

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



October 2, 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. Proclamation and presentation of Hometown Hero banner to Justin Suttle.
2. Proclamation for Cybersecurity Awareness Month

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
 - a. 2023/24 Fiscal Year 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. October 16 - Regular meeting

October 19 - Work session

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 9/18, 9/19, & 9/21 - Consider approval of the minutes from a regular meeting held on September 18, and the Board & Commission interview meetings held on September 19 & 21.
2. Glenwick Park Restroom Addition - Consider approval of a Construction Agreement with AUI Partners, LLC, for the Glenwick Park Restroom Addition project, in the amount of \$375,333.87; and authorization for the Mayor to execute the same on behalf of the Town.
3. Cortadera Park Playground Replacement - Consider approval of the purchase and installation of equipment for the 2022-2023 Playground Replacements project, for Cortadera Park Playground, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$69,345.00.
4. Cortadera Park Playground - Artificial Turf Surfacing - Consider approval of the purchase and installation of artificial turf surfacing for the 2022-2023 Playground Replacements project, for Cortadera Park Playground, from We Build Fun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$180,819.67.
5. Agreement with IonWave Technologies for Town's e-procurement system - Consider approval of the Master License and Services Agreement with IonWave Technologies, LLC for the Town's e-procurement system; and authorization for the Mayor to execute the same on behalf of the Town.
6. 2023 NPSOT Trinity Forks Grant Program - Consider approval of a resolution authorizing the acceptance of grant funds from the Trinity Forks Native Plant Society of Texas, which will be used to extend the current Town Hall Monarch Waystation.

K. REGULAR ITEM(S)

1. Repeal Curfew Ordinance - Consider approval of an Ordinance repealing the Town of Flower Mound juvenile curfew ordinance in response to H.B. 1819, effective 9/1/2023.
2. TIRZ #2 Resolution - Consider a resolution setting a public hearing under section 311.003 of the Texas tax code for the creation of a tax increment reinvestment zone containing approximately 3,962 acres of land generally located at the intersection of FM 1171 and US 377 and being wholly located within the corporate limits of the Town of Flower Mound.
3. ZPD22-0001 - Lakeside Center - Public Hearing to consider an ordinance for rezoning (ZPD22-0001 – Lakeside Center) to amend Planned Development No. 169 (PD-169) with Campus Commercial uses for both residential and non-residential uses to modify PD-169 boundary to include additional acreage, to modify development standards, and to request certain exceptions, modifications and waivers to the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (PZ recommended denial by a vote of 6 to 0 at its September 25, 2023, meeting.)
4. TRP22-0021 - Lakeside Center - Public Hearing to consider an application for a tree removal permit (TRP22-0021) for six (6) specimen trees on property proposed for development as Lakeside Center Phase II. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Environmental Conservation Commission recommended denial for all six (6) specimen trees by a vote of 6-0-0 at its January 3, 2023, meeting.)
5. ZPD223-0003 - Lakeside Crossing - Public Hearing to consider an ordinance for rezoning (ZPD22-0003 – Lakeside Crossing) to amend Planned Development No. 153 (PD-153) with Campus Commercial uses for both residential and non-residential uses to modify PD-153 boundary to exclude acreage, to modify development standards, and to request certain exceptions, modifications and waivers to the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (PZ recommended approval only for the Building 2 Elevations and Split Parking Ratios by a vote of 6 to 0 at its September 25, 2023, meeting.)
6. TRP22-0022 - Lakeside Crossing - Public Hearing to consider an application for a tree removal permit (TRP22-0022) for one (1) specimen tree on property proposed for development as Lakeside Crossing. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Environmental Conservation Commission recommended denial by a vote of 6-0-0 at its January 3, 2023, meeting.)
7. MPA23-0004 - Urban Design Plan and Area Plans Refresh - Public Hearing to consider an ordinance amending the Master Plan (MPA23-0004 – Urban Design Plan and Area Plans Refresh) by amending Section 2 “Area Plans,” and Section 4 “Urban Design Plan,” for the purpose of merging all area plan elements in one component of the Master Plan and to refresh the Urban Design Plan. (PZ

- recommended approval, with the recommendation gray be added to the proposed matrix, by a vote of 6 to 0 at its September 11, 2023, meeting.)
8. LDR23-0002 - Nonresidential Design - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR23-0002 – Nonresidential Design) by amending Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend nonresidential exterior design standards. (PZ recommended approval by a vote of 6 to 0 at its September 11, 2023, meeting.)
 9. DCAD Board of Directors Nomination - Town Council to consider approval of a resolution to nominate individuals to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central (DCAD) Appraisal District.

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, 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.

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. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
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.
5. Annual Performance Review of Town Secretary.

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

O. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: September 29, 2023, at 3:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for 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.

To preview upcoming items of business that may appear on future agendas click [HERE](#).

FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
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SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING



September 18, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Mayor
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3

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
Tammy Wilson, CFO
Tom Vyles, Health Manager, Environmental Services
Blake Manuel, Intern, Town Manager's Office
Dale Crown, Senior Project Engineer

B. INVOCATION

Chaplain McNamer led 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 for Live United

Mayor France recited the proclamation and presented it to United Way representatives.

2. Food Safety Awards

Mr. Vyles announced the winners of the food safety awards as follows:

- Full-service Restaurant: Texas Roadhouse, 3811 Long Prairie Rd.
- Hospital/Assisted Living: Texas Health Presbyterian, 4400 Long Prairie Rd.
- Fast Food: Panda Express, 2521 Flower Mound Rd.
- Sandwich Deli: Firehouse Subs, 6100 Long Prairie Rd.

E. PUBLIC COMMENT

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- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

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

	Speaker name and address	Subject (as written on the form)
1.	James Terral, 4028 Oak Park Dr	Budget - Kirkpatrick extension
2.	Kevin Hutchens, 370 Northwood Dr	ZPD22-0001 & 0003
3.	Matt Hurst, 4158 Meadowview Dr, Argyle	Public Comment
4.	Joe Bernard, 10605 Sunrise Cir with donated from: Dana Ellsworth, 1419 Limerick Ct, Keller Richard Ellsworth, 1419 Limerick Ct, Keller	Public Comment
5.	Rober Morreira, 4717 Oak Tree*	No topic indicated on the speaker card
6.	Mary Jo Lengnick, 1701 Marble Pass Dr*	ZPD22-0001/0003 (opposition)
7.	Clare Harris, 416 Northwood Dr*	ZPD22-0001/0003 (opposition)
8.	Julie Hutchen, 4200 Broadway Ave	ZPD22-0001/0003 (opposition)

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor France and Town Council members announced various past and future community events, in addition to providing details about the next Charter Review Commission meeting on October 4th.

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
4. Resident Survey Results
Mr. Manuel gave a presentation identifying or noting:
 - role of resident surveys in local governance
 - survey mechanisms
 - Flower Mound 2023 resident survey background information, and results in the areas of livability, quality of life, services
 - improvements from the 2019 survey
 - areas to improve
 - online open-participation survey
 - survey conclusion

Mayor France noted the importance of the data being overlayed with what was discussed at the recent Council retreat to ensure that information lines up with residents' needs and to confirm that Council is on the right path.

5. Tax Increment Reinvestment Zone (TIRZ) #2
Mr. Childers reported that the formal process for TIRZ No. 2 will begin at the October 2nd meeting, and there will be an agenda item for its creation by Resolution, and a project and finance plan will be included, followed by a November 6th meeting notice.

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).

Mayor France requested a future agenda item to discuss special event regulations, to

possibly streamline the process, or to allow some exceptions for business owners. There was Council consensus to move forward with a future agenda item on this topic.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all members of Council plan to attend the following meetings.

1. September 19 & 21 - Board & Commission Interview sessions
2. October 2 - 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.

ACTION: Councilmember Brian Taylor moved to approve Consent items J.1-17 as presented in the agenda caption. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Chris Drew, Adam Schiestel, Jim Engel, Brian Taylor, Ann Martin

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 8/21 - Consider approval of the minutes from a regular meeting held on August 21.
2. Karnes Road Street Improvements - Consider approval of a Construction Agreement with Cam-Crete Contracting, LLC, for the Karnes Road Street Improvements project, in the amount of \$474,797.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Waketon Rd Phase II - Material Testing PSA Amendment - Consider approval of a First Amendment to the Professional Services Agreement with ECS Southwest, LLP., to increase the fee for material testing services for the Waketon Road Phase II project, in the amount of \$15,264.88; and authorization for the Mayor to execute same on behalf of the Town.
4. Sidewalk Program Annual Contract - Consider approval of the purchase of Concrete Services from Apex Concrete Construction, Inc., for the annual sidewalk program through a City of Southlake interlocal agreement contract, in the estimated annual amount of \$100,000.00
5. Fire Dept. Joint Training Facility - Amendment - Consider the approval of an Amendment to the Interlocal Agreement between the City of Lewisville, the Town of Flower Mound, and the City of Highland Village for the design, construction,

maintenance, operation, and management of a Joint Firefighting Training Facility.

6. TexPool Authorized Representatives - Consider approval of the Town's authorized representatives form as required by the Texas Local Government Investment Pool (TexPool).
7. Investment Policy Resolution - Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.

RESOLUTION NO. 20-23

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

8. Debt obligations paying agent/registrar - Consider all matters incident and related to appointing a successor paying agent/registrar for certain outstanding debt obligations of the Town, including the adoption of a resolution pertaining thereto.
9. 2024 TSLAC Texas Reads Grant - Consider acceptance of grant funds from the Texas State Library and Archives Commission (TSLAC) for the FY 2024 Texas Reads Grant Program and execution of an agreement with TSLAC; and authorization for the Mayor to execute said agreement on behalf of the Town.
10. Atmos Rate Case - Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.

RESOLUTION NO. 21-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN

MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

11. Roof Repair/Replace - Town buildings - Consider the approval of a proposal from Paragon Multi Family Roofing Inc. for the replacement of steep slope shingle roof systems in the amount of \$148,599.00 through the TIPS Purchasing Network utilizing contract number 22010702.
12. CAC HVAC Refurbish - Consider the approval of quotes from Trane USA Inc. for the evaluation and refurbishment of the primary HVAC systems at the Community Activity Center in the amount of \$54,596 utilizing Co-op or Federal Contract ID: Omnia Racine #3341.
13. Trotter Park Master Plan Design - Consider the approval of a Professional Services Agreement with MHS Planning & Design, LLC for the master planning of Trotter Park, in the amount of \$46,920.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Vehicle Purchases - PD - Consider approval of purchasing two (2) 2023 Chevrolet Tahoes with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Lake Country Chevrolet for \$132,454.
15. Health Science Feasibility Study - Consider approval of a Professional Services Agreement with Tripp Umbach, INC for a feasibility study on expanding academic health sciences and clinical programs in Flower Mound, in a not to exceed amount of \$70,000.
16. Denton County DA Local Agreement - Consider approval to terminate the existing Local Agreement and enter into a new Local Agreement with the Denton County District Attorney's Office and the Flower Mound Police Department in regards to seizures filed under Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure in Denton County, Texas
17. Food Protection Manager - Ord. Amendment - Consider approval of an ordinance amending Chapter 18, "Businesses," Article III "Food and Food Establishments," by amending Section 18-151, "Registration required," and amending Appendix A, "Fee Schedule," by removing the registration fee for Section 18-123, of the Code of Ordinances of the Town of Flower Mound in response to S.B 577.

ORDINANCE NO. 36-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 18-151 "REGISTRATION" OF SUBDIVISION III "FOOD PROTECTION MANAGER" OF DIVISION 2 "FOOD SERVICE

ESTABLISHMENT” OF ARTICLE III “FOOD AND FOOD ESTABLISHMENTS” OF CHAPTER 18 “BUSINESS” OF THE FLOWER MOUND CODE, TO ELIMINATE LOCAL REGISTRATION OF A FOOD MANAGER; AMENDING APPENDIX A “FEE SCHEDULE” TO REMOVE THE FOOD PROTECTION MANAGER’S REGISTRATION FEE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

K. REGULAR ITEM(S)

1. FY 23-24 Town Budget Adoption - Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, and making appropriations for each fund and department.

Mayor France opened items 1 - 4 at the same time.

Ms. Wilson gave a presentation for items 1 - 4 identifying or noting:

- 2024 proposed tax rate
- debt service fund
- no-new revenue tax rate
- voter approval tax rate
- average property tax bill (last 10 years)
- required budget and tax rate adoption language
- changes since the proposed budget
- overview of general, utility, and stormwater funds
- water/wastewater and stormwater rates
- Crime Control & Prevention District
- Fire Control, Prevention & Emergency Medical Services District
- Capital Improvement Program overview

Mayor France opened the public hearing at 6:59 p.m. for item number 4. No one spoke. Mayor France closed the public hearing at 6:59 p.m.

There was Council discussion regarding the pros and cons associated with keeping the proposed tax rate as presented or reducing it.

Motion - Part 1:

ACTION:	Deputy Mayor Pro Tem Ann Martin moved to approve item K.1 as presented in the agenda caption. Councilmember Brian Taylor seconded the motion.
AYES:	Adam Schiestel, Jim Engel, Brian Taylor, Ann Martin
NAYS:	Chris Drew
ABSTAIN:	None
RESULT:	4 : 1

Motion - Part 2:

ACTION: Mayor Pro Tem Engel moved to ratify the property tax revenue increase reflected in the FY23-24 budget. Councilmember Brian Taylor seconded the motion.

AYES: Adam Schiestel, Jim Engel, Brian Taylor, Ann Martin, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5: 0

ORDINANCE 37-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SINKING FUND AND OTHER OBLIGATIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

2. FY 23-24 Fire District Budget Adoption - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve item K.2 as presented in the agenda caption. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Chris Drew, Adam Schiestel, Jim Engel, Brian Taylor, Ann Martin

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

RESOLUTION NO. 22-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY

MEDICAL SERVICES DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

3. FY 23-24 Crime District Budget Adoption - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve item K.3 as presented in the agenda caption. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Chris Drew, Adam Schiestel, Jim Engel, Brian Taylor, Ann Martin

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

RESOLUTION NO. 23-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

4. FY 23-24 Tax Rate Adoption - Public Hearing to consider approval of an ordinance adopting the 2023 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.3873 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2023.

ACTION: Deputy Mayor Pro Tem Ann Martin moved that the property tax rate be increased by the adoption of a tax rate of \$0.387300 per \$100 of assessed value, which is effectively a 7.88 percent increase in the tax rate; and moved to approve an ordinance adopting the 2023 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, and for each fiscal year thereafter until otherwise

provided, at the rate of \$0.387300 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2023. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Adam Schiestel, Jim Engel, Brian Taylor, Ann Martin
NAYS: Chris Drew
ABSTAIN: None
RESULT: 4 : 1

ORDINANCE NO. 38-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$0.3873 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2023; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE TOWN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2023 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

5. Morriss Road Water Lines Phase III (Eaton to Waketon) - Consider approval of a Construction Agreement with Flow-Line Construction, Inc., for the Morriss Road Water Lines Phase III (Eaton to Waketon) project, in the amount of \$6,999,712.00; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Crown gave a presentation identifying or noting:

- project overview
- verified bid results
- project schedule

and he, or Ms. Bruce, responded to questions or comments from Council regarding:

- concerns regarding the possibility of future change orders
- cost drivers of the project given the distance
- performance guarantees
- timing and purpose of the eight-month delay

- impact on the automated signal technology during construction

ACTION: Mayor Pro Tem Jim Engel moved to approve item K.5 as presented in the agenda caption. Councilmember Chris Drew seconded the motion.

AYES: Chris Drew, Adam Schiestel, Jim Engel, Brian Taylor, Ann Martin

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

6. CSP23-0003 - Flower Mound Cemetery Ground Sign - Public Hearing to consider a request for a Comprehensive Sign Package (CSP23-0003 – Flower Mound Cemetery Ground Sign) for Flower Mound Cemetery. The property is generally located south of Flower Mound Road and west of Strait Lane. (PZ recommended approval by a vote of 6 to 0 at its September 11, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general & detailed location
- land use and zoning
- Flower Mound cemetery sign (proposed)
- comprehensive sign package (purpose)
- site photos
- sign location

and she responded to questions or comments from Council regarding:

- right-of-way access

Applicant Presentation

David Slear, High Tech Signs DFW and John Purser, President of the Flower Mound Cemetery Association

Mr. Slear or Mr. Purser responded to questions from Council regarding the sign being in the right-of-way.

Mayor France opened the public hearing at 7:30 p.m. No one spoke. Mayor France closed the public hearing at 7:30 p.m.

ACTION: Councilmember Brian Taylor moved to approve as presented in the agenda caption. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Chris Drew, Adam Schiestel, Jim Engel, Brian Taylor, Ann Martin

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: Animal Services Board, Capital Improvements Advisory Committee, 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 discussion.

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:

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

1. Consultation with Town Attorney.

a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al

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

The Town Council did not convene into a closed meeting.

O. ADJOURN

Mayor France adjourned the meeting at 7:31 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Meeting Board & Commission Interview Session #1



September 19, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Mayor
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3

constituting a quorum with the following members of the Town Staff participating:
Theresa Scott, Town Secretary

B. 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

No one spoke.

C. BOARDS/COMMISSIONS

The Town Council conducted interviews with:

1. Massiel Cohn
2. Sarah Ledbetter
3. Cheryl Moore
4. Virginia Curry

5. Joel Terry
6. Beth Soderberg
7. Deb Fitzpatrick
8. Mike Bean
9. Gary Kappelman
10. Justin DeFillippo
11. Erica Mulder
12. Tamera Bennett
13. Robert Morreira
14. Alison F. Moranta
15. Denise Wooten
16. Clare Harris
17. Brian Dench
18. Danielle Workman
19. Robert DuFresne
20. Huriel Gonzalez
21. Angie Cox
22. Timothy Shea

for the following boards, commissions, or committees:

1. Conduct interviews for the following boards or commissions:
 1. Animal Services Board
 2. Board of Adjustment/Oil & Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)
 3. Community Development Corporation
 4. Cultural Arts Commission (CAC)
 5. DCTA Board of Directors (Town appointed representative)
 6. Environmental Conservation Commission (ECC)
 7. Parks Board
 8. Planning & Zoning Commission/Capital Improvements Advisory Committee (Places 1, 2, 3, 4, 5, 6, 7, 8, 9)
 9. School Liaison Committee
 10. SMARTGrowth Commission
 11. Tax Increment Reinvestment Zone Number One (TIRZ #1)
 12. Transportation Commission
 13. Veterans Liaison Board

2. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, or procedures regarding the above referenced boards or commissions.
No action taken.

D. CLOSED MEETING

The Town Council to convene in a closed meeting pursuant to Texas Government Code Chapter 551.074, to discuss matters relating to personnel, as follows:

No action taken.

1. 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.

E. RECONVENE

No action taken.

F. ADJOURN

Mayor France adjourned the meeting at 8:18 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Meeting Board & Commission Interview Session #2



September 21, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:01 p.m. with the following members present:

Derek France, Mayor
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3

constituting a quorum with the following members of the Town Staff participating:
Theresa Scott, Town Secretary

B. 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

No one spoke.

C. BOARDS/COMMISSIONS

Town Council conducted interviews with:

1. Prabu Jagantan
2. Greg Schultz
3. Murthy Mantha
4. Nagesh Kunamneni

5. Radhika Mulastanam
6. Ryan Geddie
7. Caroline Bumgarner
8. Ashish Puri
9. Todd Bayuk
10. Grace Platon
11. Laura Spurlock
12. Anurag Sharma
13. Ronad Grife
14. Barbara Kraus
15. Chris Chastain
16. John Mignone
17. Scott Langley
18. Doug Graves
19. Bob Kohankie

for the following boards, commissions, or committees:

1. Conduct interviews for the following boards or commissions:
 1. Animal Services Board
 2. Board of Adjustment/Oil & Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)
 3. Community Development Corporation
 4. Cultural Arts Commission (CAC)
 5. DCTA Board of Directors (Town appointed representative)
 6. Environmental Conservation Commission (ECC)
 7. Parks Board
 8. Planning & Zoning Commission/Capital Improvements Advisory Committee (Places 1, 2, 3, 4, 5, 6, 7, 8, 9)
 9. School Liaison Committee
 10. SMARTGrowth Commission
 11. Tax Increment Reinvestment Zone Number One (TIRZ #1)
 12. Transportation Commission
 13. Veterans Liaison Board

2. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, or procedures regarding the above referenced boards or commissions.
 Administrative Note: Some members were moved from alternate to regular places within the same board. Some members were moved to a different board.

At 8:24 p.m. Town Council convened to the Pre-Council Room and reconvened to Jody Smith Hall at 9:39 p.m. The following appointments and reappointments were made in Jody Smith Hall after item E.

ACTION: For the **Animal Services Board**, Deputy Mayor Pro Tem Martin moved to appoint or reappoint:
Robyn Read, Place 1
David Boehner, Place 3
Rebecca Burton, Place 5
Ann Martin, Place 7
Deborah Fitzpatrick, Place 8, Alternate
Elizabeth Soderberg, Place 9, Alternate
and with a term beginning October 1, 2023, and ending September 30, 2025, for odd number places, and September 30, 2024, for even number places. Councilmember Schiestel seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None

RESULT: 5 : 0

ACTION: For the **Cultural Arts Commission**, Mayor Pro Tem Engel moved to appoint or reappoint:
Ron Miller, Place 1
Beth Dilley, Place 3
Ginene Delcioppo, Place 4
Colleen Russ, Place 5
Laverne Amsterdam, Place 7, Alternate
Murthy Mantha, Place 8, Alternate
and with a term beginning October 1, 2023, and ending September 30, 2025, for odd number places, and September 30, 2024, for even number places. Deputy Mayor Pro Tem Martin seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None

RESULT: 5: 0

ACTION: For the **Environmental Conservation Commission**, Councilmember Taylor moved to appoint or reappoint:
Anurag Sharma, Place 1
Laura Spurlock, Place 3
Alton Bowman, Place 5
Clare Harris, Place 7
Juli Greenberg, Place 9, Alternate
Danielle Workman, Place 10, Alternate
and with a term beginning October 1, 2023, and ending September 30, 2025, for odd number places, and September 30, 2024, for even number places. Councilmember Schiestel seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None
RESULT: 5 : 0

ACTION: For the **Parks Board**, Councilmember Schiestel moved to appoint or reappoint:
Christopher Chastain, Place 1
Ervin West, Place 2
Teresa Thomason, Place 3
Holly Royer, Place 5
Jennifer Romaszewski, Place 7
Susan Borella, Place 8, Alternate
Doug Graves, Please 9, Alternate
and with a term beginning October 1, 2023, and ending September 30, 2025, for odd number places, and September 30, 2024, for even number places. Mayor Pro Tem Engel seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None
RESULT: 5 : 0

ACTION: For the **School Liaison Committee**, Councilmember Schiestel moved to appoint or reappoint:
Caroline Bumgarner, Place 1
Manu Shahi, Place 3
and with a term beginning October 1, 2023, and ending September 30, 2025. Councilmember Taylor seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None
RESULT: 5 : 0

ACTION: For the **SMART Growth Commission**, Councilmember Drew moved to appoint Brian Dench, as the Developer Representative, with a term beginning October 1, 2023, and ending September 30, 2026. Councilmember Schiestel seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None
RESULT: 5: 0

ACTION: For the **Transportation Commission**, Councilmember Taylor moved to appoint or reappoint:
Bjorn Vandug, Place 1
Ron Hogue, Place 3

Jason Huse, Place 4
Erica Mulder, Place 5
Charles Landry, Place 7
Robert Morreira, Place 8, Alternate
John Corbett, Place 9, Alternate
and with a term beginning October 1, 2023, and ending
September 30, 2025, for odd number places, and
September 30, 2024, for even number places.
Councilmember Schiestel seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None

RESULT: 5 : 0

ACTION: For the **Veterans Liaison Board**, Mayor Pro Tem Engel moved to appoint or reappoint:
Matthew Amidon, Place 1
Mike Bean, Place 3
Ben Norris, Place 5
and with a term beginning October 1, 2023, and ending
September 30, 2025, for odd number places, and
September 30, 2024, for even number
places. Councilmember Schiestel seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None

RESULT: 5 : 0

D. CLOSED MEETING

The Town Council to convene into a closed meeting pursuant to Texas Government Code Chapter 551.074 to discuss matters relating to personnel as follows:

Mayor France announced that the Town Council is convening into a closed meeting at 9:39 p.m. on September 21, 2023, pursuant to Texas Government Code Chapter 551, Section .074.

1. 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.

ACTION: For the **Board of Adjustment/Oil and Gas Board of Appeals**, Deputy Mayor Pro Tem Martin moved to appoint or reappoint:
Timothy Shea, Place 1
Gregory Jones, Place 3
Craig Goodhart, Place 5
Justin DeFillippo, Place 7, Alternate

and with a term beginning October 1, 2023, and ending September 30, 2025. Mayor Pro Tem Engel seconded the motion.

