeholder/Tentative: Appropriate pruning of trees in Town	Other
5.	04/20/2023	TENTATIVE: Legislative Update	Other
6.	05/01/2023	Consider approval of the minutes from a regular meeting on 4/17 and a work session held on 4/20.	Minutes
7.	05/01/2023	Consider approval of a Professional Services Agreement with Flock Group, Inc., to provide equipment, installation, technical support, and software for license plate reader technology at five (5) locations along Town roadways as part of a sixty-day pilot period as no cost-effectiveness trial to evaluate effectiveness for consideration as a decision package in the FY 23 - 24 fiscal budget; and authorization for the Mayor to execute same on behalf of the Town.	Professional Service Agreement
8.	05/01/2023	Consider approval of the expansion of the Assureon, "Chain of Evidence" storage server, on GSA contract, from Soccour Solutions, in the amount of \$51,171.	Contracts
9.	05/01/2023	Consider approval of a TIRZ Consulting agreement with P3 Works LLC.	Contracts
10.	05/16/2023	Oak Street Lift Station and Force Main Phase IV - Testing PSA	Professional Service Agreement
11.	05/16/2023	Consider approval of the minutes from a regular meeting held on 5/1.	Minutes
12.	05/16/2023	Public Works Week Proclamation (May 21- 27)	Presentation
13.	05/16/2023	Forest Vista AC Water Line Decommissioning - Design PSA	Professional Service Agreement
14.	05/16/2023	Lakeside Parkway Capacity Improvements - Design PSA	Professional Service Agreement
15.	05/16/2023	Placeholder: Canvass Results from May 6 Election	Elections
16.	05/16/2023	Placeholder: Canvass Results from May 6 Bond Election	Elections

TOWN COUNCIL FUTURE AGENDA ITEMS

	Meeting Date	Agenda Item	Category
17.	05/16/2023	Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary Elite Chef Competition	Other
18.	05/16/2023	Upper Timber Interceptor (Morriss Road to One Place Lane) - Buyboard Award	Contracts
19.	05/18/2023	The following Boards and Commissions to provide update reports: All Together Flower Mound Animal Services Cultural Arts Environmental Conservation Parks School Liaison Transportation Veterans Liaison	Other
20.	06/05/2023	High Road Water Line Phase II - Construction Agreement	Construction Agreement
21.	06/05/2023	High Road Water Line Phase II - Testing PSA	Professional Service Agreement
22.	06/05/2023	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) - Design PSA	Professional Service Agreement