AYES: Brian Taylor, Chris Drew, Jim Engel, Ann Martin, Adam Schiestel

NAYS: None

RESULT: 5 : 0

ACTION: For the **Planning & Zoning Commission**, Councilmember Drew moved to appoint or reappoint:
Gregory Schultz, Place 1
Janvier Werner, Place 3
Scott Langley, Place 5
Charles Jostes, Place 7
Cheryl Moore, Place 8, Alternate
Todd Bayuk, Place 9, Alternate
and with a term beginning October 1, 2023, and ending September 30, 2025, for odd number places, and September 30, 2024, for even number places, and with the understanding each member also serves on the **Capital Improvement Advisory Committee and the SMART Growth Commission**. Councilmember Schiestel seconded the motion.

AYES: Brian Taylor, Chris Drew, Ann Martin, Adam Schiestel

NAYS: Jim Engel

RESULT: 4 : 1

E. RECONVENE

The Town Council reconvened into an open meeting at 10:26 p.m. on September 21, 2023, to take action on the above items.

F. ADJOURN

Mayor France adjourned the meeting at 10: 34 p.m. on September 21, 2023.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: October 2, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of a Construction Agreement with AUI Partners, LLC, for the Glenwick Park Restroom Addition project, in the amount of \$375,333.87; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: On August 23, 2023, a total of four bids were received for the Glenwick Park Restroom Addition project. Of the four bids received, three bids were verified and determined responsive. The three responsive bids were tabulated and the lowest qualified bidder was determined to be AUI Partners, LLC with a base bid of \$375,333.87 and is the lowest responsive, responsive bidder. No Bid Alternates were selected as the total would be more than the construction budget for the project; the total award amount for the project is \$375,333.87. The construction budget is \$390,299.00.

BOARD REVIEW/CITIZEN FEEDBACK: This project was recommended by the Parks Board for inclusion on the FY 2022-23 5-Year CIP plan during the May 5, 2022 Parks Board meeting; was approved by the Community Development Corporation during the May 31, 2022 meeting; and was adopted as part of the FY 2022-23 Town Budget by Town Council on September 19, 2022.

ALTERNATIVES: N/A

FISCAL IMPACT: \$375,333.87

Proposed Expenditure/(Revenue)
\$375,333.87

Account Number(s):
317-110-90654-6210

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

ATTACHMENTS:

1. Construction Agreement
2. Verified Bid Tab
3. Form 1295

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

TOWN OF FLOWER MOUND
GLENWICK PARK RESTROOM ADDITION

Bid # 2023-107-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 2nd day of October, 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and AUI Partners, LLC, a Limited Liability Corporation, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

GLENWICK PARK RESTROOM ADDITION,
Bid # 2023-107-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Three Hundred Seventy-Five Thousand Three Hundred Thirty-Three Dollars and Eighty-Seven cents (\$ 375,333.87)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of one-hundred fifty (150) calendar days, and final completion of one-hundred eighty (180) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law

as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work.

Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to

the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of two-hundred forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of two-hundred forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety.

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 2nd day of October, 2023.

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____ (Signature)

_____ (Position)



**Town of Flower Mound
Bid Tab Verified**

Bid No: 2023-107-B – Glenwick Park Restroom Addition

Bid Opening: 8/23/2023 at 11:00 AM

Company	Base Bid Amount	Alternate Bid Amount	Project Bid Amount
AUI Partners LLC	\$ 375,333.87	\$ 33,213.52	\$ 408,547.39
JM Construction Solutions	\$ 488,352.16	\$ 18,815.85	\$ 507,168.01
Fast General Contracting, LLC	\$ 532,937.95	\$ 50,290.94	\$ 583,228.89

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: August 23, 2023



TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: October 2, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of equipment for the 2022-2023 Playground Replacements project, for Cortadera Park Playground, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$69,345.00.**

BACKGROUND: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2022-2023 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Cortadera Park playground is one of the playgrounds funded. Additional funding for this project in the Fiscal Year 2023-2024 was recommended by Parks Board during the April 6, 2023 meeting and approved by the Community Development Corporation on June 20, 2023 based on feedback received from Town residents.

On November 21, 2022 Town Council approved the purchase of new playground equipment for Cortadera Park from Whirlix Design, Inc. This purchase included the removal of the existing equipment, installation of new 2-5 year old equipment, 5-12 year old equipment, swing set, shade structure, and engineered wood fiber play surfacing. The existing playground was scheduled for demolition and replacement in February 2023 but was delayed due to feedback received from residents of the surrounding neighborhood. The complaints received included the perceived lack of equipment in comparison to the existing playground, lack of artificial turf play surfacing, and lack of ADA-accessible swings. Town Staff gathered further input from the residents and held a public meeting on May 11, 2023 to present an updated design aimed to address their concerns. The new design will include additional climbing and spinning equipment, artificial turf play surfacing, and ADA-accessible swings. During this delay Town Staff was also able to contract with Project Playground, a nonprofit company, in order to remove and donate the existing equipment to a less fortunate, international community. This donation is free of charge for the Town and will lower overall demolition costs of the project by up to \$30,000.00. The donation agreement was approved by the Town Manager on August 24, 2023.

Approval of this item will allow for the purchasing and installation of additional playground equipment for the park. Purchase and installation of the artificial turf surfacing will be through a separate contract.

BOARD REVIEW/CITIZEN FEEDBACK: A public input meeting was held on May 11, 2023. The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2022-2023 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Additional funding for this project in the Fiscal Year 2023-2024 was recommended by Parks Board during the April 6, 2023 meeting and approved by the Community Development Corporation on June 20, 2023

ALTERNATIVES: N/A

FISCAL IMPACT: \$69,345.00

Proposed Expenditure/(Revenue)
\$69,345.00

Account Number(s):
317-110-90823-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Playground Equipment - Buyboard Proposal
2. Equipment 3D Renders
3. Form 1295

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



Date: August 28, 2023
Project: Cortadera Park
Location: Flower Mound TX
To: Brennon Peltier

Proposal Expires: 90 days.

BUYBOARD CONTRACT # 679-22, VENDOR # 3120

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

Phase 2- Landscape Structures Playground Equipment, Installation and Freight

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

Phase 2- 03-01

Geoplex Climber w/Installation: \$35,239.00
Whirly-Q w/Installation: \$24,099.00
Single Post Swings (2) Molded Bucket Seats (1) Toddler Arm w/Seat: \$6,982.00
Freight: \$6,675.00
5% Buy Board Discount: -\$3,650.00

TOTAL: \$69,345.00

(Sixty-Nine Thousand, Three Hundred Forty-Five Dollars)

~~**P&P Bond (if needed): \$1,734.00**~~

Base Bid Includes:

- Full Submittal Package
- Warranty As Specified – Best in the Business!
- Certified Installation
- Freight
- ~~○ P&P Bond Add if Needed~~
- Permit/Inspections
- ADA Compliant Play Structures

Base Bid Excludes:

- Sales Tax
- Use of Credit Cards as Payment
- Tuff Timber or Concrete Border
- Drainage besides Fibar Drains
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location

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

- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- Surveying of Site
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Third Party Inspections
- Latrine on Site
- Geotechnical Report
- Wet Stamped Engineering Drawings

Terms: Per Contract Documents or Net 30

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

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



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TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: October 2, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of artificial turf surfacing for the 2022-2023 Playground Replacements project, for Cortadera Park Playground, from We Build Fun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$180,819.67.**

BACKGROUND: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2022-2023 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Cortadera Park playground is one of the playgrounds funded. Additional funding for this project in the Fiscal Year 2023-2024 was recommended by Parks Board during the April 6, 2023 meeting and approved by the Community Development Corporation on June 20, 2023 based on feedback received from Town residents.

On November 21, 2022 Town Council approved the purchase of new playground equipment for Cortadera Park from Whirlix Design, Inc. This purchase included the removal of the existing equipment, installation of new 2-5 year old equipment, 5-12 year old equipment, swingset, shade structure, and engineered wood fiber play surfacing. The existing playground was scheduled for demolition and replacement in February 2023 but was delayed due to feedback received from residents of the surrounding neighborhood. The complaints received included the perceived lack of equipment in comparison to the existing playground, lack of artificial turf play surfacing, and lack of ADA-accessible swings. Town Staff gathered further input from the residents and held a public meeting on May 11, 2023 to present an updated design aimed to address their concerns. The new design will include additional climbing and spinning equipment, artificial turf play surfacing, and ADA-accessible swings. During this delay Town Staff was also able to contract with Project Playground, a nonprofit company, in order to remove and donate the existing equipment to a less fortunate, international community. This donation is free of charge for the Town and will lower overall demolition costs of the project by up to \$30,000.00. The donation agreement was approved by the Town Manager on August 24, 2023.

Approval of this item will allow for the purchasing and installation of artificial turf surfacing to replace the existing engineered wood fiber. Purchase and installation of the new playground equipment will be through a separate contract.

BOARD REVIEW/CITIZEN FEEDBACK: A public input meeting was held on May 11, 2023. The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2022-2023 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Additional funding for this project in the Fiscal Year 2023-2024 was recommended by Parks Board during the April 6, 2023 meeting and approved by the Community Development Corporation on June 20, 2023.

ALTERNATIVES: N/A

FISCAL IMPACT: \$180,819.67

Proposed Expenditure/(Revenue)

\$180,819.67

Account Number(s):

317-110-90823-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Artificial Turf - Buyboard Proposal
2. Form 1295

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

CONSULTANT	
Tracy Shore	(469) 416-1323
QUOTE	
25-23017	
Quote Date	Valid Until
8/24/2023	10/31/2023
Est. Delivery:	Est. Install
4-6 Weeks	TBD

Buyboard Contract # 679-22

CUSTOMER INFORMATION

Customer: **Town of Flower Mound**
 Contact: **Brennon Peltier, Park Development Manager**
 Contact Info: **Brennon.Peltier@flower-mound.com**
 Project Name: **Cortadera Park Synthetic Turf**
 Site Address: **2000 Cortadera Street. Flower Mound, TX 75028**
 End User: **Town of Flower Mound**

ITEM	DESCRIPTION	QTY	EACH	TOTAL
SYNTHETIC TURF PLAYGROUND SAFETY SURFACE	Installation of premium Syntipede Plat 321 synthetic turf playground surfacing system, which includes: -Inspection of existing drainage system to ensure fully operational -Drainage corrections and supplies as needed -Up to 8" crushed aggregate drainage material -Total 3" premium Brock pad throughout providing up to 10' critical fall height protection -Trample zones - Classic pitch turf for reinforced trample zones -Premium Envirofill infill -HeatBlock™ Technology throughout -Sanitized, EnviroLoc, StatBlock Anti-Static, DualChill IR Reflective, Deluster, UV Stabilizers, ASTM Certified, IPEMA Certified -7920 SF park total	1	\$190,336.50	\$190,336.50
BUYBOARD	BuyBoard pricing on Synlawn products	5%	-\$9,516.83	-\$9,516.83

TAX EXEMPT **Tax Exemption Certificate Provided**

Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$180,819.67

Make Payable to: **webuildfun, Inc PO Box 29, Allen, TX 75013**

Payment Terms **Net 30** To be invoiced in full upon completion of project.

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
 * No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a quote when beyond the 30 days.

Send completed quote and purchase order to: **tracy@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.



TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: October 2, 2023
FROM: Sabrina Zadow, Purchasing Manager
ITEM: **Consider approval of the Master License and Services Agreement with IonWave Technologies, LLC for the Town's e-procurement system; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: The Town began utilizing web-based IonWave Technologies, LLC for Supplier Management/Registration Modules and Bid Solicitations in 2014 and the current agreement expires on 6/30/2024. Purchasing Office staff compared functionality of other software options, Cooperative Contract Options and pricing. The investigation proved that ionWave Technologies was the best solution at a cost that was within budget and staff was able to secure a Cooperative Contract Pricing for a five-year agreement.

This purchase is made in accordance with the Choice Partners cooperative contract #21/062KN-02 for Electronic Procurement Software. The five-year payment plan for the license fees shall be due as follows and accordingly budgeted annually:

- \$11,825 Annual License Fees due July 1, 2024 for the service period 07/01/2024 to 06/30/2025
- \$12,180 Annual License Fees due July 1, 2025 for the service period 07/01/2025 to 06/30/2026
- \$12,545 Annual License Fees due July 1, 2026 for the service period 07/01/2026 to 06/30/2027
- \$12,290 Annual License Fees due July 1, 2027 for the service period 07/01/2022 to 06/30/2028
- \$13,310 Annual License Fees due July 1, 2028 for the service period 07/01/2023 to 06/30/2029

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$62,150

Proposed Expenditure/(Revenue)
\$62,150

Account Number(s):
100-650-59300-5110

LEGAL REVIEW: Tim Sralla of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., reviewed the previous agreement that is identical to this agreement as to form and legality

ATTACHMENTS:

1. Master License and Software Services Agreement
2. Choice Partners Contract

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



THIS MASTER LICENSE AND SERVICES AGREEMENT (the "Agreement"), is made and entered into as of this the 1st day of July, 2024 ("Effective Date"), by and between Ion Wave Technologies, LLC, a Missouri corporation having its principal offices located at 3653 South Avenue, Springfield, Missouri 65807 ("IWT") and the Town of Flower Mound, Texas, having its principal offices located at 2121 Cross Timbers Road, Flower Mound, Texas, 75028 ("Client").

WHEREAS, IWT is engaged in the business of the development, marketing, and support of Internet based software of all types.

NOW THEREFORE, in consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Software Licensing and Use

- 1.1 License Grant. In accordance with and subject to the terms and conditions provided herein and in consideration of payment of the license fees set forth in any Exhibit A, IWT hereby grants to Client and Client accepts from IWT a non-exclusive, non-transferable license to use the IWT products specified in Exhibit A, collectively or individually referred to as the "Licensed Products", solely for its internal business purposes. Any rights not granted herein are reserved to IWT.
- 1.2 Access. Access to and usage of the Licensed Products shall be limited to Client's internal business purposes, specifically defined as the operation of Client's purchasing department. Access to the Licensed Products shall be limited to the Client end user community, as defined in Exhibit A. Unless specified in Exhibit A, Client will not permit others, including but not limited to subsidiaries, affiliates, and contractors, to access or use the Licensed Products, nor will Client use the Licensed Products on their behalf.
- 1.3 Use Limits. Client is prohibited from performing any load testing against IWT's hosted production environments, without the prior express written permission of IWT. Client is prohibited from reverse engineering, decompiling, and disassembling the Licensed Products.
- 1.4 Work Products. Any Work Products, as defined below, that are software, shall be subject to the same license limitations of this Agreement and any additional limitations as set forth in any Exhibit hereto.
- 1.5 Rent, Lease, and Sublicense Restrictions. Client shall not rent, lease, sublicense, grant a security interest in, or otherwise transfer the Client's right to use and possess the Licensed Products, in whole or part.
- 1.6 Copies and Proprietary Notices. Any Licensed Products, together with any accompanying technical or system documentation that is delivered to Client pursuant to this Agreement shall not be copied, except that one (1) copy may be made for backup or archival purposes, provided any such copy is clearly marked as proprietary to IWT, licensed to Client, and contains IWT's proprietary notices. Client shall be permitted to make additional copies of documentation specifically designated for training of end users. Client shall not remove any proprietary notices or labels on the Licensed Products or its documentation.
- 1.7 Violation. Violation of any provision of this Section 1 shall breach the Agreement and be the basis for immediate termination of this Agreement and the corresponding license grant to the Licensed Products with no refund to Client of fees paid to IWT.

2. Maintenance and Support

- 2.1 Support Services. Subject to the payment of the applicable licensing and support fees as set forth in Exhibit A, IWT shall provide Client with the maintenance and support services as set forth in Exhibit B of this Agreement ("Support Services") for the Licensed Products. Exhibit B may be updated from time to time at IWT's sole discretion and upon sixty (60) days written notice to Client, provided said updates do not materially diminish the Support Services provided to Client without Client's written consent.
- 2.2 Payment and Term. Provided that this Agreement and the license for the applications which the Support Services are to be performed, IWT will provide Support Services as specified in Exhibit B of this Agreement for the support fees indicated in Exhibit A. In the event (i) IWT has not received payment for the next annual period's applicable license or support fees, prior to the last day of the current term; and/or (ii) this Agreement and/or the license is no longer in effect, Support Services shall be discontinued.
- 2.3 On-Site Services. Support Services do not include any on-site services. At Client's request, IWT may provide technical, operational or other assistance or consulting in excess of the standard Support Services at IWT's standard hourly rate then in effect.

3 Professional Services

- 3.1 Professional Services. IWT shall provide Client with professional consulting services as described in the Statements of Work ("SOW") to be attached as Exhibit C hereto ("Professional Services"), which SOW by its express terms shall amend this Agreement. Any additional services beyond those described in any Exhibit C shall be at the mutual, written agreement of the parties.

- 3.2 Client Obligations. In order to facilitate the provision of the Professional Services by IWT, Client shall have installed the recommended hardware and software and will have completed the required preparatory work described in the Exhibit(s) attached hereto.
- 3.3 Contact Person. Each party will appoint in writing, in the applicable Exhibit, an employee or agent of such party to act as the "Contact Person" for all communications between the parties related to the Professional Services. Each party may change its Contact Person upon written notice to the other.

4 Proprietary Rights

- 4.1 Ownership. Client acknowledges and agrees that, as between Client and IWT, IWT is the sole and exclusive owner of all right, title and interest in and to the Licensed Products, as well as all alterations, modifications, additions, and derivative works made with respect to the Licensed Products and all work products produced from the Professional Services performed under the SOW ("Work Products"). Except as expressly permitted or required hereby: (i) Client shall have no right or license to the Licensed Products or Work Products; and (ii) Client shall not use, reproduce, publish, or make available to others, modify, or create any derivative works of, all or any part of the Licensed Products or Work Products.
- 4.2 License Rights. Nothing in this Agreement or any Exhibit hereto shall in anyway enlarge or extend Client's license rights in the Licensed Products, with respect to the materials that IWT delivers to Client pursuant to any SOW.
- 4.3 Client Data. Any client data and any materials or equipment furnished to IWT by Client in connection with any of the Professional Services provided under an Exhibit shall be deemed proprietary to Client.
- 4.4 Trademarks. All trademarks, service marks, trade names and logos of IWT appearing on or within the Licensed Products or Work Products used in connection with the Support Services or the Professional Services provided by IWT are the property of IWT and Client shall not use them without IWT's prior written approval.

5 Fees and Payment Terms

- 5.1 Fees. Client will pay IWT the fees as set forth in the Exhibits. Except for initial payments, which payments, unless provided otherwise, shall be due and payable upon the execution of this Agreement and any Exhibit hereto, IWT will submit to Client an invoice for the amounts due. Unless provided otherwise, all invoices submitted by IWT shall be due and payable in full, without reduction for any offset, withholding or other claims, within thirty (30) days of the date thereof. Any amounts payable to IWT hereunder, which are not paid when due, shall thereafter bear interest at the rate of one-half percent (0.5%) per month or the maximum amount permitted by applicable law, whichever is less.
- 5.2 Taxes. Fees do not include any taxes. Client shall be responsible for all applicable taxes, including VAT and regulatory fees of any kind imposed by any government on any deliverable provided under this Agreement, provided, however that IWT shall be responsible for all taxes based solely upon IWT's income. If Client is exempt from the payment of any such taxes, upon execution of this Agreement, Client must provide IWT with a valid tax exemption certificate (or documentation proving exemption acceptable to the taxing jurisdiction); otherwise, absent proof of Client's direct payment of such tax amounts to the applicable taxing authority, IWT will invoice Client for and Client will pay to IWT all such tax amounts. Client shall indemnify and hold IWT harmless in the event any taxing authority seeks to collect any tax, required to be paid by Client pursuant to this section, from IWT.
- 5.3 Travel Expenses. Unless otherwise specified in the Exhibits, IWT shall be reimbursed by Client for all reasonable travel and living expenses and travel time. IWT shall invoice Client for such actual expenses monthly or on such other schedule at IWT's sole discretion.
- 5.4 Non-Payment. As opposed to exercising its right to terminate an Exhibit or this Agreement in its entirety, IWT may, at IWT's sole discretion, suspend performance of any obligations under the applicable Exhibit for nonpayment, but only until such time as payment is made.
- 5.5 Currency. All fees are stated in US dollars and are payable in US currency.
- 5.6 Invoices. All invoices to Client shall be mailed to the following address, which may be changed from time to time, provided Client provides IWT with written notice of such change:

Town of Flower Mound, Texas
Attn: Accounts Payable c/o Sabrina Zadow
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: sabrina.zadow@flower-mound.com

6 Term and Termination

- 6.1 Term and Termination. The term of this Agreement shall commence on the Effective Date and will run for the periods as indicated in the Exhibits.
- 6.2 Termination for Breach. This Agreement may be terminated by either party upon a breach by the other party of any material term of the Agreement or its Exhibits, which breach is not cured (unless such breach is incapable of cure, such as breach of the restrictions on use and license grant described herein or of any confidentiality agreement between the parties hereto) within thirty (30) days of written notice of the breach. Upon termination for breach, all use and access to the Licensed Products shall cease and Client shall immediately return to IWT or destroy all copies of the Licensed Products, together with all documentation and any other IWT proprietary information in its possession. Furthermore, Client shall provide IWT a certification from an officer of Client that all Licensed Products, documentation, and all copies thereof, have been returned to IWT or destroyed in accordance with this Agreement.
- 6.3 Effects of Termination. Upon termination or expiration of this Agreement for reasons other than the breach of this Agreement: (i) all use and access to products licensed on a term basis shall cease and Client shall immediately return

to IWT or destroy all copies of the term licensed products, together with all documentation and any other IWT proprietary information in its possession. Client shall provide IWT a certification from an officer of Client that all term licensed products and all associated documentation, have been returned to IWT or destroyed in accordance with this Agreement. (ii) all use and access to products licensed on a perpetual basis shall continue, subject to the terms of this Agreement and any Exhibits, including but not limited to, the provisions for access and use of the Licensed Products (Section 1), Proprietary Rights (Section 4), Warranties and Indemnification (Section 7), and Confidentiality (Section 8). Upon termination or expiration of this Agreement, all Support Services and Professional Services as discussed in this Agreement or any Exhibits will cease.

7 Warranties, Indemnity, and Limitations

- 7.1 Licensed Products Warranty. IWT warrants that it is the owner of the Licensed Products or otherwise has the right and authority to grant the licenses to Client, which are provided for herein. IWT represents that for the entire term covered by the Support Services ("Warranty Period") that the Licensed Products will substantially perform in accordance with and as specified in the applicable documentation when operated in the designated environment. IWT does not represent that the functions contained in the Licensed Products will meet Client's requirements or that the Licensed Products will operate uninterrupted or error free, but does represent that they will operate substantially and materially error free for the percentages of time stated in Exhibit B. In the event that Client does not pay the required Support Services fees or this Agreement is terminated, Client agrees that all warranty provisions and associated remedies shall be terminated.
- 7.2 Limitations of Warranty. IWT's warranties in this Section 7 shall only apply to the IWT Products developed by IWT or its affiliates. All other Licensed Products shall be provided by IWT "AS IS." Notwithstanding anything to the contrary in this Section 7.2, IWT shall assign to Client any warranty granted by the supplying party for the Licensed Products, to the extent of IWT's right to do so.
- 7.3 Remedy. During the Warranty Period, IWT's entire liability and Client's sole remedy for any reproducible, substantive error(s) in the unmodified IWT Application as reported in writing by Client shall be that IWT, at its option, will use its reasonable good faith efforts to correct the error(s), or, upon return of the Licensed Product and accompanying documentation to IWT, terminate this Agreement or the applicable license to the Licensed Product, as the case may be, and refund to Client a sum equal to a portion of the license fees paid, prorated on a monthly basis for the period in which the application was rendered unusable, for the Licensed Product for which the license is terminated.
- 7.4 Services Warranty. IWT represents and warrants that it is experienced in providing the Professional Services and Support Services described herein and further warrants that it will perform the Professional Services and Support Services in a good, workmanlike, and professional manner. Client's remedy for breach of the foregoing warranties shall be the re-performance of the relevant Professional Services free of charge.
- 7.5 Disclaimer. In no event will IWT be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover, or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Licensed Products, Professional Services and/or Support Services provided to Client under this Agreement as applicable, whether arising in contract or tortious conduct, or any other legal theory, including negligence, or whether arising from mistakes, omissions, interruptions deletion of files, errors, defects, viruses or other malicious code, delays in operation of transmission, or the use or performances of a Work Product, or the delay or failure of performance the Professional and/or Support Services provided under this Agreement, even if IWT has been advised of the possibility of such damages.
- 7.6 Limited Warranty. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY IWT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IWT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND IWT HEREBY DISCLAIMS THE SAME.
- 7.7 Exception to Warranty. IWT'S WARRANTY OBLIGATIONS SHALL NOT APPLY IF THE LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT'S FAILURE TO PERFORM IN ACCORDANCE WITH ITS FUNCTIONAL SPECIFICATIONS IS CAUSED BY: (I) THIRD PARTY SOFTWARE LICENSED BY CLIENT; (II) CLIENT'S USE OF OR ACCESS TO THE LICENSED PRODUCTS OTHER THAN AS INTENDED OR IN VIOLATION OF THIS AGREEMENT; OR (III) UNAUTHORIZED MODIFICATIONS MADE TO THE IWT LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT BY CLIENT.
- 7.8 Indemnification. (a) By IWT. IWT shall indemnify, defend and hold harmless Client against any loss, damage or expense incurred by Client as a result of claims, actions, or proceedings brought by any third party alleging infringement by a IWT Licensed Product or a Work Product, of copyright, trademark, patent, or other proprietary rights, and against its reasonable attorneys' fees and any money damages or costs awarded in respect of any such claim(s) and any suit arising from any such claim(s); provided, however, that (i) Client shall have given IWT prompt written notice of such claim, demand, suit or action; (ii) Client shall cooperate with said defense by complying with IWT's reasonable instructions and requests to Client in connection with said defense; and (iii) IWT shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. Further, IWT shall have no liability for any infringement action or claim that is based upon or arising from the matters described in this paragraph if the applicable Licensed Product or Work Product is modified or altered by a party other than IWT or is used for a purpose other than that for which it is intended or as set forth in the appropriate documentation. If a temporary or permanent injunction is obtained against Client's use of the Licensed Product or Work Product as a result of the matters described in this paragraph, IWT shall, at its option and expense, either procure for Client the right to continue using the Licensed Product or Work Product or replace or modify the Licensed Product or Work Product or infringing portion thereof so that

it no longer infringes the alleged proprietary right. In the event that IWT concludes, in its sole discretion, that such procurement, replacement or modification is not reasonably practical, IWT may terminate the applicable Exhibit and/or this Agreement without penalty and refund that portion of the Fees attributable to the infringing product, prorated on a monthly basis. Client shall cease all use of a Licensed Product or Work Product for which a refund is given. This paragraph sets forth the exclusive remedy of Client against IWT, and IWT's exclusive obligation, with respect to any action or claim described herein. (b) By Client. To the extent permitted by applicable law, Client shall indemnify, defend and hold harmless IWT against any loss, damage or expense incurred by IWT as a result of claims, actions, or proceedings arising from any bodily harm or injury suffered by IWT's employees or agents in the performance of Services or maintenance at any of the Client's facilities or the allegation of infringement or actual infringement by Client of any copyright, patent, trademark, trade secret, or other proprietary right of any third party. Client will indemnify IWT against its reasonable attorneys' fees incurred in connection with such claim(s), any money damages or costs awarded in respect of any such claim(s) and any suit arising from any such claim(s). Client shall be entitled to have sole control over the defense of such claim, unless the claim involves or relates to an intellectual property right of IWT in which case IWT may elect to have sole control over the defense of such claim as described in the preceding paragraph, and such election by IWT shall have no effect upon Client's obligations to indemnify and hold harmless hereunder. If Client does not assume sole control over the defense of such claim as provided in this section, IWT may participate in such defense and IWT shall have the right to defend the claim in such manner, as it may deem appropriate, at the cost and expense of Client.

- 7.9 Limitation of Liability. IN NO EVENT WILL IWT'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY IWT FROM CLIENT UNDER THE EXHIBIT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL IWT BE LIABLE FOR ANY CLAIM BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED. CLIENT'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY IWT FROM CLIENT UNDER THE EXHIBIT GIVING RISE TO THE CLAIM, WITH THE EXCEPTION OF ANY REMAINING FEES REQUIRED TO BE PAID BY CLIENT TO IWT AS DETAILED IN THE EXHIBITS. ADDITIONALLY, IN NO EVENT WILL CLIENT BE LIABLE FOR ANY CLAIM BROUGHT BY IWT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

8 Confidentiality

- 8.1 Obligations. "Confidential Information" shall mean any proprietary information which is specifically marked as proprietary or confidential and which is disclosed by either party to the other in any form in connection with this Agreement. During the term of this Agreement and for a period of two (2) years after the date of termination of this Agreement or for a period of two (2) years after the termination of use of the Licensed Products, whichever period is longer, each party: (i) shall treat as confidential all Confidential Information provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of this Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care to prevent the disclosure of Confidential Information as it uses to prevent the disclosure of its own confidential information of like importance, and shall in any event use no less than reasonable procedures and a reasonable degree of care.
- 8.2 Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiver; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order or otherwise prevent such disclosure and further provided that any such disclosure shall not destroy or diminish the confidential status of such Confidential Information; or (vii) is disclosed pursuant to a request made pursuant to the Texas Public Information Act or other applicable open records law, and such disclosure is determined to be required by the Texas Attorney General.

9 Miscellaneous

- 9.1 Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay) if such failure arises out of causes beyond such party's reasonable control, despite the reasonable efforts and without the fault or negligence of such party. Without limiting the generality of the foregoing, IWT shall not be liable to Client in any way for any failure or delay in the performance of its obligations hereunder which failure is caused, directly or indirectly, by the failure of any matter for which Client is responsible under this Agreement or which is a suspension of services for Client's failure to pay.
- 9.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. Notwithstanding the foregoing, IWT may assign this Agreement to any entity acquiring substantially all of its stock or assets or the assets to which this Agreement or any Exhibit relates.

- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.
- 9.4 Exhibits. Each Exhibit to this Agreement shall incorporate the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall control unless an Exhibit expressly provides otherwise. Additional Exhibits added to this Agreement from time to time by the mutual written agreement of the parties shall be numbered sequentially under the letters of the respective Exhibit title (e.g. Exhibit A Licensed Products shall be A-1, A-2, etc.) and each shall be in addition to the previous Exhibit.
- 9.5 Records & Audits. IWT, its agents or representatives, shall have the right to conduct a technical audit of Client's records, for the express purpose of determining whether Client is in compliance with the terms of this Agreement. Should IWT find that Client is not in compliance, Client shall pay the additional damages as may be due plus a five percent (5%) penalty.
- 9.6 Independent Contractor. IWT is an independent contractor and, except as specifically contemplated in any Exhibit to this Agreement, is not an agent or employee of, and has no authority to bind, Client by contract or otherwise. IWT will perform the Services under the general direction of Client, but IWT will determine, in IWT's sole discretion, the manner and means by which the Services are accomplished. Client has no right or authority to control the manner or means by which the Services are accomplished.
- 9.7 Waiver. No delay or omission by either party to exercise any right or power unless in writing and signed by the party waiving rights it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant.
- 9.8 Notices. Any notice required to be sent to a party under this Agreement will be in writing, shall be sent by: facsimile; first-class mail return receipt requested; personal delivery; or overnight courier to the Address for Notices given for that party below, and shall be considered delivered upon proof of such delivery. Either party may change its notice address by giving written notice to the other party.

If to IWT:

Ion Wave Technologies, LLC
3653 South Avenue
Springfield, Missouri 65807
Phone: 417-823-7773
Fax: 417-823-7778

If to Client:

Town of Flower Mound, Texas
Attn: Purchasing c/o Sabrina Zadow
2121 Cross Timbers Road
Flower Mound, TX 75028
Phone: 972-874-6009 Fax: 972-874-6478

- 9.9 Severability. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. It is expressly understood and agreed that each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion or damages or other remedies are intended to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed its essential purpose, all limitations of liability and exclusions of damages or other remedies shall remain in effect.
- 9.10 Non-Solicitation. IWT and Client agree that the employees of IWT and Client may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, IWT and Client each agree not to recruit, either directly or indirectly, a present employee of the other during the term of this Agreement or any other agreement between them, and for one year following termination of all such agreements, without the express written consent of the other party. Upon breach of this provision, the breaching party agrees to pay the other two times the yearly compensation of the affected employee. This remedy provided in this paragraph shall be the only monetary remedy for breach of the terms of this paragraph. Neither party is prevented from seeking equitable relief for breach of this paragraph.
- 9.11 Survival. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.
- 9.12 Entire Agreement and Amendment. This Agreement, with all Exhibits, is the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. Amendments or waivers of any provision of this Agreement or its Exhibits shall be valid only as clearly identified as such, in writing and signed by the parties. No purchase order submitted by Client, even if accepted by IWT, shall be deemed to modify any terms of this Agreement, unless IWT has expressly stated in writing its intent to do so.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative.

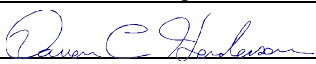
IWT - Ion Wave Technologies, LLC	Client - Town of Flower Mound, Texas
Signed: 	Signed:
Printed Name: Darren C. Henderson	Printed Name:
Printed Title: CEO	Printed Title:
Date: Mar 20 2023	Date:

Exhibit A Licensed Products

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT's Enterprise Sourcing
 - The license grant shall be for a five (5) year period starting upon the execution of this Agreement, with usage limited to two (2) client employees.
 - The Enterprise Sourcing license shall include the Electronic Bidding (eRFx) and Supplier Management / Registration Modules. The Bid Workflow, Bid Evaluation Scoring, and Reverse Auction module and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below.
 - (ii) IWT Contract Management subject to the following terms and restrictions:
 - The license grant shall be for a five (5) year period starting upon the execution of this Agreement, with usage limited to two (2) client employees.
 - The Contract Management license shall include the Contract and Insurance Certificate Tracking modules. Any future modules are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below when bundled with Enterprise Sourcing.
2. **Support Services.** IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:
 - (i) Support and Maintenance:
 - IWT will provide Support Services as detailed in Exhibit B for the products listed above for a five (5) year period beginning upon the execution of this Agreement at no additional cost to Client.
3. **Payment.** This purchase is made in accordance with the Choice Partners cooperative contract #21/062KN-02 for Electronic Procurement Software. Payment for the license fees shall be due as follows:
 - (i) \$11,825 Annual License Fees due July 1, 2024 for the service period 07/01/2024 to 06/30/2025
 - (ii) \$12,180 Annual License Fees due July 1, 2025 for the service period 07/01/2025 to 06/30/2026.
 - (iii) \$12,545 Annual License Fees due July 1, 2026 for the service period 07/01/2026 to 06/30/2027.
 - (iv) \$12,920 Annual License Fees due July 1, 2027 for the service period 07/01/2027 to 06/30/2028.
 - (v) \$13,310 Annual License Fees due July 1, 2028 for the service period 07/01/2028 to 06/30/2029.

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

IWT - Ion Wave Technologies, LLC	Client – Town of Flower Mound, Texas
Signed: 	Signed:
Printed Name: Darren C. Henderson	Printed Name:
Printed Title: CEO	Printed Title:
Date: Mar 20 2023	Date:

Exhibit B Support Services

1. IWT shall (a) use commercially reasonable efforts to provide Client with maintenance and support services ("Support Services") via telephone, facsimile, electronic mail, or other electronic means, at IWT's discretion, from the hours of 8:00 a.m. to 6:00 p.m. Central Time Monday through Friday (excluding IWT Holidays, which typically consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving, Christmas Eve, and Christmas Day), and 24x7 access for reporting Level 1 (as defined below) situations, to a designated, authorized, qualified, and trained user of the IWT Products ("Client Contact") and to one (1) designated, authorized, qualified, and trained user of the IWT Products designated as Client Contact's backup ("Backup Client Contact") (collectively referred to as "Client Support Contact"); and (b) use commercially reasonable efforts to correct reproducible errors or malfunctions to enable the IWT Products to substantially perform in accordance with and as specified in the accompanying documentation.
2. IWT shall use commercially reasonable efforts to deliver a solution or action plan to correct reported errors that IWT categorizes as: (i) "Level 1 Catastrophic" within eight (8) business hours of receipt of the reported error. "Level 1 Catastrophic" is defined as a condition in which the IWT Products are partially or totally inoperative, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable, or any Level 2 error where a reasonable alternative work process cannot be established; (ii) "Level 2 High Impact" within the next scheduled production release of the IWT Products or within one hundred-twenty (120) days from the date error was logged with IWT, whichever shall first occur. "Level 2 High Impact" is defined as any error that results in the usability of the product being restricted and for which a reasonable alternative work process can be established; (iii) "Level 3 Non-Critical," which errors IWT shall use commercially reasonable efforts to correct within the next scheduled production release of the IWT Products. "Level 3 Non-Critical" is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is agreed by Client and IWT to be minor and result in a mutually acceptable disruption to Client's workflow process; and (iv) "Level 4 Cosmetic," which errors IWT shall use commercially reasonable efforts to correct within the next scheduled production release of the IWT Application, at IWT's sole discretion. "Level 4 Cosmetic" is defined as any error that cannot be categorized as belonging to any higher severity level, including but not limited to a cosmetic or documentation error.
3. IWT shall provide all extensions, enhancements, and other changes, which are logical improvements to a IWT Product and to which IWT makes generally available on a commercial basis, without charge, to any other licensee of the IWT Product ("Updates"). Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to an IWT Product nor do they include any Professional Services Fees that may be required for implementation.
4. IWT shall have no obligation to provide Support Services except to Client Support Contact and only with respect to the unmodified Supported Releases. When an IWT Product is deployed in conjunction with other software products, including but not limited to web servers, browsers, databases, and operating systems, IWT is not responsible for providing Support Services for these other products, or for ensuring correct interoperation with these products, but IWT will make reasonable good faith efforts to determine the nature and cause of any such conflict in interoperation.
5. Client shall use commercially reasonable efforts to assist IWT in reproducing the specific situation in which a IWT Product, standing alone, demonstrates a failure to substantially conform in all material respects to the functional specifications set forth in its accompanying documentation ("Defect"). Client Support Contact shall conduct reasonable and adequate research with respect to a Defect or related issue prior to contacting IWT for assistance.

Hosting Services

1. IWT shall use commercially reasonable efforts to make all hosted IWT Products available to Client for at least ninety-nine percent (99%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that: (i) lasts less than fifteen (15) minutes; (ii) results from regularly scheduled IWT maintenance; (iii) results from failure of Client's hardware or software; (iv) results from the failure of a communication service or other outside service or equipment not within the control of IWT; or (v) is beyond the reasonable control of IWT ("Service Availability").

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

IWT - Ion Wave Technologies, LLC	Client - Town of Flower Mound, Texas
Signed: 	Signed:
Printed Name: Darren C. Henderson	Printed Name:
Printed Title: CEO	Printed Title:
Date: Mar 20 2023	Date:



Document Details

Title	Town of Flower Mound - IWT 2024 Agreement
File Name	Flower Mound TX - IWT Agreement 2024.pdf
Document ID	a03fa07ad7d248b88eced36dead2c076
Fingerprint	afd76f9dfa621594e26af76ec0bb155a
Status	Completed

Document History

Document Created	Document Created by Erin Williams (ewilliams@ionwave.net) Fingerprint: 6755e9203ea9529ec7af4c457a1b1be5	Mar 20 2023 02:41PM America/Eirunepe
Document Sent	Document Sent to Darren Henderson (darren.henderson@ionwave.net)	Mar 20 2023 02:41PM America/Eirunepe
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Ion Wave Technologies

Contract Category:

Contract Number: 21/062KN-02

Contract Terms:

Initial Award Date: August 18, 2021

1st Renewal Start Date: August 18, 2022

2nd Renewal Start Date: August 18, 2023

Current Expiration Date: August 17, 2024

Renewals Remaining: 1

CP Contract Manager:

Monique Francis

monique@choicepartners.org

713-316-4259

Contract Partner: Ion Wave Technologies



Contract Partner Web Site:

<http://www.ionwave.net>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

eProcurement and Solutions . Supplier Management - registration, diversity reporting, and activity tracking. eSourcing / Electronic Bidding sealed and informal bidding, and reverse auctions. Contract Management customer defined types and tracking tools, reporting, audit trails, and document management. eProcurement Marketplace - includes shopping, order workflow, checkout, and spend reporting.

MUST mention RFP 21/062KN-02 when contacting the vendor.

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

Ion Wave Technologies, Inc. (IWT) was formed in May 2002 after purchasing the key assets of Way2Bid, another electronic procurement company. As part of Way2Bid, IWT's founders were responsible for technology that facilitated the first Internet-based, interactive electronic bid events in August of 1997. Since that time, we have successfully transitioned from PC-based software to what is now our seventh generation web-based enterprise application. In the decades we have been developing electronic procurement solutions, we have assembled a first class team of software developers and support staff, enabling us to deliver high quality software and support to the market. Our team shares one common mission:

To simplify your work. Ion Wave Technology's software applications annually transact billions of dollars in procurement spend. After purchasing the key assets of Way2Bid, another electronic procurement company, IWT commenced in May 2002. As part of Way2Bid, IWT's founders were responsible for technology that facilitated



TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: October 2, 2023
FROM: Brittni Barnett, Grants and Financial Analyst
ITEM: **Consider approval of a resolution authorizing the acceptance of grant funds from the Trinity Forks Native Plant Society of Texas, which will be used to extend the current Town Hall Monarch Waystation.**

BACKGROUND: The Town applied for and was awarded a grant in the amount of \$493.00 from the Trinity Forks Native Plant Society of Texas as part of its annual Grant Program.

If approved, the grant will be used to purchase native plants to extend the current Town Hall Monarch Waystation westward, filling in the area where existing landscaping has died.

This grant does not have a formal agreement the Mayor must sign. The Town received notification that we received an award under the Trinity Forks Native Plant Society's Grant Program. This is not a reimbursement grant, so the Town will receive a check from Trinity Forks NPSOT for \$493.00. All funds must be spent, and a final report submitted, within one year of receiving the grant funds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0.00

Proposed Expenditure/(Revenue)
\$(493.00)
\$493.00

Account Number(s):
370-4735
Grant Fund

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

ATTACHMENTS:

1. Resolution
2. Award Letter and Application

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TRINITY FORKS NATIVE PLANT SOCIETY OF TEXAS FOR THE PURPOSE OF EXPANDING THE TOWN HALL MONARCH WAYSTATION; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") applied for and was awarded a grant in the amount of \$493.00 from the Trinity Forks Native Plant Society of Texas as part of its annual Grant Program, for the purpose of extending the current Town Hall Monarch Waystation westward; and,

WHEREAS, the Town Council of the Town finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds to purchase native plants to expand the Town Hall Monarch Waystation.

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

SECTION 1

All of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of \$493.00 from the Trinity Forks Native Plant Society of Texas as part of its annual Grant Program.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment and activities in accordance with the grant award and will be used only for the purposes for which they are intended under the program as outlined in the award letter and grant application attached hereto as "Attachment 2."

SECTION 4

This Resolution shall become effective upon its adoption.

RESOLUTION NO. _____

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 2nd
DAY OF OCTOBER, 2023.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

From: Trinity Forks Native Plant Society of Texas <npsot.trinityforks.grants@gmail.com>

Sent: Friday, September 8, 2023 3:21 PM

To: Tyler Leverenz-Soetaert <tyler.leverenz@flower-mound.com>

Subject: Re: APPROVED!, Trinity Forks Grant Application

Hi, Tyler,

I'm delighted to inform you that our Board of Directors voted to approve your grant request; congratulations!

Our Treasurer will issue a check for \$493 before the end of the month; it will be mailed from our bank. Would you please confirm the name to which the check should be made payable as well as the mailing address?

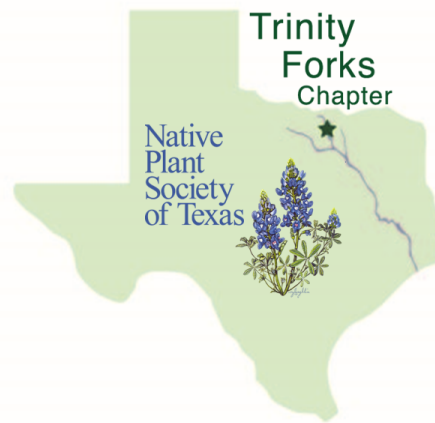
- **Check Payable to:** Town of Flower Mound
- **Mailing Address:** Town of Flower Mound, c/o Tyler Leverenz, 2121 Cross Timbers, Flower Mound, Texas, 75028

This month's NPSOT-Trinity Forks Chapter meeting will be held on Thursday, September 28th, at TWU in the Ann Stuart Science Complex. The scheduled program is "Wild DFW and the North Texas Ecotone" presented by Amy Martin. Social time (including refreshments) begins at 6:30 pm with the meeting and program beginning at 7 pm. We'd love to see you there!

Thank you for helping to steward the land and educate others about our great Texas native plants, especially with the Town Hall Monarch Waystation Pollinator Garden; we appreciate you ... and all that you do!

Blessings,
Kathryn

Kathryn Wells
Grant Committee Coordinator



Trinity Forks Grant Application

The Native Plant Society of Texas Trinity Forks Chapter awards grants to area organizations to help fund the development, expansion, or restoration of native habitats on public property. Priority is given to projects located in Cooke, Denton, Montague, and Wise counties, especially in underserved communities. Individual grants of up to \$1000 may be awarded; requests may be granted in full or in part, and the grantee is not required to match the amount of the grant awarded.

Applications are vetted by the Trinity Forks Chapter Grant Committee; funds are awarded by the Chapter's Board of Directors. Awarded funds must be spent by September 30th of the following year. Extensions may be requested.

Please read and answer each question carefully and thoroughly. Incomplete applications will not be considered for funding. Questions? Contact us via email at npsot.trinityforks.grants@gmail.com.

This application should be completed by someone directly involved in the project, who will serve on the project management team and be responsible for grant monitoring and reporting.

Application deadline: August 24th, 2023

Amount requested (up to \$1000) 493

Contact Information

Name of Organization: Town of Flower Mound

Name of Applicant: Tyler Leverenz

Email of Applicant: tyler.leverenz@flower-mound.com

Phone Number of Applicant (972) 874-6353

Name of primary contact person: Tyler Leverenz

Email of primary contact person: tyler.leverenz@flower-mound.com

Phone number of primary contact person: (972) 874-6353

Mailing address of primary contact person: 2121 Cross Timbers
Flower Mound, Texas, 75028

Project Description, Goals, and Impact

Project Title: Town Hall Monarch Waystation Pollinator Garden Expansion

Briefly describe your project in a few sentences:

This project will add approximately 360 square feet to Flower Mound's Town Hall Monarch Waystation and Pollinator Garden. The current garden was established in 2019 and features 14 species of native plants. The garden provides vital habitat for migrating monarchs and native pollinators of all sorts.

Describe the broad goal(s) of your project such as Education, Conservation, Outreach, or Volunteer Opportunities. Briefly describe how your project will further your goal(s) in a sentence or two.

The primary goal of the project is to provide additional pollinator habitat on Town property. In doing so, the project is an opportunity to demonstrate and educate others on the importance of conserving native habitats, while also providing volunteer opportunities to help maintain the garden in the future.

Will the project increase the community's knowledge of native plants and the need to conserve and restore native plant habitats? Please describe.

By utilizing native landscaping and providing habitat on Town property, the Town is leading by example and demonstrating the importance and value of native plants. Often, value is judged by the amount of space a thing occupies. By this logic, expanding the garden (more space dedicated to habitat) will help convey its importance. The current garden has signage explaining that it is a pollinator garden and Monarch Waystation, helping the community to recognize the significance of the plantings.

Can the project be duplicated by community members in their own setting?

The current garden and planned expansion provide an example that community members may replicate in their own space. As many residents are new to the area, or just new to native plants, having a place they can see examples within a landscape is a great tool for encouraging others to plant native.

Does the project have an impact on underserved areas?

The project is located at Flower Mound Town Hall and is accessible to all.

Project Location

Site address, including county:

2121 Cross Timbers Rd. Flower Mound, Texas 75028 (Denton County)

List any organizations, people or entities from whom you will need permission to install your proposed garden. Please indicate whether or not permission is already secured or is awaiting confirmation.

The Facilities Management Division manages the landscaping on Town Hall property and is supportive

of the plan to expand the garden.

Do you have written proof of permission?

Yes

Is a permit required?

No

Project Implementation Plan

List the plants, shrubs or trees to be used in the project.

Green Milkweed, Purple Coneflower, Henry Duelberg Sage, Texas Lantana, Frogfruit

Project Action Plan and Evaluation: List the specific steps needed to complete the project and a timeline to complete them.

Create design plan for new garden area (July 2023)

Secure funding (August-September 2023)

Source plants (September-October 2023)

Install plants (October 2023)

Source plants (February- March 2024 - any plants unavailable in the fall may be sourced and planted in the spring)

Install plants (March 2024 – any plants unavailable in the fall may be sourced and planted in the spring)

Ongoing Maintenance (planting date onward)

Briefly describe estimated project costs, including materials, services, personnel and other expenses.

Cost of plants is estimated at \$493 (19 cone-tainers @ \$7ea, 36 one-gallon plants @ \$10 each.)

Mulch and install will be handled through our Facilities Services landscape agreement.

Ongoing maintenance will be performed by Environmental Services staff and community volunteers.

How many volunteers do you estimate you will recruit to participate in the project? 3-5 per month

What is your estimate of the number of hours to be contributed by these volunteers?

Avg: 4 hours per month, each; Total estimated annual volunteer hours: 144-240 hrs/yr

List the organizations supplying volunteers. Is there an opportunity for public participation through work on the project?

We will be starting a garden volunteer program in the fall of 2023 or spring of 2024. We anticipate partnering with the Master Naturalists, Master gardeners, and others with the goal of providing an opportunity for both service and community education.

If applicable, please tell us how the project will be maintained and continued after completion.

Environmental Services staff and the forthcoming garden volunteer program will take care of future garden maintenance needs.

If you have supporting documentation, you may upload it here or email it to npsot.trinityforks.grants@gmail.com.

Project Funding

Do you have other sources of funding for the project?

No

Provide the organization or person whose name should be on the grant check.

Town of Flower Mound

Address where the grant check should be mailed:

2121 Cross Timbers
Flower Mound, Texas, 75028

Email address of the check recipient:

tyler.leverenz@flower-mound.com

Phone Number of the check recipient:

(972) 874-6353

Memorandum of Agreement

Native Plant Society of Texas - Trinity Forks Chapter GRANT PROGRAM

MEMORANDUM OF AGREEMENT

Each applicant must sign this Memorandum of Agreement when the grant application is submitted.

If awarded the grant, I agree to the following:

- My project will incorporate (install or conserve) native plants appropriate for the area's ecoregion. (Please refer to our website's "Resources" tab for additional information including "NICE" nurseries where appropriate plants and seeds may be obtained.)
- My project will be completed within one year of receiving grant funds, unless an extension is requested and approved.
- I will provide a mid-term progress report six months after the grant funds are received and a final report no later than 30 days after the project completion. (Progress report links are available on the website's Grants Program page: <https://npsot.org/chapters/trinity-forks/tf-grants-program/>.) The final report should include:
 - Project results and status,
 - Lessons learned that would help others,
 - Ongoing maintenance plan,
 - Final thoughts, and
 - Three to five photographs showing the project's beginning, middle, and completion.
- I will return any unspent grant funds to the NPSOT-Trinity Forks Chapter no later than 30 days after completion of the project.
- I understand that the NPSOT-Trinity Forks Chapter may promote the Grant Program with images of my project. I will inform the Chapter if someone in my project does not want to appear in images for this purpose.
- I will install "Partially Funded by Native Plant Society of Texas Trinity Forks Chapter" signage if requested to do so. (Signage provided by NPSOT-TFC.)

Please sign here:



Date

Wednesday, August 16, 2023

Important Dates

August 24, 2023	Application Deadline
September 18, 2023	Award Recipient(s) Notification
September 28, 2023	Announcement of Award Recipients at monthly NPSOT-TFC meeting.
March 31, 2024	Mid-term Progress Report Due
September 30, 2024	Final Project Report Due

A copy of this report will be sent to the "Applicant Email" you provided. If you need help or have questions, please contact us at npsot.trinityforks.grants@gmail.com. For more information see the NPSOT-TFC Grant Program Website Page: <https://npsot.org/chapters/trinity-forks/tf-grants-program/>

Thank you for applying. We appreciate your stewardship of native plant communities!



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

DATE: October 2, 2023
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of an Ordinance repealing the Town of Flower Mound juvenile curfew ordinance in response to H.B. 1819, effective 9/1/2023.**

BACKGROUND: During the 88th Texas legislative session, House Bill 1819, was signed into law on June 9th with a September 1, 2023, effective date. This bill prohibits political subdivisions, except during certain declared emergencies, from having or enforcing regulations that impose a curfew to regulate the movements or actions of persons younger than 18 years of age.

Flower Mound adopted a curfew ordinance in 2001 and it has been reviewed and reauthorized every three years since in accordance with state law.

The purpose of this agenda item is to remove this legislation from the Town's Code of Ordinances.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Curfew Repeal Ord

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, CHAPTER 50 "OFFENSES", ARTICLE III. "OFFENSES REGARDING MINORS", DIVISION 2. "CURFEW", IN ITS ENTIRETY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 88th Texas Legislature passed HB 1819 wherein the legislature prohibited political subdivisions from enforcing any rule or ordinance that limits, with the exception of certain emergencies, the movement of a child under 18 years of age; and,

WHEREAS, the Town of Flower Mound's curfew ordinance has been on the books for twenty -two years, and,

WHEREAS, now that the Ordinance can no longer be enforced there is no reason to keep the regulations in the Code of Ordinances, Town of Flower Mound, Texas;

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

SECTION 1

The Code of Ordinances, Town of Flower Mound, Texas, Chapter 50, "Offenses", is amended by repealing Article III. "Offenses Regarding Minors", Division 2. "Curfew", in its entirety.

SECTION 2

All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 2ND DAY OF OCTOBER, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: October 2, 2023
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider a resolution setting a public hearing under section 311.003 of the Texas tax code for the creation of a tax increment reinvestment zone containing approximately 3,962 acres of land generally located at the intersection of FM 1171 and US 377 and being wholly located within the corporate limits of the Town of Flower Mound.**

BACKGROUND: The purpose of this item is to consider a resolution calling for a public hearing for the creation of a Tax Increment Reinvestment Zone (TIRZ) in conformance with [Chapter 311](#) of the Texas Tax Code.

On September 19, 2022, the Town first publicly discussed the potential for a TIRZ to be utilized for infrastructure costs as the western areas of Town begin to develop. That discussion can be viewed [here](#).

Since that time, staff has been working with the Town's consultant, P3 Works LLC, on the preliminary project and financing plan for TIRZ #2.

Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act (linked above), provides a legal and regulatory framework that governs the process in creating a TIRZ. The proposed boundary is in compliance with Chapter 311. Administratively, the first steps to creating a TIRZ is calling for a public hearing on the creation of the zone and its benefits to the municipality or county and to property in the proposed zone. The public hearing allows for public discussion on the creation of a TIRZ, prior to the Town formally creating one.

Should the Council approve this item, the public hearing and ordinance creating the TIRZ would be scheduled for November 6, 2023.

Overall, a TIRZ is an economic development tool that can be used by municipalities and counties to finance infrastructure costs in specific geographic areas. While not related to the creation of TIRZ #2, the Town currently has one TIRZ (TIRZ #1) that was established in September 2005 to provide funds for public infrastructure within the Town's FM 2499 corridor. [TIRZ #1](#) consists of approximately 1,465 acres, is compliant with Chapter 311, and continues to accomplish the goals under which it was created.

TIRZ #2 is proposed in western Flower Mound, generally north and south of the intersection of FM 1171 and US 377, expanding west to property located adjacent to I-35W, and east to Whites Branch. The property contains approximately 3,962 acres which is wholly located within the corporate limits of the Town. See Attachment 1 for a boundary map of the proposed TIRZ #2.

The preliminary project and financing plan (PPFP) is included as Attachment 2. The PPFP provides the estimated project costs, timeline of incurred costs, and economic feasibility of the TIRZ, as required by Chapter 311.

BOARD REVIEW/CITIZEN FEEDBACK: Approval of this item calls for a public hearing to be held on November 6, 2023, in order to receive public feedback on the creation of a TIRZ.

ALTERNATIVES: N/A

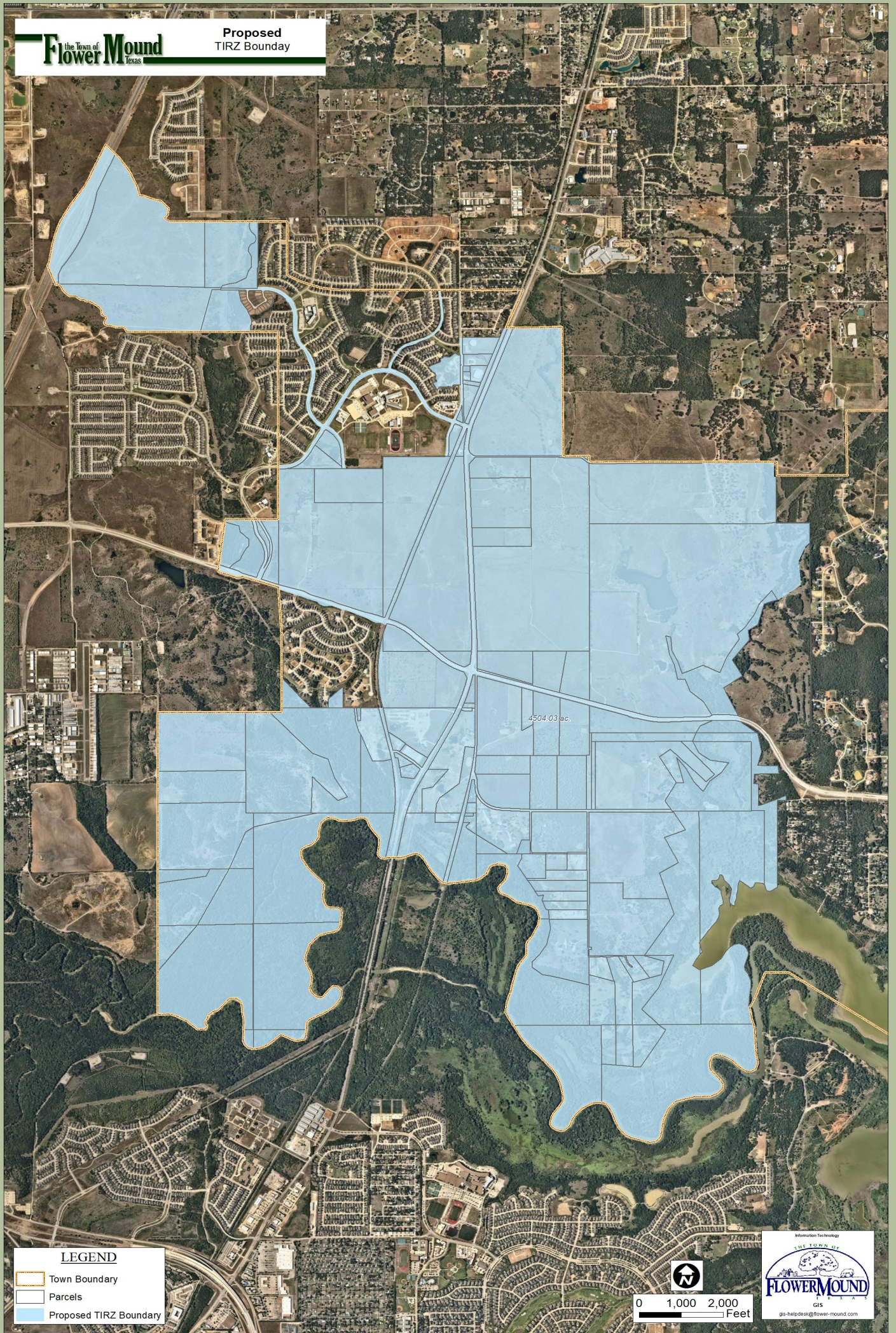
FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed TIRZ #2 Boundary
2. Proposed Preliminary Project and Financing Plan
3. Draft Resolution

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



LEGEND

- Town Boundary
- Parcels
- Proposed TIRZ Boundary



0 1,000 2,000
Feet





REINVESTMENT ZONE NUMBER TWO,
TOWN OF FLOWER MOUND, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
NOVEMBER 6, 2023

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SECTION 1: DEFINITIONS

Capitalized terms used in this Preliminary Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Preliminary Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Preliminary Plan or an Exhibit attached to and made a part of this Preliminary Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, Tax Increment Financing Act.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the Town to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the Town that are directly related to the administration of the Zone.

“**Appraisal District**” means the Denton Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

“**County**” means Denton County, Texas.

“**County TIRZ Increment**” means the portion of the County’s ad valorem tax increment equal to fifty percent (50%) of the ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone.

“**Creation Ordinance**” means Ordinance No. [REDACTED] adopted by the Town Council on [REDACTED], 2023, designating the creation of the Zone and the Board.

“**Feasibility Study**” means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit E**.

“**Non-Project Costs**” means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit B**.

“**Preliminary Plan**” means this *Reinvestment Zone Number Two, Town of Flower Mound, Texas Preliminary Project and Finance Plan*.

“Project Costs” means the total costs for projects in the Zone, including actual costs of the Public Improvements, and the Administrative Costs.

“Property” means 3,962.176 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

“Public Improvements” means the proposed public improvements to be financed by the Zone, which includes streets, water, storm sewer, sanitary sewer, professional services, public trails, required monumentation, municipal services, public facilities, and landscaping, as depicted on **Exhibit G**, and detailed on **Exhibit C**.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

“TIRZ No. 2 Fund” means the tax increment fund created by the Town and segregated from all other funds of the Town.

“Town” means the Town of Flower Mound, Texas.

“Town Council” means the governing body of the Town.

“Town TIRZ Increment” means the portion of the Town’s ad valorem tax increment equal to fifty percent (50%) of the ad valorem real property taxes collected and received by the Town on the Captured Appraised Value of the Zone.

“Zone” means Reinvestment Zone Number Two, Town of Flower Mound, Texas, as depicted on **Exhibit A**, and parcels identified on **Exhibit H**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The Town has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the Town as a tax increment reinvestment zone to promote development or redevelopment of the area because the Town Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the Town and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the Town; or
- 3) is in a federally assisted new community located in the Town or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the Town by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The Town cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the Town and in industrial districts created by the Town.

2.3 The Zone

The Property within the Zone is currently located within the corporate limits of the Town as shown on **Exhibit A**. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the Town. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the Town envisions that the Property will be developed to take full advantage of the opportunity to bring to the Town, and County, a quality development.

2.4 Preliminary Plan and Hearing

Before the Town Council adopts the Creation Ordinance, the Town Council prepared this Preliminary Plan in accordance with the Act and will hold a public hearing on the creation of the Zone and its benefits to the Town and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan, the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed shall be determined by this Preliminary Plan, which requires approval by the Board and by the Town Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the Town Council will consider the Creation Ordinance and the following findings:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
- 2) that the Zone was feasible,
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the Town, and
- 4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance appointed the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board will review a Final Plan and recommend its approval to the Town Council pursuant to which the Town shall contribute the Town TIRZ increment into the TIRZ No. 2 Fund to pay a portion of the Project Costs benefiting the Zone. If the County participates in the Zone, then pursuant to the County Participation Agreement, the County shall contribute the County TIRZ Increment into the TIRZ No. 2 Fund to pay a portion of the Project Costs benefitting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is within the corporate limits of the Town, and is currently zoned water recreation, commercial, open space mixed use, interim holding, single family, and combined uses. The Property is primarily undeveloped or underdeveloped, and there is no public infrastructure to support development. Development requires extensive public infrastructure that: (1) the Town could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the Town include residential, and commercial, as shown on Exhibit F.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the Town and is subject to the Town's zoning regulations. The Town has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned at this time. Should zoning changes be desired or needed, request will follow Town subdivision ordinance.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of the Preliminary Plan.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable Town standards and shall otherwise be inspected, approved, and accepted by the Town. At the Town's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the Town, from time to time without amending this Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs¹

The total Project Costs are estimated to be \$380,161,186, as shown below and detailed on **Exhibit C**. The Administrative Costs are estimated to be \$20,000 per year beginning 2024 and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ No. 2 Fund before any other Project Costs are paid. The cost of the Public Improvements is estimated to be \$379,349,824, as shown in **Exhibit C**.

7.2 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the Public Improvement will be incurred between 2024 and 2053, as shown on **Exhibit C**, and funded annually over the remaining term of the Zone.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

The Feasibility Study focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, the Property will generate approximately \$585,855,105 in total new real property tax revenue for the participation taxing entities. Approximately \$264,721,456 will be deposited into the TIRZ No. 2 Fund to pay for the Project Costs over the life of the Zone. The

¹ Project Costs include CIP Improvements, which can be reimbursed first through Impact Fees, then by the TIRZ No. 2 Fund.

remaining real property tax revenue over that period, estimated at \$321,133,648 shall be retained by the participating taxing entities as shown in **Exhibit E**.

The Feasibility Study shows the cumulative Town TIRZ Increment is estimated to be \$187,570,727 which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new Town real property tax revenue generated within the zone and retained by the Town is estimated to be \$187,570,727 over the term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be \$77,150,730, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be \$133,562,922 over the term.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the Town secured by the tax increments pursuant to the Act, is contemplated at this time.

SECTION 10: APPRAISED VALUE

10.1 Tax Increment Base

The Tax Increment Base is estimated to be \$9,135,805 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

10.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$7,211,277,826, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate the annual Town TIRZ Increment, and if applicable, the County TIRZ Increment, pursuant to the County Participation Agreement.

SECTION 11: METHOD OF FINANCING

The Final Plan would anticipate the Town will deposit the Town TIRZ Increment into the TIRZ No. 2 Fund beginning in 2023. For example, in FY 2023, the Town's ad valorem tax rate was \$0.38730

per \$100 of taxable value, therefore the Town would contribute \$0.19365 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 2 Fund.

If applicable, the County will deposit the County TIRZ Increment into the TIRZ No. 2 Fund beginning in 2023. For example, in FY 2023, the County's ad valorem tax rate was \$0.217543 per \$100 of taxable value, therefore the Town would contribute \$0.108772 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 2 Fund.

All payments of Project Costs shall be made solely from the TIRZ No. 2 Fund and from no other funds of the Town, or the County unless otherwise approved by their respective governing bodies. The TIRZ No. 2 Fund shall only be used to pay the Project Costs. The Town may amend this Final Plan in compliance with the County Participation Agreement, if applicable, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for thirty (30) years, with the last payment being due by January 31, 2054, unless otherwise terminated in accordance with the Creation Ordinance.

12.2 Termination

The Zone will terminate prior to the expiration of its stated term if the Project Costs have been fully funded. If upon expiration of the stated term of the Zone, the Project Costs have not been collected into the TIRZ No. 2 Fund, the Town and, if applicable, the County shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this section is intended to prevent the Town from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Proposed Uses of the Property
Exhibit G	Map of the Public Improvements
Exhibit H	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

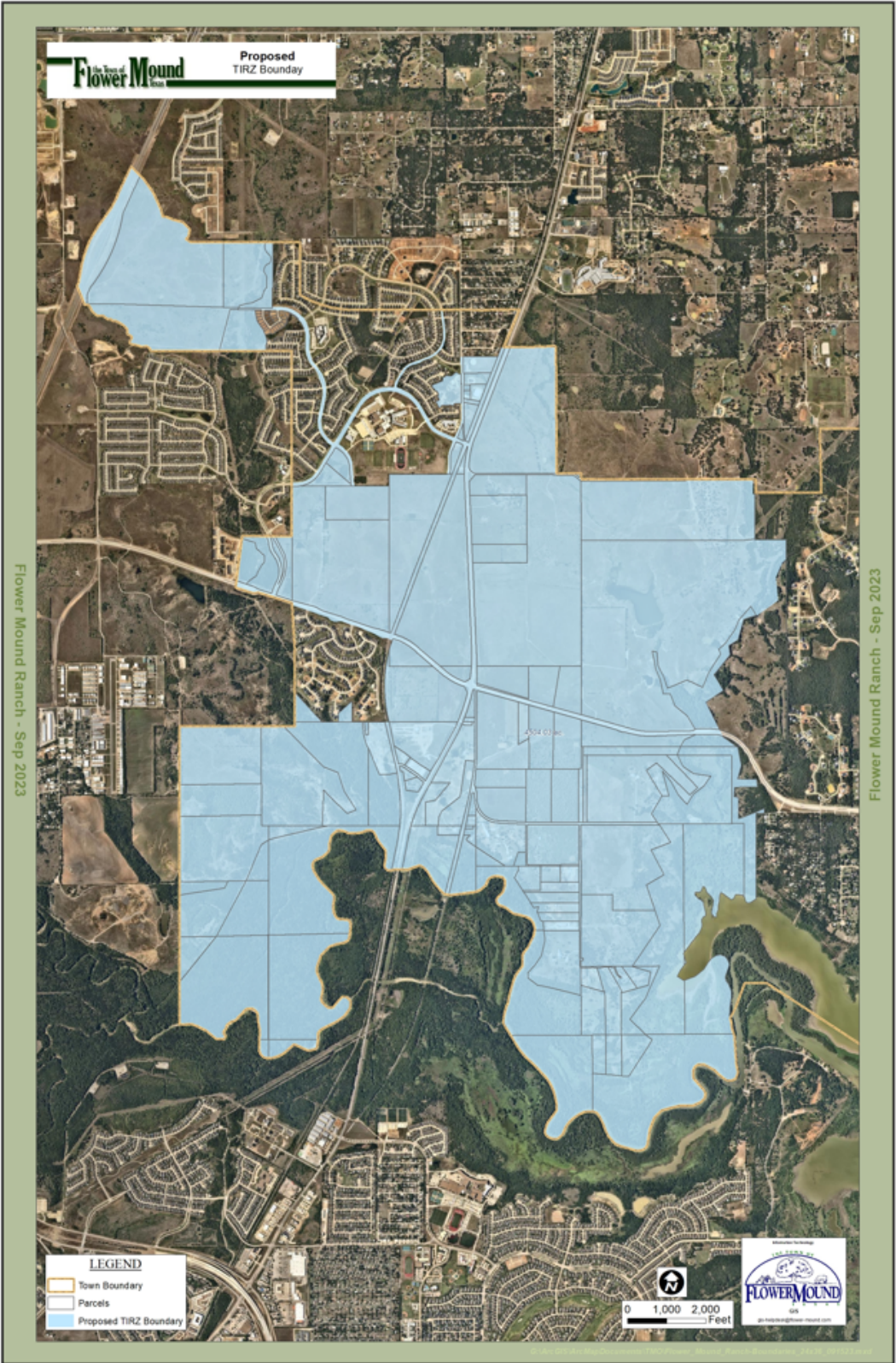


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas Non-Project Costs

Category	Total ^[a]
STREETS / STORM SEWER	\$ 359,578,249
WATER	\$ 99,457,428
WASTEWATER	\$ 54,459,916
PUBLIC TRAIL LINKAGES AND EXTENSIONS	\$ 3,946,645
IMPROVEMENTS AND LANDSCAPING IN PUBLIC OPEN SPACE (EXCLUDING TRAILS)	\$ 50,268,699
IMPROVEMENTS AND LANDSCAPING IN CONSERVATION OPEN SPACE (EXCLUDING TRAILS)	\$ 54,803,881
PUBLIC PARKWAY IMPROVEMENTS (EXCLUDING TRAILS)	\$ 27,680,790
SOFT COSTS	\$ 381,381,382
CONTINGENCY	\$ 97,529,341
Total	\$ 1,129,106,331

Footnotes:

[a] Costs shown for illustrative purposes only, subject to change.

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas Project Costs	
Category	Costs ^[a]
Public Improvements	
STREETS / STORM SEWER	\$ 88,436,866
WATER	\$ 17,044,394
WATER REUSE	\$ 12,494,864
WASTEWATER	\$ 10,570,185
MASTER PLAN TRAILS	\$ 14,471,179
PUBLIC OPEN SPACE IMPROVEMENTS (EXCLUDING TRAILS)	\$ 21,000,000
REQUIRED MONUMENTATION	\$ 1,450,000
SOFT COSTS	\$ 57,117,119
CONTINGENCY	\$ 24,820,124
MUNICIPAL SERVICES	\$ 107,872,317
PUBLIC FACILITIES	\$ 24,072,776
Public Improvements Subtotal	\$ 379,349,824
Administrative Costs	\$ 811,362
Total Project Costs	\$ 380,161,186
Footnotes:	
[a] Costs shown for illustrative purposes only, subject to change.	

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Two, Town of Flower Mound, Texas Estimated Timeline of Incurred Project Costs							
Zone	Calendar						
Year	Year	Administrative Costs ^[a]	CIP Projects	Major Improvements	Public Facilities	DPS Costs	Total Cost ^[b]
Base	2023						
1	2024	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
2	2025	\$ 20,400	\$ -	\$ -	\$ -	\$ -	\$ 20,400
3	2026	\$ 20,808	\$ 4,811,930	\$ 1,078,624	\$ -	\$ -	\$ 5,911,362
4	2027	\$ 21,224	\$ 4,956,288	\$ 1,110,983	\$ -	\$ -	\$ 6,088,495
5	2028	\$ 21,649	\$ 5,104,976	\$ 1,144,312	\$ -	\$ -	\$ 6,270,937
6	2029	\$ 22,082	\$ 5,258,125	\$ 1,178,642	\$ -	\$ -	\$ 6,458,849
7	2030	\$ 22,523	\$ 5,415,869	\$ 1,214,001	\$ -	\$ -	\$ 6,652,394
8	2031	\$ 22,974	\$ 5,578,345	\$ 1,250,421	\$ -	\$ -	\$ 6,851,740
9	2032	\$ 23,433	\$ 5,578,345	\$ 1,250,421	\$ -	\$ -	\$ 6,852,200
10	2033	\$ 23,902	\$ 5,578,345	\$ 1,250,421	\$ -	\$ -	\$ 6,852,668
11	2034	\$ 24,380	\$ 5,745,696	\$ 1,287,934	\$ 1,203,639	\$ 2,913,421	\$ 11,175,069
12	2035	\$ 24,867	\$ 5,918,067	\$ 1,326,572	\$ 1,203,639	\$ 3,237,134	\$ 11,710,279
13	2036	\$ 25,365	\$ 8,610,499	\$ 1,930,097	\$ 1,203,639	\$ 3,498,231	\$ 15,267,831
14	2037	\$ 25,872	\$ 5,953,601	\$ 1,334,537	\$ 1,203,639	\$ 3,759,328	\$ 12,276,977
15	2038	\$ 26,390	\$ 6,132,209	\$ 1,374,573	\$ 1,203,639	\$ 4,020,425	\$ 12,757,236
16	2039	\$ 26,917	\$ 6,316,175	\$ 1,415,810	\$ 1,203,639	\$ 4,281,523	\$ 13,244,064
17	2040	\$ 27,456	\$ 6,505,661	\$ 1,458,285	\$ 1,203,639	\$ 4,542,620	\$ 13,737,659
18	2041	\$ 28,005	\$ 6,700,830	\$ 1,502,033	\$ 1,203,639	\$ 4,803,717	\$ 14,238,224
19	2042	\$ 28,565	\$ 6,700,830	\$ 1,502,033	\$ 1,203,639	\$ 5,064,814	\$ 14,499,881
20	2043	\$ 29,136	\$ 6,700,830	\$ 1,502,033	\$ 1,203,639	\$ 5,325,911	\$ 14,761,550
21	2044	\$ 29,719	\$ 6,901,855	\$ 1,547,094	\$ 1,203,639	\$ 5,587,008	\$ 15,269,315
22	2045	\$ 30,313	\$ 7,108,911	\$ 1,593,507	\$ 1,203,639	\$ 5,848,105	\$ 15,784,475
23	2046	\$ 30,920	\$ 9,164,133	\$ 2,054,198	\$ 1,203,639	\$ 6,076,029	\$ 18,528,918
24	2047	\$ 31,538	\$ 9,439,057	\$ 2,115,824	\$ 1,203,639	\$ 6,303,952	\$ 19,094,010
25	2048	\$ 32,169	\$ 9,722,229	\$ 2,179,299	\$ 1,203,639	\$ 6,531,875	\$ 19,669,211
26	2049	\$ 32,812	\$ 10,013,896	\$ 2,244,678	\$ 1,203,639	\$ 6,759,798	\$ 20,254,823
27	2050	\$ 33,468	\$ 10,314,313	\$ 2,312,018	\$ 1,203,639	\$ 6,987,722	\$ 20,851,160
28	2051	\$ 34,138	\$ 10,623,742	\$ 2,381,378	\$ 1,203,639	\$ 7,215,645	\$ 21,458,542
29	2052	\$ 34,820	\$ 10,623,742	\$ 2,381,378	\$ 1,203,639	\$ 7,443,568	\$ 21,687,148
30	2053	\$ 35,517	\$ 10,623,742	\$ 2,381,378	\$ 1,203,639	\$ 7,671,491	\$ 21,915,768
Total		\$ 811,362	\$ 202,102,245	\$ 45,302,486	\$ 24,072,776	\$ 107,872,317	\$ 380,161,186
Footnotes							
[a] Values increased at 2% annually.							
[b] Costs shown for illustrative purposes only, subject to change.							

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Two, Town of Flower Mound, Texas Feasibility Study													
Zone Year	Calendar Year	Value Growth/ Year ^[a]	Total Added Development Value ²	Total New Taxable Value	Total Incremental Value	Town TIRZ Increment			County TIRZ Increment ^[b]			Total TIRZ No. 2 Fund Contribution	
						%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative
Base	2023			\$ 9,135,805									
1	2024	3%	\$ -	\$ 9,409,879	\$ 274,074	50%	\$ -	\$ -	50%	\$ -	\$ -	\$ -	\$ -
2	2025	3%	\$ -	\$ 9,692,176	\$ 556,371	50%	\$ 531	\$ 531	50%	\$ 298	\$ 298	\$ 829	\$ 829
3	2026	3%	\$ 100,267,925	\$ 110,250,866	\$ 101,115,061	50%	\$ 1,077	\$ 1,608	50%	\$ 605	\$ 903	\$ 1,683	\$ 2,511
4	2027	3%	\$ 103,275,963	\$ 216,834,355	\$ 207,698,550	50%	\$ 195,809	\$ 197,417	50%	\$ 109,984	\$ 110,888	\$ 305,794	\$ 308,305
5	2028	3%	\$ 106,374,242	\$ 329,713,627	\$ 320,577,822	50%	\$ 402,208	\$ 599,626	50%	\$ 225,917	\$ 336,804	\$ 628,125	\$ 936,430
6	2029	3%	\$ 109,565,469	\$ 449,170,504	\$ 440,034,699	50%	\$ 620,799	\$ 1,220,425	50%	\$ 348,697	\$ 685,502	\$ 969,496	\$ 1,905,926
7	2030	3%	\$ 112,852,433	\$ 575,498,053	\$ 566,362,248	50%	\$ 852,127	\$ 2,072,552	50%	\$ 478,632	\$ 1,164,134	\$ 1,330,760	\$ 3,236,686
8	2031	3%	\$ 116,238,006	\$ 709,001,000	\$ 699,865,195	50%	\$ 1,096,760	\$ 3,169,312	50%	\$ 616,041	\$ 1,780,175	\$ 1,712,801	\$ 4,949,487
9	2032	0.00%	\$ 116,238,006	\$ 825,239,006	\$ 816,103,201	50%	\$ 1,355,289	\$ 4,524,601	50%	\$ 761,254	\$ 2,541,429	\$ 2,116,543	\$ 7,066,030
10	2033	0.00%	\$ 1,116,238,006	\$ 1,941,477,012	\$ 1,932,341,207	50%	\$ 1,580,384	\$ 6,104,985	50%	\$ 887,688	\$ 3,429,116	\$ 2,468,072	\$ 9,534,102
11	2034	3%	\$ 119,725,146	\$ 2,119,446,468	\$ 2,110,310,663	50%	\$ 3,741,979	\$ 9,846,964	50%	\$ 2,101,837	\$ 5,530,953	\$ 5,843,815	\$ 15,377,917
12	2035	3%	\$ 123,316,900	\$ 2,306,346,763	\$ 2,297,210,958	50%	\$ 4,086,617	\$ 13,933,580	50%	\$ 2,295,417	\$ 7,826,369	\$ 6,382,033	\$ 21,759,950
13	2036	3%	\$ 179,420,089	\$ 2,554,957,255	\$ 2,545,821,450	50%	\$ 4,448,549	\$ 18,382,130	50%	\$ 2,498,711	\$ 10,325,080	\$ 6,947,260	\$ 28,707,210
14	2037	3%	\$ 124,057,345	\$ 2,755,663,317	\$ 2,746,527,512	50%	\$ 4,929,983	\$ 23,312,113	50%	\$ 2,769,128	\$ 13,094,208	\$ 7,699,111	\$ 36,406,321
15	2038	3%	\$ 127,779,065	\$ 2,966,112,282	\$ 2,956,976,477	50%	\$ 5,318,651	\$ 28,630,763	50%	\$ 2,987,439	\$ 16,081,648	\$ 8,306,090	\$ 44,712,411
16	2039	3%	\$ 131,612,437	\$ 3,186,708,088	\$ 3,177,572,283	50%	\$ 5,726,185	\$ 34,356,948	50%	\$ 3,216,348	\$ 19,297,995	\$ 8,942,533	\$ 53,654,944
17	2040	3%	\$ 135,560,810	\$ 3,417,870,141	\$ 3,408,734,336	50%	\$ 6,153,369	\$ 40,510,317	50%	\$ 3,456,293	\$ 22,754,288	\$ 9,609,662	\$ 63,264,605
18	2041	3%	\$ 139,627,635	\$ 3,660,033,880	\$ 3,650,898,075	50%	\$ 6,601,014	\$ 47,111,331	50%	\$ 3,707,731	\$ 26,462,020	\$ 10,308,746	\$ 73,573,351
19	2042	0.00%	\$ 139,627,635	\$ 3,799,661,515	\$ 3,790,525,710	50%	\$ 7,069,964	\$ 54,181,295	50%	\$ 3,971,137	\$ 30,433,156	\$ 11,041,101	\$ 84,614,452
20	2043	0.00%	\$ 1,139,627,635	\$ 4,939,289,150	\$ 4,930,153,345	50%	\$ 7,340,353	\$ 61,521,648	50%	\$ 4,123,012	\$ 34,556,168	\$ 11,463,365	\$ 96,077,816
21	2044	3%	\$ 143,816,464	\$ 5,231,284,288	\$ 5,222,148,483	50%	\$ 9,547,242	\$ 71,068,890	50%	\$ 2,894,502	\$ 37,450,670	\$ 12,441,744	\$ 108,519,560
22	2045	3%	\$ 148,130,958	\$ 5,536,353,774	\$ 5,527,217,969	50%	\$ 10,112,691	\$ 81,181,581	50%	\$ 3,137,943	\$ 40,588,613	\$ 13,250,633	\$ 121,770,193
23	2046	3%	\$ 190,956,375	\$ 5,893,400,763	\$ 5,884,264,958	50%	\$ 10,703,458	\$ 91,885,038	50%	\$ 3,393,379	\$ 43,981,992	\$ 14,096,837	\$ 135,867,030
24	2047	3%	\$ 196,685,067	\$ 6,266,887,853	\$ 6,257,752,048	50%	\$ 11,394,879	\$ 103,279,917	50%	\$ 3,703,061	\$ 47,685,053	\$ 15,097,940	\$ 150,964,970
25	2048	3%	\$ 202,585,619	\$ 6,657,480,107	\$ 6,648,344,302	50%	\$ 12,118,137	\$ 115,398,054	50%	\$ 4,028,264	\$ 51,713,317	\$ 16,146,401	\$ 167,111,371
26	2049	3%	\$ 208,663,187	\$ 7,065,867,697	\$ 7,056,731,892	50%	\$ 12,874,519	\$ 128,272,573	50%	\$ 4,369,641	\$ 56,082,958	\$ 17,244,160	\$ 184,355,531
27	2050	3%	\$ 214,923,083	\$ 7,492,766,811	\$ 7,483,631,006	50%	\$ 13,665,361	\$ 141,937,934	50%	\$ 4,727,871	\$ 60,810,829	\$ 18,393,232	\$ 202,748,763
28	2051	3%	\$ 221,370,775	\$ 7,938,920,591	\$ 7,929,784,786	50%	\$ 14,492,051	\$ 156,429,986	50%	\$ 5,103,656	\$ 65,914,485	\$ 19,595,708	\$ 222,344,471
29	2052	0.00%	\$ 221,370,775	\$ 8,160,291,366	\$ 8,151,155,561	50%	\$ 15,356,028	\$ 171,786,014	50%	\$ 5,497,728	\$ 71,412,213	\$ 20,853,756	\$ 243,198,227
30	2053	0.00%	\$ 1,221,370,775	\$ 9,381,662,142	\$ 9,372,526,337	50%	\$ 15,784,713	\$ 187,570,727	50%	\$ 5,738,517	\$ 77,150,730	\$ 21,523,229	\$ 264,721,456
Total			\$ 7,211,277,826			\$ 187,570,727			\$ 77,150,730			\$ 264,721,456	

Assumptions	
Tax Increment Base ^[c]	\$ 9,135,805
Town AV Rate	\$ 0.387300
County AV Rate ^[b]	\$ 0.217543

Footnotes	
[a] Values increased at 3% annually with two years of no growth each decade to simulate an economic downturn.	
[b] County has not yet agreed to participate and is shown for illustrative purposes only.	
[c] Tax Increment Base is subject to confirmation by Appraisal District.	

EXHIBIT F – PROPOSED USES OF THE PROPERTY

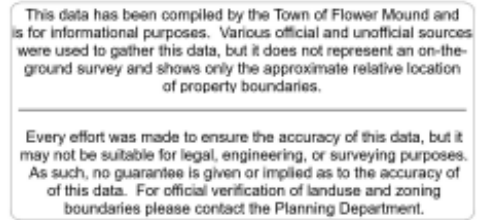


EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS

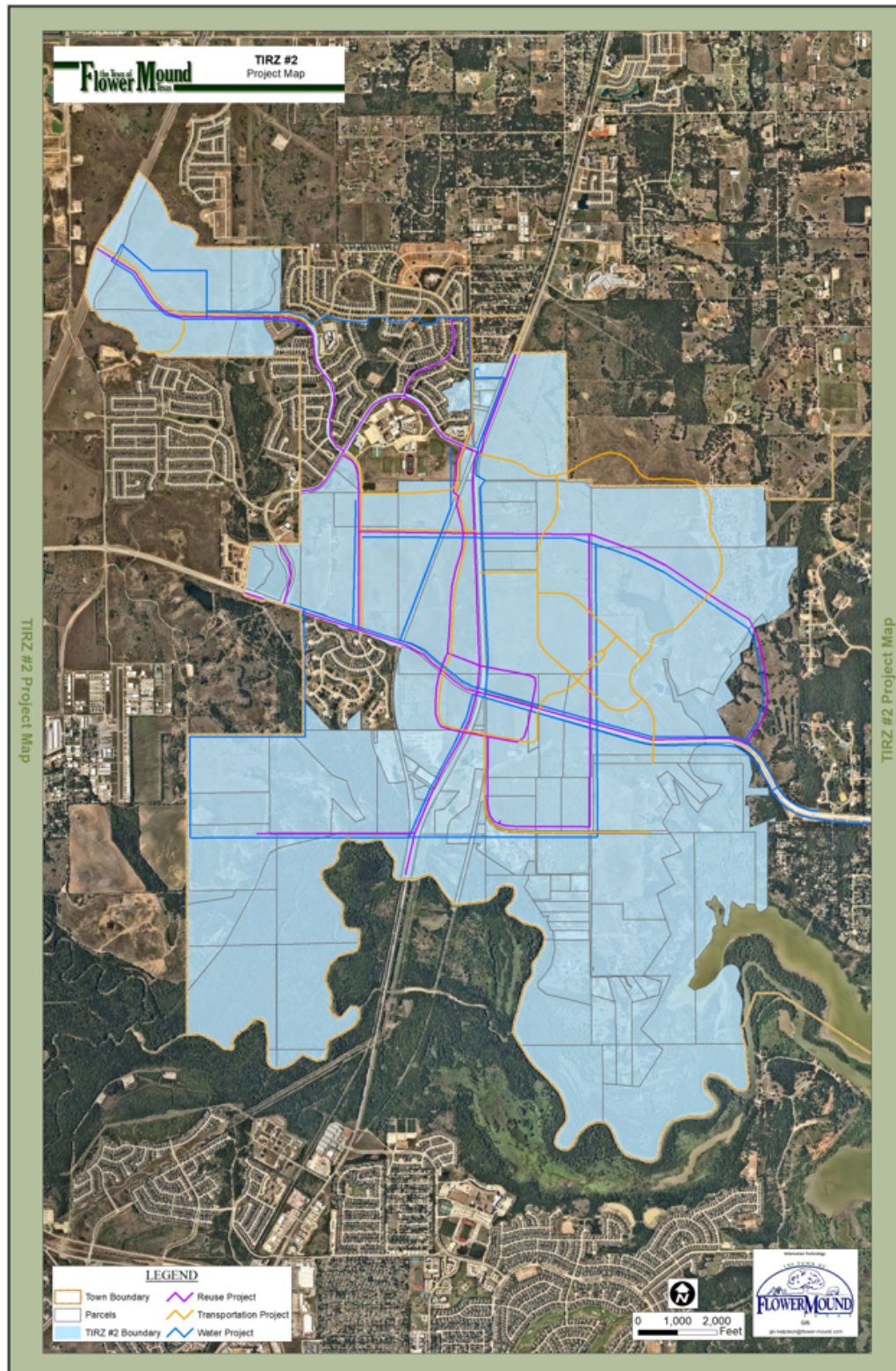


EXHIBIT H – PARCEL IDENTIFICATION

Property IDs					
757322	68296	64905	464314	165014	1024797
757321	68015	64902	331390	165013	1024796
757320	67692	64791	331389	165012	1024795
752733	67691	64776	303674	165011	1024793
752732	67690	64776	296969	165010	1024792
731177	67689	64622	268308	165009	1024791
731175	67688	64620	258635	162981	1024790
72913	67274	64618	247046	156651	1024789
72908	658831	64596	239350	154820	1024788
715469	657617	64590	219487	151184	1024787
70718	64956	64588	219483	149229	1024786
70663	64955	64588	219477	123004	1024785
70662	64955	64587	219475	122452	1024784
692510	64954	64587	208365	122037	1024783
68684	64953	64583	208108	111156	1024782
68682	64951	64581	208051	111155	1024781
68680	64949	64540	208047	1024803	1024780
68678	64948	64535	208045	1024802	1024779
68669	64945	64530	208044	1024801	1024778
68387	64943	64530	208044	1024800	1024777
68309	64939	537189	178736	1024799	1024776
68307	64937	468689	178735	1024798	

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 3,962.176 ACRES OF LAND GENERALLY LOCATED NORTH AND SOUTH OF THE INTERSECTION OF FM 1171 AND US 377, EXPANDING WEST TO PROPERTY LOCATED ADJACENT TO I-35W, AND EAST TO WHITES BRANCH AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF FLOWER MOUND, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE TOWN SECRETARY OF THE TOWN OF FLOWER MOUND, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE TOWN OF FLOWER MOUND, TEXAS TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the Town Council of the Town (the "Town Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 3,962.176 acres of land generally located north and south of the intersection of FM 1171 and US 377, expanding west to property located adjacent to I-35W, and east to Whites Branch and being wholly located within the corporate limits of the Town (the "Zone"), with the boundaries of the Zone being generally depicted in **Exhibit A** attached hereto and made a part hereof for all purposes; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the Town no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the Town Council has determined to hold a public hearing on November 6, 2023, on the creation of the Zone.

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

SECTION I. That a public hearing is hereby called for November 6, 2023, at 6:00 p.m., in Jody Smith Hall, at Flower Mound Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property

within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. That at such time and place the Town Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the Town Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 3. That attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. That the Town Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit B** in a newspaper of general circulation in the Town no later than the 7th day before the date of the hearing on November 6, 2023.

SECTION 5. That before the November 6, 2023, hearing concerning the Zone, the Town shall prepare a preliminary reinvestment zone project and finance plan.

SECTION 6. That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED by the Town Council of the Town of Flower Mound, Texas, on the 2nd day of October 2023.

Mayor

ATTEST:

Town Secretary

Exhibit A – Depiction of the Proposed Zone

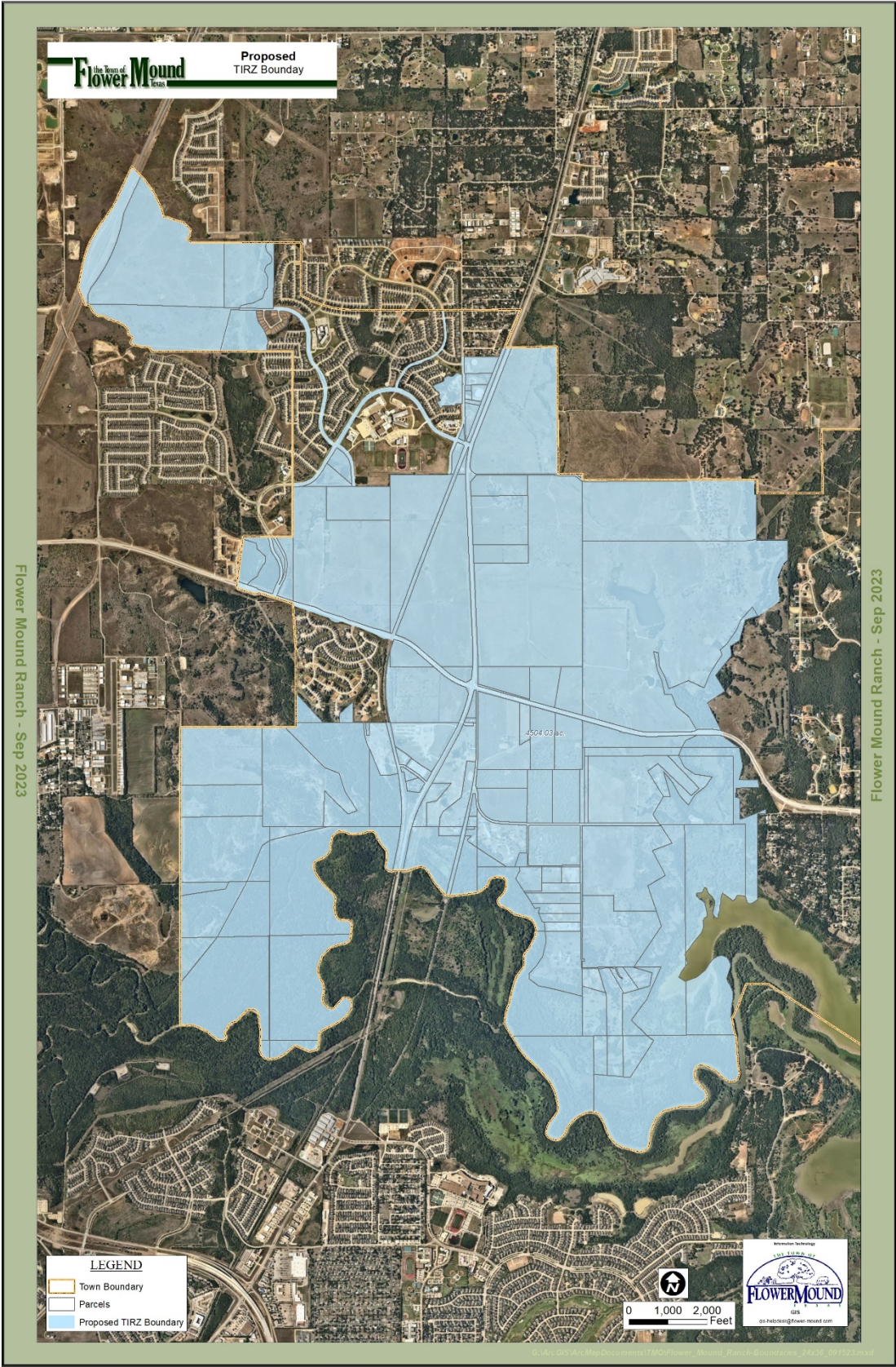


Exhibit B

**TOWN OF FLOWER MOUND TOWN COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE**

THE TOWN OF FLOWER MOUND TOWN COUNCIL WILL HOLD A PUBLIC HEARING ON NOVEMBER 6, 2023 AT 6:00 P.M. IN JODY SMITH HALL LOCATED AT FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS 75028, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE TOWN OF FLOWER MOUND AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED ZONE, WHICH PROPOSED REINVESTMENT ZONE CONTAINS APPROXIMATELY 3,962.176 ACRES OF LAND GENERALLY LOCATED NORTH AND SOUTH OF THE INTERSECTION OF FM 1171 AND US 377, EXPANDING WEST TO PROPERTY LOCATED ADJACENT TO I-35W, AND EAST TO WHITES BRANCH AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF FLOWER MOUND, TEXAS. A MAP DEPICTING THE BOUNDARIES OF THE PROPOSED REINVESTMENT ZONE IS AVAILABLE IN THE OFFICE OF THE TOWN SECRETARY AT 2121 CROSS TIMBERS ROAD, FLOWER MOUND, TEXAS 75028, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, THE CREATION OF THE PROPOSED REINVESTMENT ZONE, ITS BOUNDARIES AND/OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE TOWN COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE AND OTHER RELATED MATTERS.



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

DATE: October 2, 2023
FROM: Poornima Kashyap, Principal Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD22-0001 – Lakeside Center) to amend Planned Development No. 169 (PD-169) with Campus Commercial uses for both residential and non-residential uses to modify PD-169 boundary to include additional acreage, to modify development standards, and to request certain exceptions, modifications and waivers to the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (PZ recommended denial by a vote of 6 to 0 at its September 25, 2023, meeting.)**

BACKGROUND:

- Size – 11.76 acres
- Zoning – Planned Development District-169 (PD-169) with Campus Commercial uses for both residential and non-residential uses
- Proposed use – Boundary change between PD-169 and PD-153 to accommodate a 4-story office building on top of a 3-story garage.
- SMARTGrowth – Previously completed
- Traffic Analysis – A Traffic Impact Analysis (TIA) determined the Level of Service (LOS) of FM 2499 would remain at acceptable levels, but the LOS getting in and out of the Lakeside Center and Lakeside Crossing developments would exceed LOS C. The mitigation is to install a traffic signal at the existing median opening in front of Home Depot. With a traffic signal installed, the LOS of both FM 2499 and the development meets acceptable levels.
- Exceptions:
 1. Parking: Request to continue to use the same parking ratio range (minimum 1/333 sf to maximum 1/200 sf) that was approved for Lakeside Center, Phase 1 development.
 2. Meritorious Design exception to:
 - Provide one horizontal articulation on the east façade and no horizontal articulation on the remaining facades.
 - Allow 65% doors and windows on east façade, 68% doors and windows on south façade, and 82% doors and windows on north façade.
 - Allow Architectural precast panels as primary masonry and Architectural metal as secondary building materials to complement Phase 1 buildings.
 - Allow the use of the color gray.
 3. Comprehensive Sign Package:
 - East Façade – A maximum of six signs on the building and a maximum of two signs on the garage.
 - North Façade – A maximum of four signs
 - South Façade – a maximum of four signs
 - Size of wall signs – Maximum height 72 inches and maximum width 50 inches.
 - Allow one off-site ground sign with maximum size of 150 sf for Phase 2 building.
- Incentives – None requested

- [Planning and Zoning Commission Staff Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended denial by a vote of 6 to 0 at its September 25, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

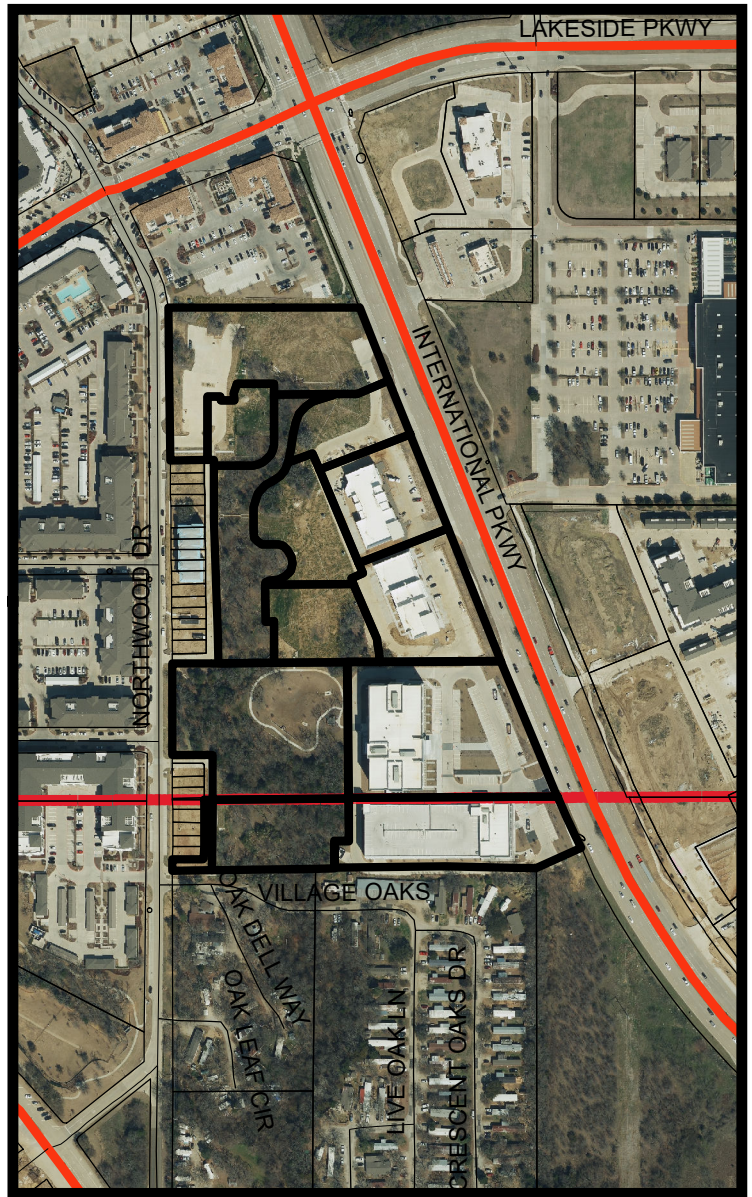
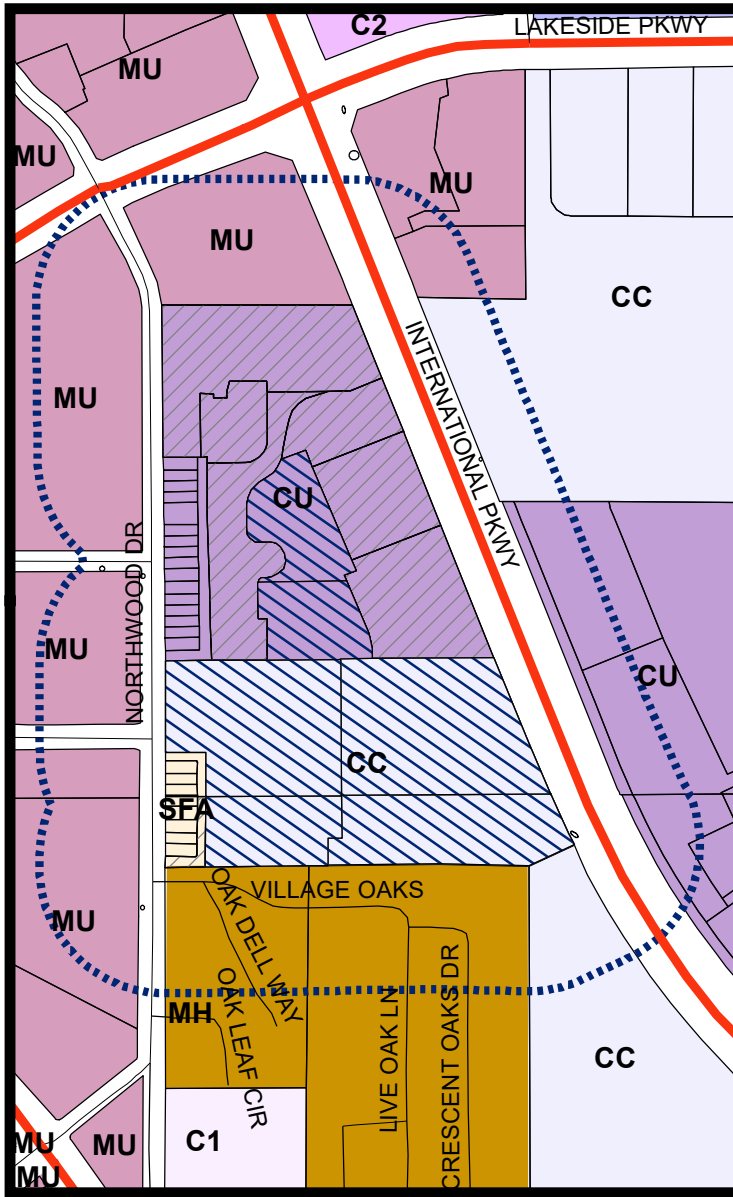
ATTACHMENTS:

1. Vicinity & Aerial Map
2. DRAFT Ordinance
3. EXHIBIT A-F

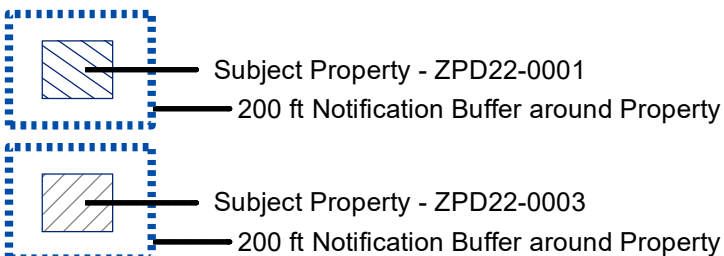
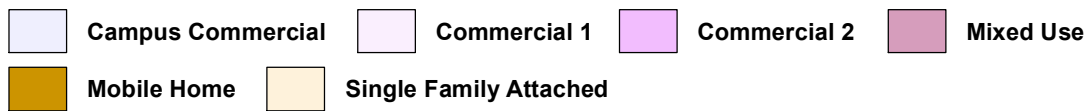
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

Reference Project: ZPD22-0001 & ZPD22-0003

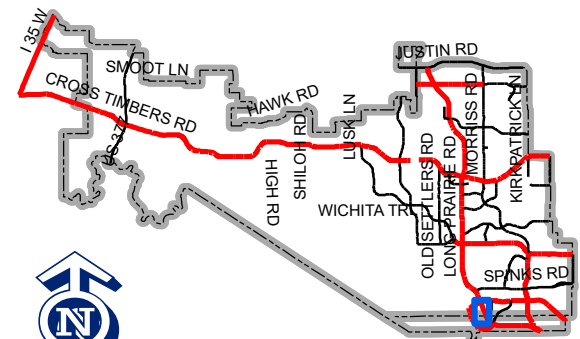


LEGEND

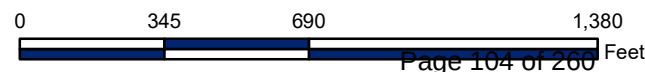


Visit www.fmdevmap.com to learn more about this project.

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 ORDINANCE NO. 03-19, AS AMENDED BY ORDINANCE NO. 03-21, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 169 (PD-169) ON LOTS 1 AND 2X, BLOCK A, LAKESIDE CENTER ADDITION, BY INCORPORATING A PORTION OF LOT 5 AND ALL OF LOTS 6 AND 7, BLOCK A, OF THE LAKESIDE CROSSING ADDITION, CONSISTING OF APPROXIMATELY 2.325 ACRES; AMENDING THE DEVELOPMENT STANDARDS FOR PLANNED DEVELOPMENT DISTRICT NO. 169 (PD-169) AND ADDING A CONCEPT PLAN, CONCEPT LANDSCAPE PLAN, OPEN SPACE PLAN, CONCEPTUAL ELEVATIONS, AND COMPREHENSIVE SIGN PACKAGE FOR PHASE 2; 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, Texas (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 (the “Town Council”) 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 11.76 acres of land and being all of Lots 1 and 2x, Block A of the Lakeside Center Addition, as well as a portion of Lot 5 and all of Lots 6 and 7, Block A of the Lakeside Crossing Addition, have filed an application to amend Ordinance No. 03-19, as amended by Ordinance No. 03-21, for Planned Development District-169 (PD-169), seeking to incorporate additional tracts of land into the planned development and to update and add development standards and other conceptual plans for the development as a whole; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on September 25, 2023, and the Town Council held a public hearing on October 2, 2023, with respect to the proposed Zoning Planned Development amendment as described herein; and,

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

WHEREAS, the Town Council finds that amendment of Ordinance No. 03-19, as amended by Ordinance No. 03-21, for Planned Development District No. 169 (PD-169) 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 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, as amended, are hereby amended on the hereinafter described property and area as follows:

Ordinance No. 03-19, as amended by Ordinance No. 03-21, is hereby amended by incorporating into Planned Development District No. 169 (PD-169) approximately 2.325 acres consisting of a portion of Lot 5 and all of Lots 6 and 7, Block A of the Lakeside Crossing Addition and more fully described in Exhibit "A," attached hereto and incorporated herein.

SECTION 2

The Land Development Regulations of the Town, as amended, are hereby amended on the hereinafter described property and area as shown below:

11.76 acres of land and being all of Lots 1 and 2X, Block A of the Lakeside Center Addition, as well as a portion of Lot 5 and all of Lots 6 and 7, Block A of the Lakeside Crossing Addition, and more fully described in Exhibit "A," attached hereto.

- A. Ordinance No. 03-19, as amended herein and by Ordinance No. 03-21, is hereby amended to replace the existing Development Standards with the Development Standards attached hereto as Exhibit "B," and incorporated herein.
- B. Ordinance No. 03-19, as amended herein and by Ordinance No. 03-21, is hereby amended to add the Concept Plan, Concept Landscape Plan, Concept Elevations, and Open Space Plan attached hereto as Exhibits "C," "D," "E," and "F," respectively, and incorporated herein.

SECTION 3

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Ordinance 03-19, as amended by Ordinance No. 03-21 for Planned Development District No. 169 (PD-169), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town.

SECTION 4

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

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

SECTION 6

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council 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, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

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

SECTION 8

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

SECTION 9

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 2ND DAY OF OCTOBER, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

Exhibit "B"
Development Standards

Planned Development District - 169 (PD-169)
Lakeside Center

The development on the property comprising approximately 12.371 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:

I. Campus Commercial District (CC)

Development of the Campus Commercial District area designated on Exhibit "C", comprising of approximately 11.76 acres, shall be in compliance with all regulations applicable to the Campus Commercial District (CC) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- A. PERMITTED USES. The uses listed as Permitted Uses in Campus Commercial District (CC) in the Town's Zoning Ordinance except as otherwise listed herein may be permitted in the areas designated on Exhibit "C" as Campus Commercial District (CC) areas. The following uses shall be prohibited within PD-169:

1. Railroad track;
2. Recreation Center, public;
3. Telephone equipment station.

- B. SPECIFIC USES. The uses listed as Specific Uses in Campus Commercial District (CC) in the Town's Zoning Ordinance, except as otherwise listed herein, may be permitted in the areas designated on Exhibit "C" as Campus Commercial District (CC) areas subject to approval of a Specific Use Permit (SUP) by the Town Council:

1. Car wash, automatic;
2. Car wash, full-service;
3. Convenience store with gasoline sales;
4. Electrical energy generating plant;
5. Recycling dropoff center;

- C. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in areas designated on Exhibit "C" as Campus Commercial District (CC) only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

- D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Campus Commercial District (CC) in the Town's Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum front yard. There shall be a minimum front yard of 60 feet along major thoroughfares in the Campus Commercial District (CC) areas. Parking may be permitted in the front yard but shall be prohibited in the required landscape buffer

described below. There shall be no minimum front yard requirement along all other roadways.

2. Minimum rear yard. There shall be no minimum rear yard requirement in the Campus Commercial District (CC) areas.
3. Maximum lot coverage. There shall be no maximum lot coverage requirement in the Campus Commercial District (CC) areas.
4. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the Campus Commercial District (CC) areas.

E. LANDSCAPE, HARDSCAPE AND SCREENING. The following landscaping, hardscaping, and screening requirements shall apply to areas designated on Exhibit "D" as Campus Commercial District (CC) areas:

1. There shall be a minimum landscape buffer of 25 feet along FM 2499.
2. All undeveloped areas of the street yard along FM 2499 shall be landscaped a minimum of 35 percent.
3. Enhanced landscaping shall mean incorporating additional trees, shrubs, ground cover, seasonal landscaping above the minimum required by the Town's Code of Ordinances.
 - a. There shall be a minimum of 1,500 square feet of enhanced landscaping (excluding additional trees) within the street buffer along parking areas.
 - b. There shall be a minimum of 4,500 square feet of enhanced landscaping throughout the development, exclusive of the street buffer enhanced landscaping.
4. A compatibility landscape buffer along the south property line of the PD boundary shall not be required.
5. There shall be a minimum of four (4) amenity areas provided throughout the development: the central open space, the entrance plaza, the south plaza, and the north plaza as shown on Exhibit "D".
6. A minimum of 4,100 square feet of enhanced pavement shall be constructed. Enhanced pavement is defined as pavement that is either stamped, stained, or combination thereof, or concrete pavers, or other type of textured pavement.
7. Improvements within Lot 8X, Lots 6 and 7 of Lakeside Crossing as amended, such as landscaping, hardscaping, lighted bollards, steps, and trails, shall be installed as indicated on Exhibit "D" Concept Landscape Plan prior to the acceptance of Lakeside Center Building #3.

F. OPEN SPACE REQUIREMENTS. The following open space requirements shall apply to areas designated on Exhibit "E" as Campus Commercial District (CC) areas:

1. There shall be a minimum of 33% of land area used for open space purposes throughout the entire Planned Development property. Open Space is defined as area designated as Central Open Space as shown on Exhibit "E" within the Planned Development that is accessible to the public, has a physical location that runs north to south along the existing stream, and shall contain improvements that serve as a sense of place for gathering, allow for passive recreation and exercise or relaxation, and preserves natural environment.
2. Detention areas may be either grass sloped edges or hard edges and shall be permitted in the central open space area. However, the detention area shall not extend into the natural zone as shown on Exhibit "E", the conceptual Open Space Plan.
3. Trails within open space areas shall have a minimum width of five feet and may be stone walkways, concrete, patterned concrete, or decomposed granite with binder, and shall have pedestrian lighting.
 - a. The trail around the pond shall provide a connection to the north and to Building No.1. There shall be a minimum of two bump-outs along the pond trail. Each bump out shall include a seating element (bench, natural rocks, or a combination), one shade tree and minimum of 30 square feet of enhanced landscaping.
4. The central open space area, landscape buffer, amenities, and enhanced pavement/landscaping shall be maintained by the Property Owner's Association .
5. Retaining walls four feet or taller shall be landscaped to relieve the visual effect of the long expanse of the clad wall.
6. The central open space area shall consist of three zones. These zones are listed below with descriptions and use of each zone. Each shall endeavor to preserve as much of the existing topography and trees of the central open space area as possible.
 - a. Natural Zone
 - i. The existing stream, specimen trees, natural topography, and rock outcroppings shall be preserved.
 - ii. May be selectively cleared and grubbed provided that no heavy machinery is used. May remove trees/saplings that are two inches or less in caliper, vines, and shrubs.
 - iii. Maintenance of this zone may include yearly or biannual clearing of deceased trees in accordance with Section I.6.a.ii. herein. Natural Zone area shall be kept free of debris/trash.
 - iv. Native and riparian plant material shall be re-established if impacted by clearing and grubbing.
 - v. A nature trail may be allowed so long as they are surfaced with natural materials and remain permeable. Town approval of nature trail is subject to requirements under Section I.G.8. herein.
 - vi. Grading is prohibited in this zone unless necessary for restoration or drainage.
 - b. Detention Pond Zone

- i. The zone shall be designed to provide storm water detention/retention for the development.
- ii. If retention is used, aeration shall be required in the pond.
- iii. The pond size may change in order to meet on site detention requirements in accordance with Section I.G.2. herein.
- iv. Areas disturbed by grading shall be re-established with vegetative material.
- v. Detention Pond area shall be kept free of debris/trash.

c. Open Space Zone

The Open Space Zone is a passive recreational zone which allows the following activity:

- i. Clearing and grubbing is permitted within this zone.
- ii. Tree protection per the town's ordinance applies.
- iii. Selective grading for improvements is permitted for the purpose of this section, "selective grading" means that grading is only allowed to reasonably accommodate a proposed improvement. The Town shall determine if the grading request can reasonably accommodate the proposed improvement.
- iv. Open Space Zone shall be re-established with vegetative cover, such as grass (sod or hydromulch) where grading disturbance occurs for improvements in order to control erosion.
- v. There shall be a minimum of 15 shade trees installed in and/or around the detention pond (Trees may also be within the Detention Pond Zone). Said trees shall be conducive to saturated soil conditions.
- vi. Open Space Zone shall be kept free of debris/trash.

7. The following amenities/plaza areas shall be provided:

- a. Entrance Plaza and Front Open Space consisting of the following:
 - i. Minimum of 9,000 square feet of total area
 - ii. Enhanced pavement
 - iii. Enhanced landscaping
 - iv. Pedestrian scale lighting
- b. South Plaza (area between Building 1 and Parking Garage) consisting of the following:
 - i. Minimum of 5,000 square feet of total area
 - ii. Shade structure with a minimum area of 400 square feet
 - iii. Seating area consisting of a minimum of four (4) benches, seat walls, and/or tables and chairs
 - iv. Enhanced pavement
 - v. Enhanced landscaping
 - vi. Pedestrian scale lighting
- c. North Plaza (area west of Building 3) consisting of the following:
 - i. Minimum of 1,600 square feet of total area
 - ii. Bench
 - iii. Trash receptacle
 - iv. Enhanced landscaping
 - v. Pedestrian scale lighting
 - vi. Enhanced pavement

vii. Shade structure

8. Administration of construction activity in the Central Open Space: Construction activity including, but not limited to grading, clearing, grubbing, building, and reestablishment of disturbed areas within the Central Open Space (collectively "Construction Activity") is subject to review and approval by the Town. As a part of the review, the Town may require detailed plans to show the extent of impact within each zone and proposed restoration plan to mitigate the impacts to the Central Open Space area. The Town shall issue a permit for the Construction Activity once the Town determines, at its reasonable discretion, the activity will not have a negative impact on erosion, natural habitat, drainage, or flooding.
9. A wetland delineation shall be performed to determine if the existing creek is a Waters of the US and the preparation of a Wetlands Delineation and Jurisdictional Determination Report may be required to obtain the necessary approvals if impact to the creek is proposed.
10. The Tree Protection Plan shall comply with the Town's tree ordinance except as listed herein:

If any of the remaining eleven specimen trees die within 12 months after final acceptance from the Town for this development, then the tree must be replaced with three, two and one-half to three-inch caliper trees. Replacement trees shall be of a species listed on the town's approved mitigation and replacement tree planting list. Replacement trees shall have a minimum height of at least six feet, and shall be planted in locations approved by the tree preservation and enforcement officer or authorized designee.

G. NON-RESIDENTIAL ARCHITECTURAL STANDARDS. The following architectural standards shall apply to areas designated on Exhibit "F" as Campus Commercial District (CC) areas:

1. There shall be a unified design theme consistent with the attached Architectural Imagery Package, Exhibit "F".
2. Buildings shall use a combination of materials that complement the design theme. Building design shall be a sleek and linear modern look with minimum detailing for simplicity and clarity which is consistent with the theme.
3. Entrances to buildings shall be clearly identified to pedestrians and motorists and shall be accentuated by the use of canopies, porticos, recessed wall planes, overhangs or other similar features that are compatible with the architectural style.
4. Building materials shall include the following:
 - a. Primary masonry materials (as depicted on Concept Elevations, Exhibit "E") shall consist of a minimum of 80% of each exterior façade, excluding doors and windows, and shall consist of the following materials:
 - i. Stucco
 - ii. Tilt Wall
 - iii. Architectural Precast Panels

However, brick and stone may be used as a substitute primary masonry material.

- b. Secondary materials shall consist of a maximum of 20% of each exterior façade, excluding doors and windows, and may consist of the following materials:
 - i. Architectural Metal
 - ii. EIFS
5. The windows on Building 3 shall not exceed the reflectivity rating of Building 1 and Building 2, estimated to be 32% and to be reviewed and approved prior to issuance of building permit for Building 3.
6. Mirrored glass shall be prohibited.
7. Primary building colors consisting of neutral and earth tones such as brown, olive, gray, and white, or shades thereof, shall comprise a minimum of 80% of the building façade including miscellaneous tributary, ancillary architectural elements such as canopies, balconies, trim, etc. Accent colors shall relate to the primary colors and may comprise the remainder. The use of striking accent colors that do not relate to the primary colors are prohibited. For the purpose of this section, striking color means bold, bright and/or florescent colors.
8. Exposed grade beams around the buildings shall include details and patterns that provide interest to the concrete beam component. Such detail can be accomplished by patterned scoring, casting, texturing or their finishing treatment.
 - a. Parapets or screening are required on flat roofs so that any roof top equipment is not visible from the street right-of-way.
9. South Garage Building Elevations: Exterior facades of the garage must comply with the following standards:
 - a. North and south facades must incorporate a repeating pattern that includes color, texture, and/or material change. In addition, vertical elements shall be incorporated to the facade design in order to create a repeating pattern. This can be achieved through the use of projections or offsets. A wall with a minimum height of 42 inches to screen parked vehicles shall be required and must utilize design elements from the main building.
 - b. Elevator and stair shafts shall be located internal to the garage.
10. North Garage Building Elevations: Exterior facades of the garage must comply with the following standards:
 - a. North and east facades must incorporate a repeating pattern that includes color, texture, and/or material change. In addition, vertical elements shall be incorporated to the façade design in order to create a repeating pattern. This can be achieved through the use of projections or offsets. Walls shall be a minimum 42" tall in order to screen parked vehicles. The design must utilize the elements of the main building.

- b. Elevator and stair shafts shall be located internal to the garage.

II. Townhome District - Single Family Attached (SF-A)

Development of the Townhome District area designated on Exhibit "C", comprising of approximately 0.658 acres, shall be in compliance with all regulations applicable to the Single Family Attached District (SF-A) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- A. PERMITTED USES. The uses listed as Permitted Uses in the Single Family Attached District (SF-A) in the Town's Zoning Ordinance may be permitted in the areas designated on Exhibit "C" as Townhome District.
- B. SPECIFIC USES. The uses listed as Specific Uses in the Single Family Attached District (SF-A) may be permitted in the areas designated on Exhibit "C" as Townhome District.
- C. TEMPORARY USES. The uses listed as Temporary Uses in the Single Family Attached District (SF-A) in the Town's Zoning Ordinance may be permitted in the areas designated on Exhibit "C" as Townhome District areas only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".
- D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Single Family Attached (SF-A) in the Town's Zoning Ordinance shall be required for areas designated on Exhibit "C" as Townhome District except as otherwise listed herein:
 - 1. Minimum lot area per dwelling. The minimum lot area per dwelling unit shall be 1,800 square feet.
 - 2. Minimum lot width. The minimum lot width shall be 27 feet.
 - 3. Minimum front yard. There shall be no minimum front yard requirement.
 - 4. Minimum side yard. There shall be no minimum side yard requirement.
 - 5. Minimum rear yard. The minimum rear yard shall be five feet.
 - 6. Maximum lot coverage. The maximum lot coverage shall be 90 percent.
 - 7. Maximum floor area ratio. There shall be no maximum floor area ratio requirement.
 - 8. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet.
- E. TOWNHOME ELEVATIONS. The following architectural standards shall apply to areas designated on Exhibit "C" as Townhome District:

1. The architecture of the townhomes shall be consistent with the attached Conceptual Elevations of the Townhomes, Exhibit "F".
2. Primary building materials shall consist of a minimum of 80% of each exterior façade and shall consist of the following materials:
 - a. Stone
 - b. Stucco
3. Roofs materials shall consist of concrete (or similar) tile.
4. Each unit shall have a covered balcony with metal railing.

III. Miscellaneous Standards

The following standards shall apply to the entire Planned Development.

- A. PARKING. This Planned Development shall be subject to the following parking standards:

Based on the submitted Parking Study, the office uses will have a minimum parking requirement of 3 spaces per 1,000 square feet and a maximum of 5 spaces per 1,000 square feet.

The 19 parking spaces located to the east of the Building #3 shall be counted towards meeting the parking requirement of Lakeside Crossing (PD-153) development.

- B. ADMINISTRATION. There shall be established Lakeside Center Property Owners' Association (POA). Said association shall file Covenants, Conditions, and Restrictions (CC&Rs) in the Denton County Real Property Records at the same time the Record Plat is being filed and said POA shall be responsible for the maintenance of the following:

1. Open space areas;
2. Site landscaping and amenity areas;
3. Parking garages;
4. Other items as listed in the CC&Rs.

The owner of Building #3 of Lakeside Center shall be responsible for the perpetual maintenance of landscaping and hardscaping improvements within Lot 8x of Lakeside Crossing. A copy of maintenance agreement or similar documentation shall be provided at the time of site plan application for Building #3 and upon staff approval, filed at the Denton County Real Property Records at the same time the Record Plat is being filed.

- C. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to an approved Environmental Protection Plan.

- D. SIGNAGE. As part of this PD, the following signage regulations shall serve as a Comprehensive Sign Package for PD-169. Proposed wall, ground, and leasing signage shall be permitted as shown on Exhibit "G" – Comprehensive Sign Package and shall comply with the following requirements:

1. Wall signs:

- a. Wall signs shall be permitted in the locations shown on Exhibit G, "Signage Areas".
- b. For building number one, the standards for wall signs shall be as follows:
 - i. Maximum Sign Height: seventy-two (72) inches
 - ii. Maximum Sign Width: fifty (50) feet
 - iii. The maximum number of permitted tenant signs per building elevation are as follows: four signs on the east elevation, two signs on the west elevation, one sign on the north elevation, and one sign on the south elevation.
 - iv. On the east elevation, a maximum of two signs are permitted on either side of the main front entrance and only one sign is permitted on the top sign band and one on the bottom sign band on each side of the entry of the building.
 - v. On the west elevation, a maximum of one sign is permitted on either side of the rear entrance and each sign may be on the top sign band of the building.
 - vi. On the north and south building elevation, the one permitted sign on each elevation may be on the top sign band of the building.
- c. For building number two, the standards for wall signs shall be as follows:
 - i. Maximum Sign Height: forty (40) inches
 - ii. Maximum Sign Width: fifty (50) feet
 - iii. The maximum number of permitted tenant signs per building elevation are as follows: four signs on the east elevation, one sign on the north elevation, and one sign on the south elevation.
 - iv. On the east elevation, a maximum of two signs are permitted on the top sign band and a maximum of two signs are permitted on the bottom sign band of the building.
 - v. On the north and south building elevation, the one permitted sign on each elevation may be on the top sign band of the building.
- d. For building number three, the standards for wall signs shall be as follows:
 - i. Maximum Sign Height: seventy-two (72) inches
 - ii. Maximum Sign Width: fifty (50) feet
 - iii. The maximum number of permitted tenant signs per building elevation are as follows: six signs on the east elevation of the office building and two signs on the east elevation of the parking garage, four signs on the south elevation and four signs on the north elevation.
 - iv. On the east elevation, signs shall be located within the sign band areas.
 - v. On the north and south building elevation, one sign is permitted within each horizontal sign band.

2. Ground signs:

- a. A maximum of two (2) ground signs shall be permitted for the office component and they may be located within the landscape buffer along FM 2499.
- b. One (1) ground sign for Building 3 may be located on Lot 1, Block A of Lakeside Center.
- c. Signs shall be setback from the existing right-of-way line a minimum distance of five (5) feet.
- d. Signs may be located no closer than fifty (50) feet from each other.

- e. The dimensional requirements of ground signs shall be as follows:
 - i. Maximum height: ten (10) feet
 - ii. Maximum width: fifteen (15) feet
 - iii. Maximum area: one hundred and fifty (150) square feet
- f. A masonry border around the perimeter of the sign shall be required consistent with the Ground Sign standards outlined in the code of ordinances for the Town of Flower Mound.

3. Leasing Sign:

- a. A temporary leasing sign shall be permitted in accordance with the Town's regulations except as otherwise listed herein:
 - i. Said sign may have a total sign area of one hundred and ninety-two (192) square feet.
 - ii. The maximum height shall be twenty (20) feet.
 - iii. The sign shall be setback from the existing right-of-way line a minimum distance of five (5) feet.
 - iv. The said leasing sign expires five years from the Town approval date of the final inspection of Building 2 and 3.

F. PHASING.

Phase I: The first phase of development shall include the detention reservoirs, fire lanes, median cuts/turn lanes to support the first phase, curb cuts, utilities within Phase 1, perimeter landscaping (Exhibit C), creek area. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.

Phase II: The developer of Building #3 shall be responsible for installing required improvements including but not limited to landscape, hardscape, lighting, parking, fire lanes, and irrigation associated with Building #3. In addition to this, pedestrian trail along Lot 8x, off-site lighting (bollard lighting), off-site landscaping, plaza area, and steps to the natural area of Lot 8X, Block A of Lakeside Crossing must be constructed with the construction of Building #3 of Lakeside Center as indicated on Concept "D" Concept Landscape Plan. A Certificate of Occupancy (CO) shall not be issued to Building #3, Lakeside Center until the improvements listed above are completed.

- G. TRAFFIC. A Traffic Impact Analysis (TIA) shall be a requirement by the Town for the Site Plan. It shall be completed prior to consideration of the Site Plan by the Planning and Zoning Commission. Any requirements of the TIA shall be incorporated into the associated site plan.

- At the time of site plan application for Building #3, the developer shall enter into a Development Agreement with the Town to finalize the developer's share to install a traffic light along FM 2499.

- H. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

- 1. Meritorious Architecture – Urban Design Plan, Section 1.2.
The proposed architecture as reflected in Exhibit "F" is unique and shall be deemed as 'meritorious'.

a. Building 1 and 2 Façade Articulation – Urban Design Plan, Sections 3.2 and 4.1

East Elevation

Building 1: minimum 1 vertical articulation with a 2' min offset; 1 horizontal articulation with 10" (inch) offset

Building 2: no vertical articulation required; minimum 1 horizontal articulation with 10" offset

West Elevation

Building 1: minimum 1 vertical articulation with a 2' offset; no horizontal articulation required

Building 2: N/A (covered by garage)

North Elevation

Building 1: minimum 1 vertical articulation with a 2' offset; 1 horizontal articulation with 10" offset

Building 2: minimum 1 vertical articulation with a 2' offset; 1 horizontal articulation with 10" offset

South Elevation

Building 1: minimum 1 vertical articulation with a 2' offset; 1 horizontal articulation with 10" offset

Building 2: no vertical articulation required; 1 horizontal articulation with 10" offset

b. Building 3 Façade Articulation – Urban Design Plan, Sections 3.2 and 4.1

East Façade: two (2) vertical articulations with minimum 2 feet offsets; two (2) vertical articulation with minimum 9'9" offsets; one (1) horizontal articulation with minimum 10 feet offset.

South Façade: two (2) vertical articulation with minimum 10 feet offsets; horizontal articulation is not required.

West Façade: two (2) vertical articulation with minimum 9'9 feet offsets; horizontal articulation is not required.

North Façade: two (2) vertical articulation with minimum 10 feet offsets; horizontal articulation is not required.

Two-story garage shall have no vertical articulation requirements.

c. Façade Materials – Urban Design Plan, Section 5.1

Building No. 2: All facades may have up to 70% doors and windows.

d. Façade Materials – Urban Design Plan, Section 5.2

Building No.1: East elevation may have up to 71% doors and windows. Percentage of doors and windows on all other facades shall not exceed 60% of the total area per façade.

e. Façade Materials – Urban Design Plan, Section 5.2

Building No. 3:

East elevation may have up to 65% doors and windows.

South elevation may have up to 68% doors and windows.

North elevation may have up to 82% doors and windows.

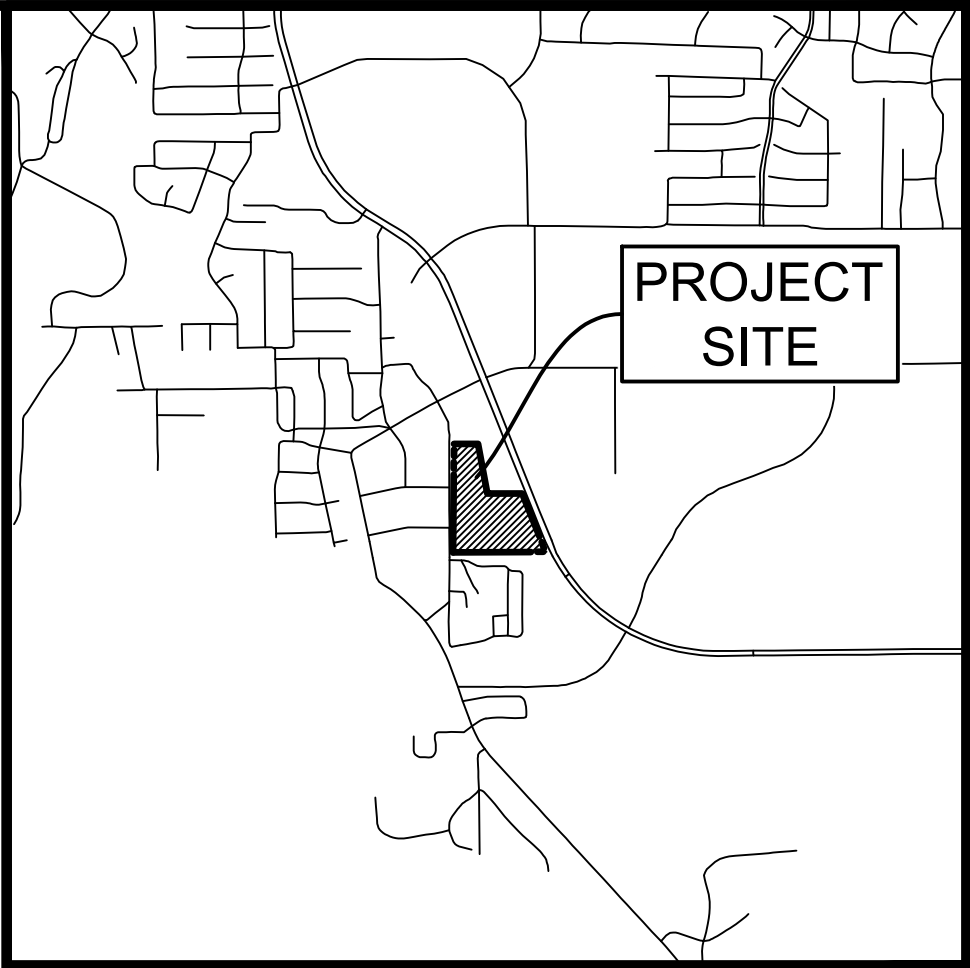
- f. Façade Colors – Urban Design Plan, Section 6.1
Shades of Gray may be used as primary or secondary colors on all facades.
- 2. Upland Habitat - SMARTGrowth.
Since this development has been classified as an Economic Development project per the approved 380 Agreement, the Upland Habitat requirements of the Town's SMARTGrowth program, specifically Environmental Quality, shall not apply to the non-residential areas.
- 3. Compatibility Buffer – Section 82-302 and Compatibility Setback – Section 82-303.
A sixty (60) foot compatibility setback and twenty-five (25) foot landscape buffer with a screening wall, shall not be required along the south property line.
- 4. Reduced Landscape Buffer along FM 2499 – A minimum twenty-five (25) foot landscape buffer is required along FM 2499.
- 5. Parking Deviation: Parking shall be in accordance with Section III.A. herein.
- 6. Detention Pond (dry): An exception to the Town's Engineering Design Criteria to allow detention pond to serve this office development.

EXHIBIT "C" - CONCEPT PLAN

MASTER PLAN FEATURES	
Land Use Plan	Lakeside Business District
Specific Plan	None
Urban Design Plan	Lakeside Business District
Parks and Trail	None
Thoroughfare Plan	FM 2499 -- Major Arterial
Water Plan	Lakeside Business District
Wastewater Plan	Lakeside Business District

LEGEND		
C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	Down Guy Wire
C.M.	Control Monument	Existing Contours
Mon.	Monument	Proposed Contours
BM	Benchmark	Concrete Pavement
FM	Fire Hydrant	Asphalt Pavement
WM	Water Meter	Wood Fence
WV	Water Valve	Chain Link Fence
W/L	Water Line	Wire Fence
ICV	Irrigation Control Valve	Masonry Wall
SSMH	Sanitary Sewer Manhole	Existing Tree
CO	Sanitary Sewer Cleanout	(FL) Flowline
UP	Utility Pole	Centerline of Creek, Swale, or Waterway
LP	Light Pole	Creek, Swale, or Waterway Embankment
TC	Top of Curb	
TP	Top of Pavement	
TW	Top of Wall	
FG	Finished Grade	
U.E.	Utility Easement	
D.E.	Drainage Easement	
B.L.	Building Line	
R.O.W.	Right-of-Way	
D.R.	Deed Records	
P.R.	Plat Records	

50 0 50 100 150 Feet
SCALE: 1"=50'



Vicinity Map 1"=1000'

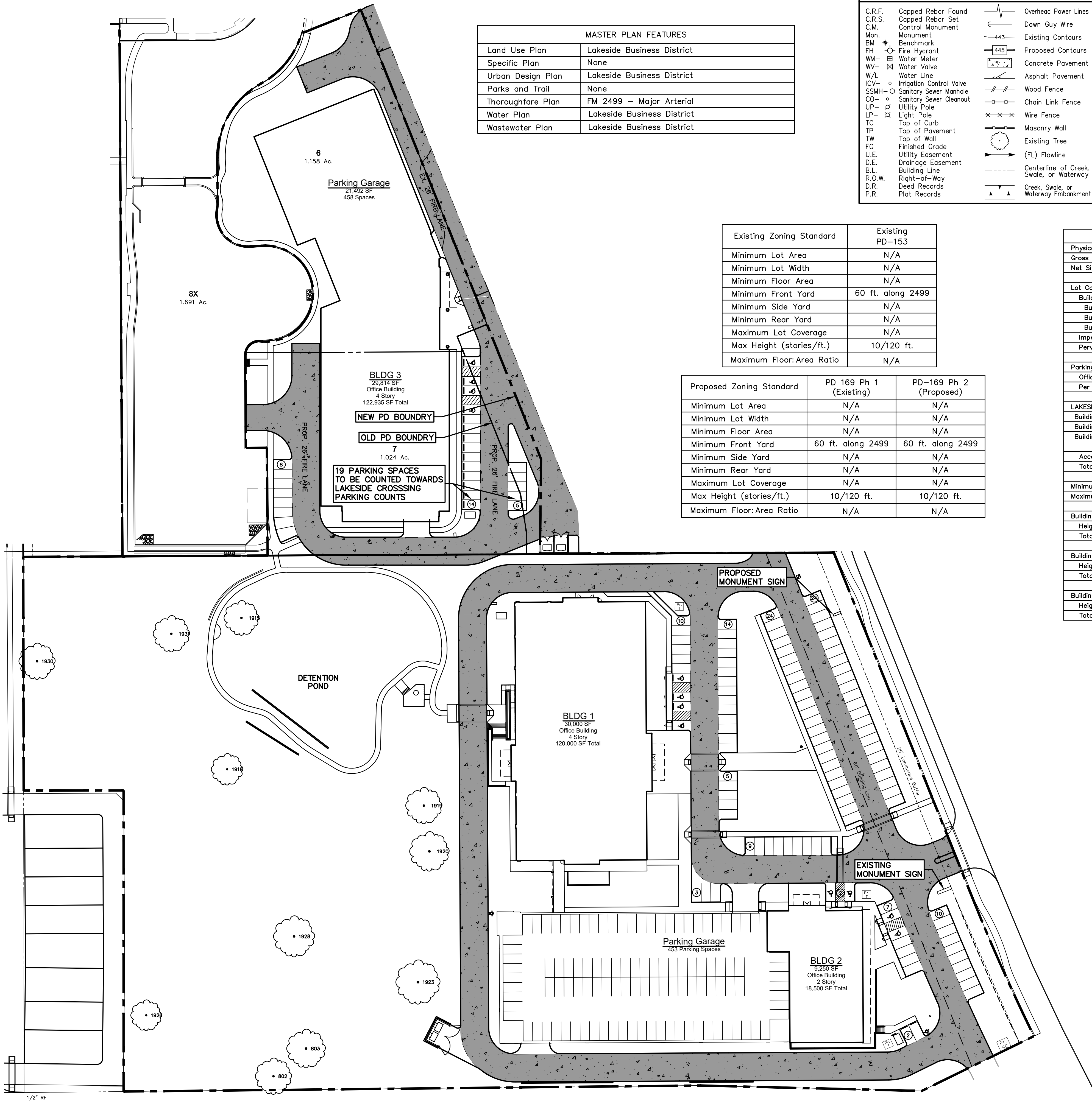
Existing Zoning Standard	Existing PD-153
Minimum Lot Area	N/A
Minimum Lot Width	N/A
Minimum Floor Area	N/A
Minimum Front Yard	60 ft. along 2499
Minimum Side Yard	N/A
Minimum Rear Yard	N/A
Maximum Lot Coverage	N/A
Max Height (stories/ft.)	10/120 ft.
Maximum Floor:Area Ratio	N/A

Proposed Zoning Standard	PD 169 Ph 1 (Existing)	PD-169 Ph 2 (Proposed)
Minimum Lot Area	N/A	N/A
Minimum Lot Width	N/A	N/A
Minimum Floor Area	N/A	N/A
Minimum Front Yard	60 ft. along 2499	60 ft. along 2499
Minimum Side Yard	N/A	N/A
Minimum Rear Yard	N/A	N/A
Maximum Lot Coverage	N/A	N/A
Max Height (stories/ft.)	10/120 ft.	10/120 ft.
Maximum Floor:Area Ratio	N/A	N/A

SITE DATA TABLE – LAKESIDE CENTER		
Physical Address	TBD	
Gross Site Area	11,591 A; 504,904 SF	
Net Site Area	11,591 A; 504,904 SF	
Lot Coverage		
Building Coverage		
Building 1	30,000 SF; ±6.2%	
Building 2	9,250 SF; ±1.9%	
Building 3	51,306 SF; ±10.2%	
Impervious Coverage	±49%	
Pervious Area	±51%	
Parking Summary		
Office – 1 space per 300 Square Feet		
Per PD-169 Min. parking = 1/333 SF ; Max. Parking = 1/200 SF		
LAKESIDE CENTER		
Building 1 (Office)	Required 400	Provided 110 Surface
Building 2 (Office)	62	453 Garage
Building 3 (Office)	410	8 Surface
		458 Garage
Accessible Parking	8	8
Total Parking	872	1,029
Minimum Required Parking spaces	793	
Maximum Parking spaces	1,322	
Building 1 Data		
Height (story)	4 Story	
Total Square Footage	120,000 SF	
Building 2 Data		
Height (story)	2 Story	
Total Square Footage	18,500 SF	
Building 3 Data		
Height (story)	4 Stories above parking structure	
Total Square Footage	122,935 SF	

GENERAL NOTES

- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- RETAINING WALL LOCATIONS AND HEIGHTS SHOWN ON THIS PLAN ARE BASED ON A PRELIMINARY GRADING CONCEPT AND ARE SUBJECT TO CHANGE. FINAL RETAINING WALL LOCATIONS AND HEIGHTS WILL BE DETERMINED AT THE SITE PLAN STAGE.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.
- GRADE BEAM DETAILS SHALL BE PROVIDED AT THE TIME OF SITE PLAN APPLICATION.



The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

MCADAMS

LAKESIDE CENTER
Lot 1-2X, 6 & 7, Block A
LAKESIDE CENTER
11760 Acres
in the
J. TANNAHILL SURVEY, ABSTRACT NO. 1252
J. KNIGHT SURVEY, ABSTRACT NO. 692
TOWN OF FLOWER MOUND
DENTON & TARRANT COUNTIES, TEXAS

CONCEPT PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC.
TBPE: 19762
ROBERT JOHN DOLAK, JR.,
P.E. #86898
DATE 9/25/2023

Drawn By: BS
Date: 02/14/2022
Scale: 1"=50'
Revisions:
05/23/2022
08/05/2022
10/20/2022
11/18/2022
01/31/2023
05/12/2023
07/17/2023
08/25/2023
09/25/2023

RCL21002

OWNER/DEVELOPER
REALTY CAPITAL
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TX 75039
Ph: 970-213-8784
Contact: MR. SPENCER LONG

CON



McADAMS



LAKESIDE CENTER
LAKESIDE CROSSING
Lot 1-2X, 6 & 7, Block A
11.760 Acres
in the
J. TANNAHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN

copy

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART ARCHITECT
DATE 9/19/2023

791

REGISTERED LANDSCAPE ARCHITECT
RON K. STEWART
791
STATE OF TEXAS

Drawn By: MH
Date: 02/14/2022
Scale: 1"=50'
Revisions:
05/23/2022
08/05/2022
10/20/2022
11/18/2022
01/31/2023
05/12/2023
07/17/2023
08/25/2023
09/15/2023

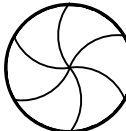
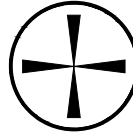
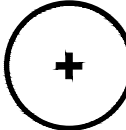
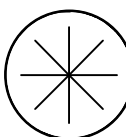
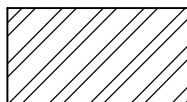
RCL21002

<u>SYMBOL</u>	<u>DESCRIPTION</u>
	Lighted Bollards
	Steps
	Trails

NATURAL CREEK AREA NOTES:

1. THE OPEN SPACE AREA IN LOT 8X SHALL BE IMPROVED TO PROVIDE A MORE OPEN GROUND COVER.
2. ANY DISTURBED AREAS WITHIN THE NATURAL CREEK AREA ARE TO BE RE-SEEDDED WITH A NATIVE SEED MIX. SEED MIX MAY INCLUDE THE *NATIVE AMERICAN SEED "SHADE SEED MIX"*.
3. LOT 8X SHALL BE MAINTAINED PER PD-153 FOR LAKESIDE DEVELOPMENT STANDARDS.
4. FINAL LOCATIONS OF ORNAMENTAL TREES SHALL BE REVIEWED AND APPROVED BY TOWN STAFF PRIOR TO SITE PLAN APPROVAL.
5. TEMPORARY IRRIGATION REQUIRED FOR A MINIMUM OF 12 MONTHS AFTER THE INSTALLATION OF TREES IN LOT 8X, BUT NOT LONGER THAN 24 MONTHS.

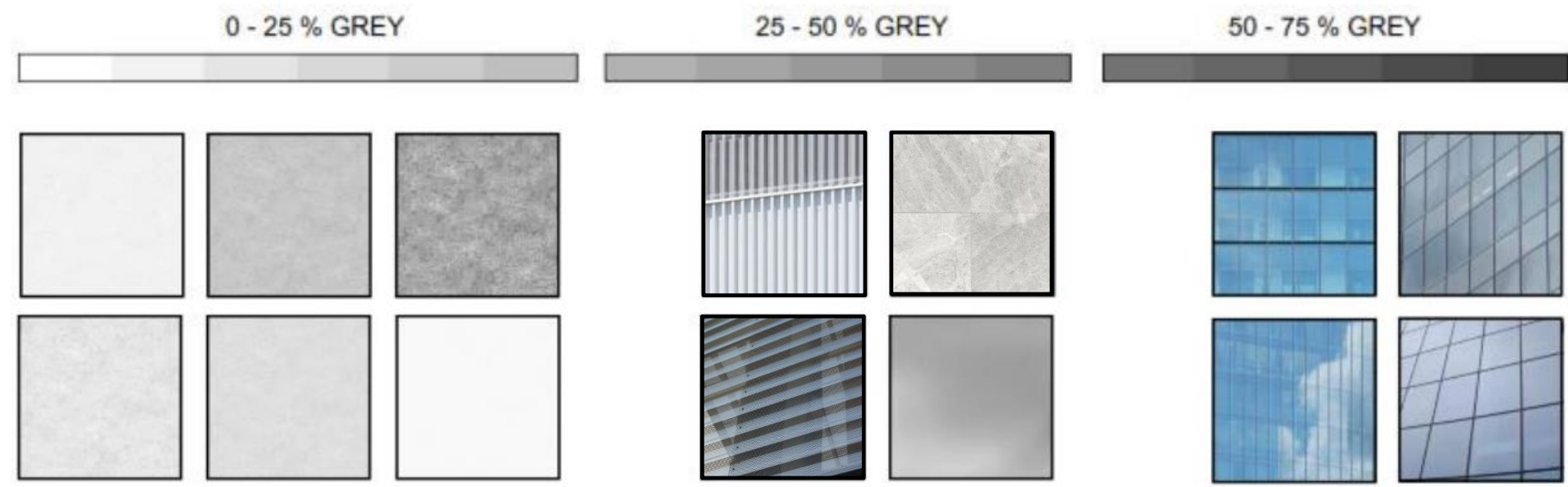
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
LONG PRAIRIE ROAD		25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE	REQUIRED	PROVIDED
1 per 500 s.f.	Long Prairie - 11,693 s.f.	23 trees (3" cal.)	23 trees (3" cal.)
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	104,805 s.f. of Long Prairie Rd. street yard	48 trees (3" cal.)	48 trees (3" cal.) + 1 existing (#1929)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	118 parking spaces	885 s.f.	17,666 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	118 parking spaces	12 trees (3" cal.)	22 new trees (3" cal.)
**All parking spaces to be located within a 50 ft. avg. of parking lot tree.			
PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	Screening shrubs (3' ht.)

PLANT LEGEND		
<u>TREES</u>	<u>CODE</u>	<u>COMMON NAME</u>
	EX-BT	Existing Landscape Buffer Tree
	EX-LS	Existing Landscape Tree
	EX-PT	Existing Parking Canopy Tree
	F-LS	Fut 3"cal. Evergreen Landscape Tree
	F-PT	Fut 3"cal. Evergreen Parking Canopy
	LS	3" cal. Landscape Tree
<u>ORNAMENTAL TREES</u>	<u>CODE</u>	<u>COMMON NAME</u>
	EX-OT	Existing Ornamental Tree
	F-POT	Future Parking Ornamental Tree
		Proposed Sod or Groundcover
		Proposed Seeded Areas in Natural Creek Area
		*Seed to be placed in areas of disturbance

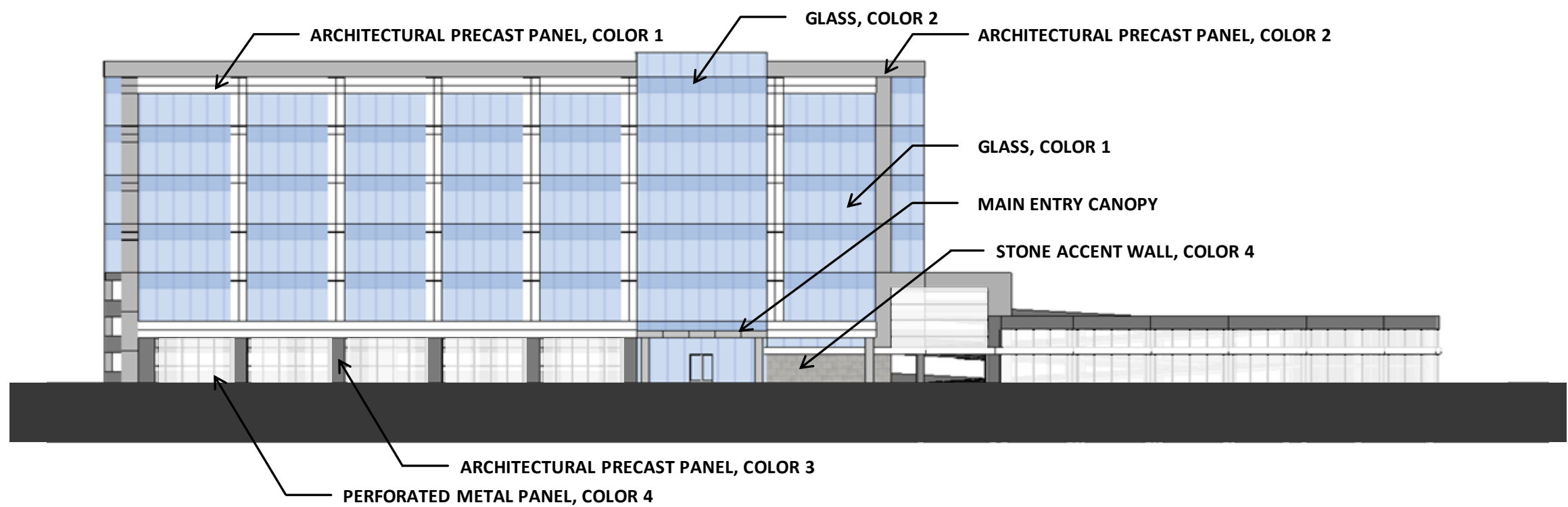
PRELIMINARY
 THIS DOCUMENT
 AND IS NOT IN
 BIDDING. OR FOR
 IRON STEWART
 DATED 9/19/

OWNER/DEVELOPER
REALTY CAPITAL
909 LAKE CAROLYN PARKWAY, SUITE
150
IRVING, TX 75039
Ph. 970-213-8784
Contact: MR. SPENCER LONG

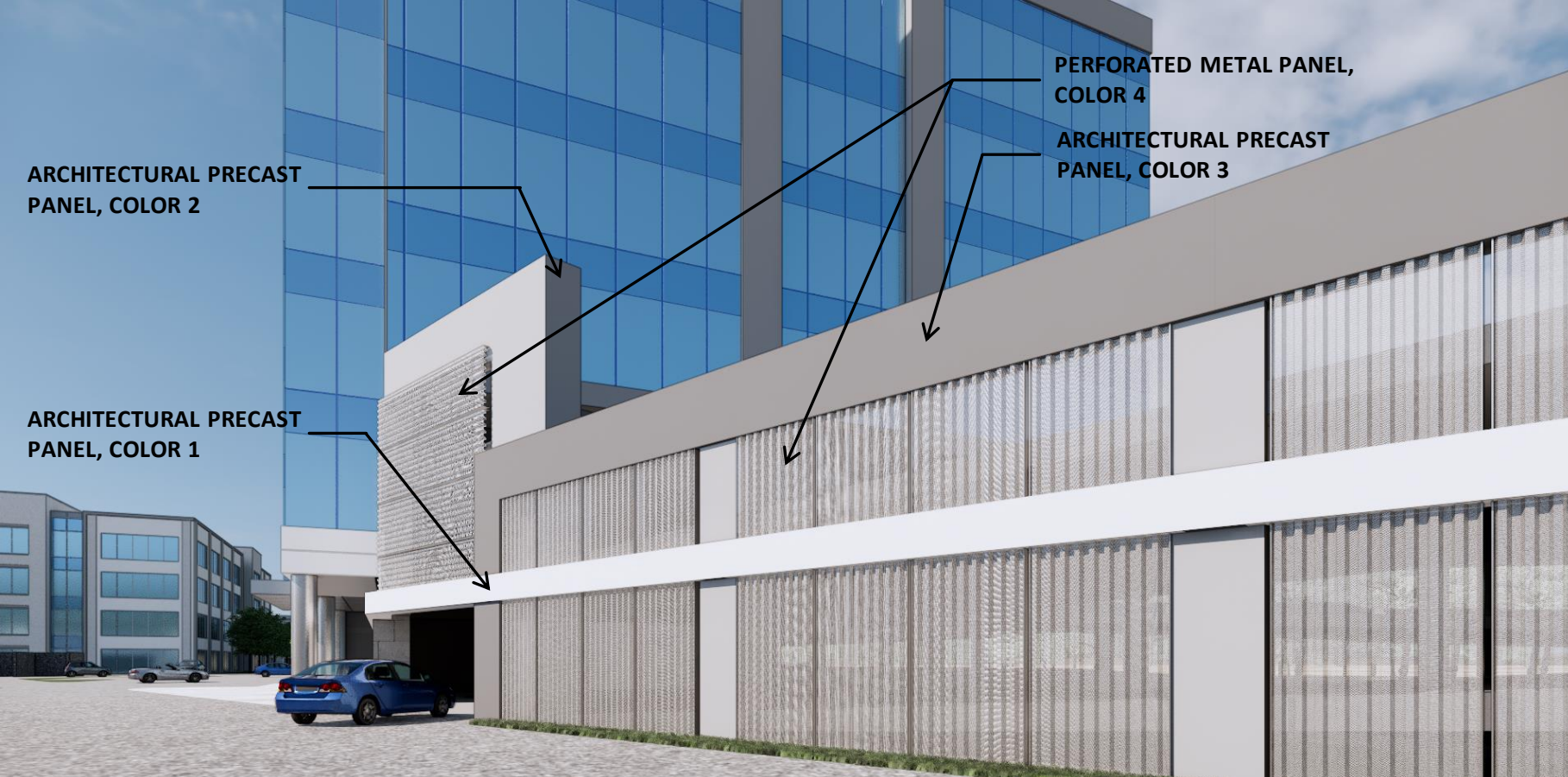
EXHIBIT "E" - CONCEPT ELEVATIONS AND COMPREHENSIVE SIGN PACKAGE



- PROJECT WILL INCLUDE 3 ARCHITECTURAL PRECAST PANEL COLORS.
- COLOR 1 WILL BE IN LIGHT TONE, VERY LIGHT GREY, ALMOST WHITE. 0-25 PERCENT GREY.
- COLOR 2 WILL BE SLIGHTLY DARKER IN THE GREY TONES BETWEEN 25-50 PERCENT GREY.
- COLOR 3 WILL BE DARKER IN THE GREY TONES BETWEEN 50-75 PERCENT GREY.
- ACCENT MATERIALS WILL BE USE ON GARAGE, CANOPIES, AND ENTRY WALL.
- COLOR 4 WILL BE LIGHTER IN THE GREY TONES BETWEEN 0-25 PERCENT GREY.
- TWO GLAZING TYPES WILL BE USED.
- GLASS 1 WILL BE USED ON THE PUNCHED OPENINGS AND BE MORE GREY IN VALUE.
- GLASS 2 WILL BE MORE BLUE IN TONE AND APPEAR CLEARER.



MATERIAL PALETTE > LAKESIDE CENTER PHASE II

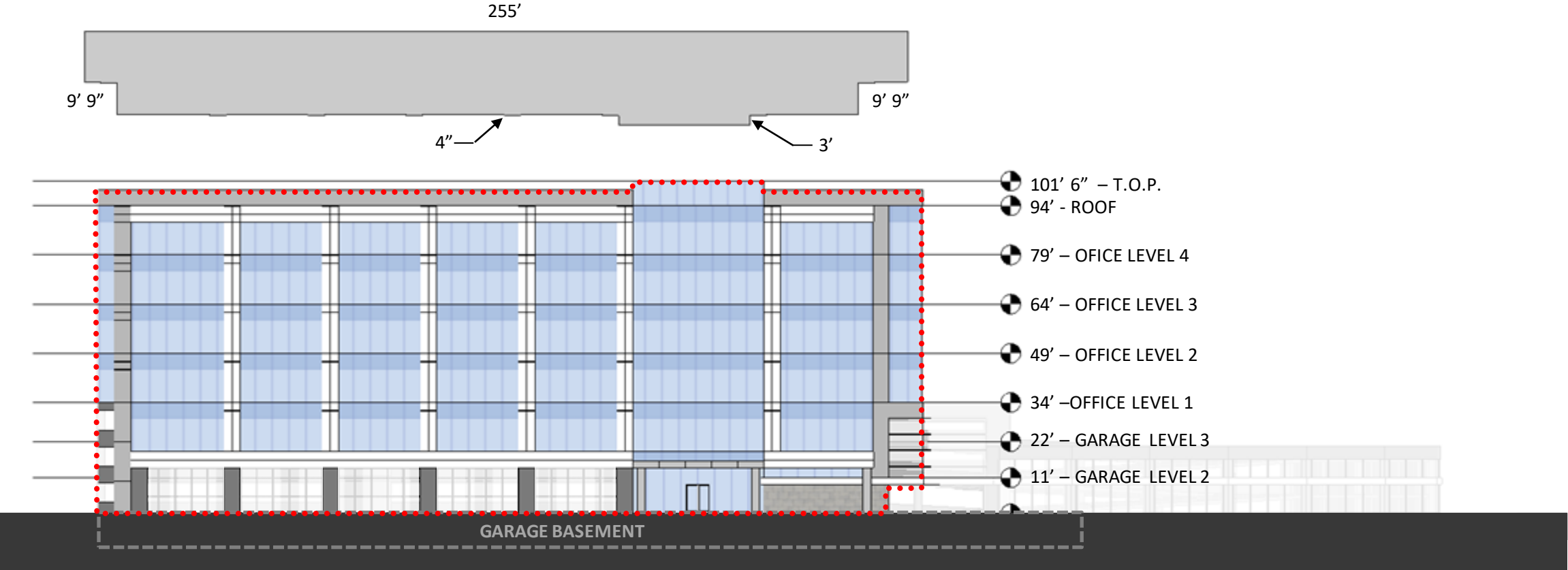


GARAGE ENTRANCE

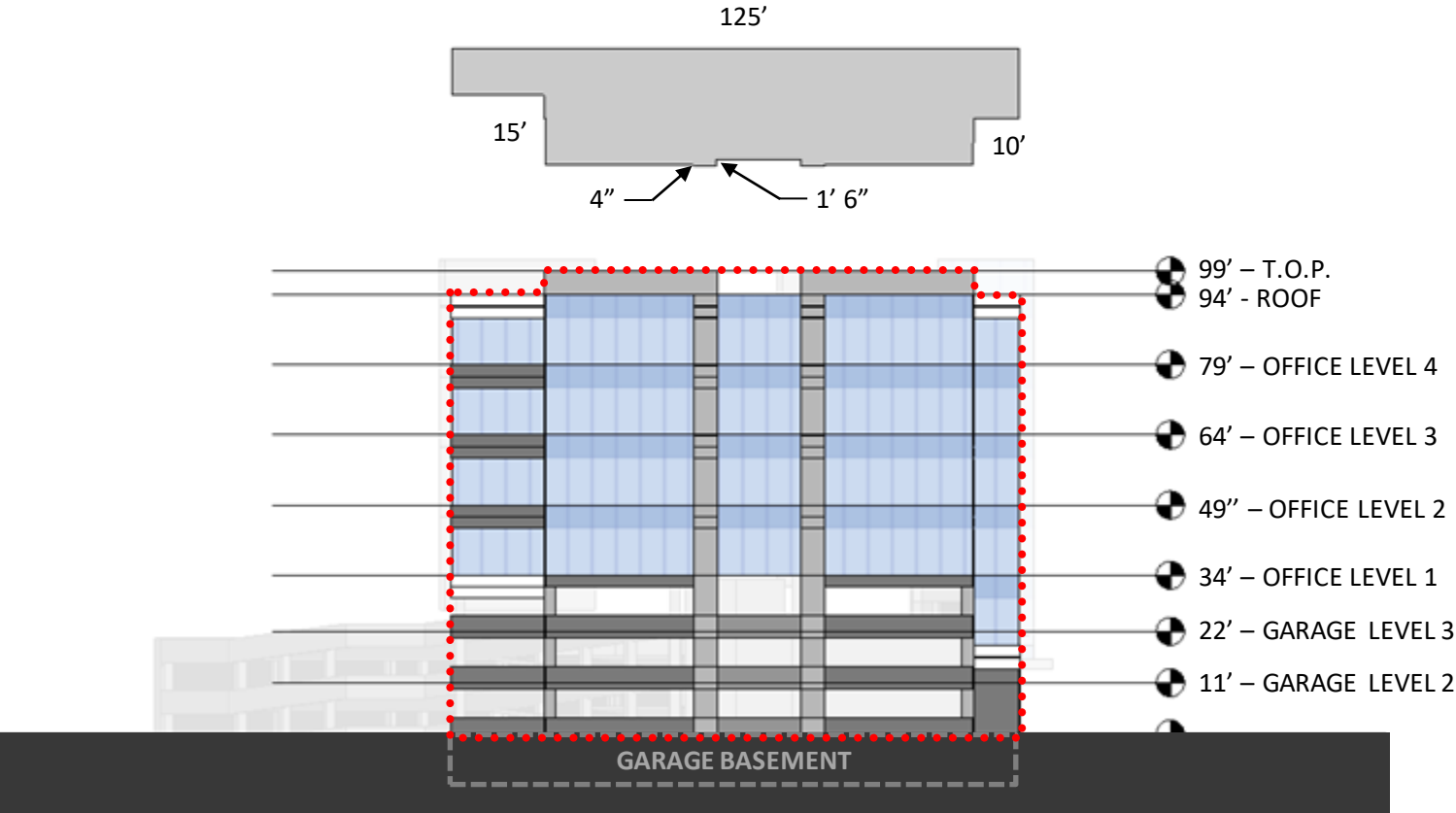


LOBBY ENTRANCE

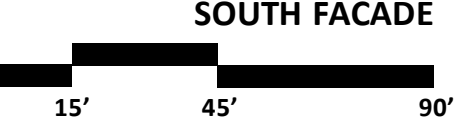
GROUND LEVEL GARAGE SCREENING> LAKESIDE CENTER PHASE II



SCALE 1"=40'



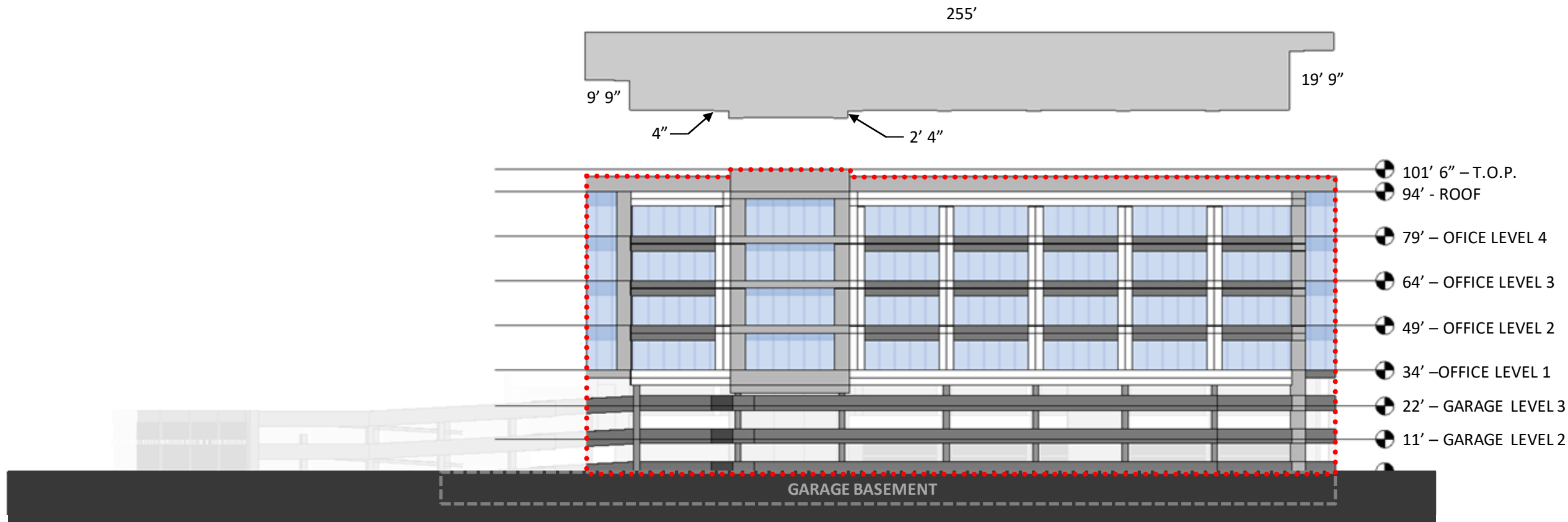
SCALE 1"=40'



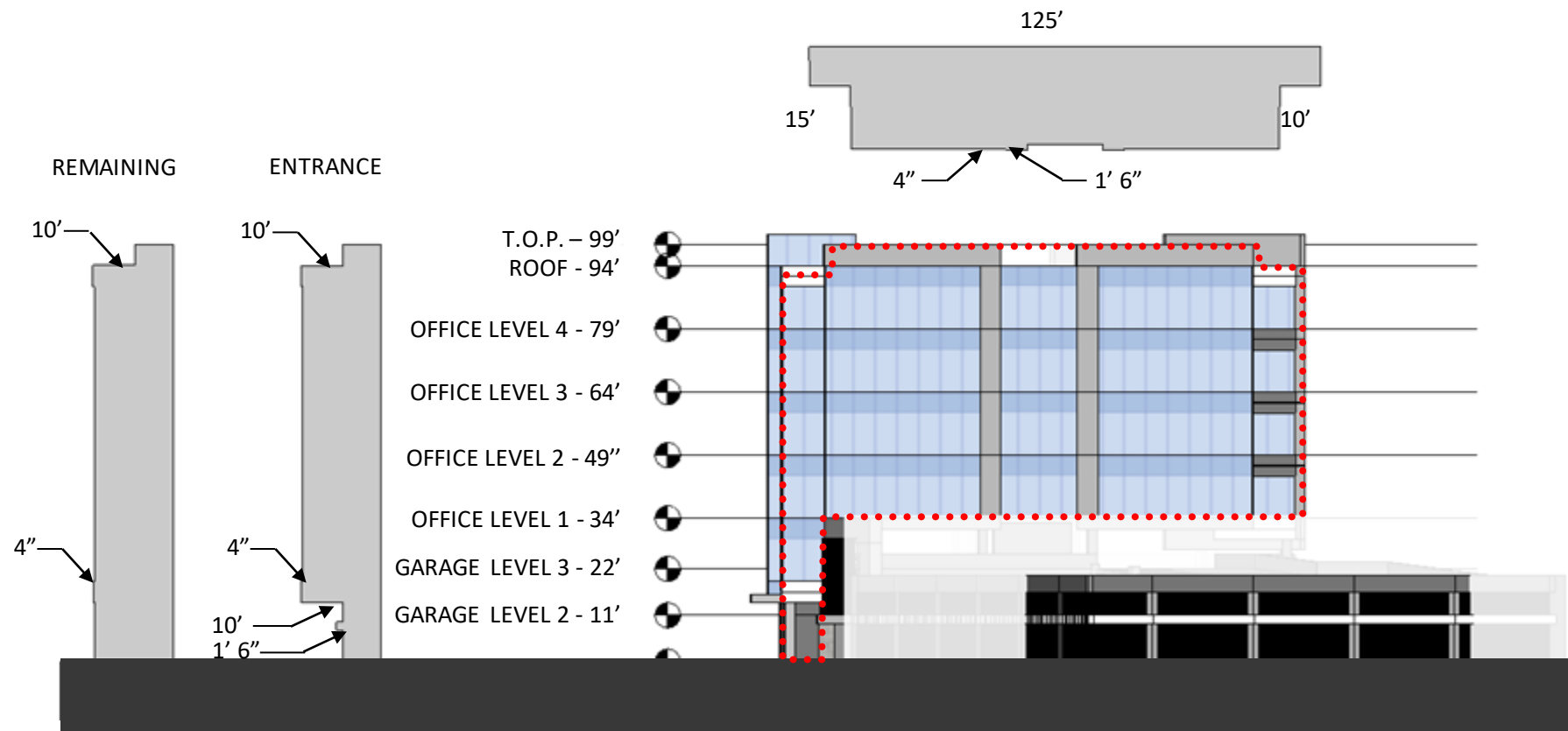
MATERIAL	WEST ELEV.	EAST ELEV.	SOUTH ELEV.	NORTH ELEV.
TOTAL FAÇADE SF	21,158 SF and 100%	24,488 SF and 100%	9,853 SF and 100%	8,068 SF and 100%
TOTAL FAÇADE SF (EXCLUDING DOORS & WINDOWS)	9,933 SF and 47%	8,475 SF and 35%	3,170 SF and 32%	1,475 SF and 18%
DOORS & WINDOWS	11,225 SF and 53%	16,013 SF and 65%	6,683 SF and 68%	6,593 SF and 82%
PRIMARY MASONRY MATERIALS	9,933 SF and 100%	6,752 SF and 80%	3,170 SF and 100%	1,475 SF and 100%
ARCHITECTURAL PRECAST PANELS	9,933 SF and 100%	6,235 SF and 74%	3,170 SF and 100%	1,475 SF and 100%
ACCENT STONE		517 SF and 6%		
SECONDARY MASONRY MATERIALS		1,723 SF and 20%		
METAL PANEL		1,723 SF and 20%		

..... TOTAL FAÇADE SF

MATERIAL TAKEOFFS > LAKESIDE CENTER PHASE II



WEST FACADE



NORTH FACADE



MATERIAL	WEST ELEV.	EAST ELEV.	SOUTH ELEV.	NORTH ELEV.
TOTAL FAÇADE SF	21,158 SF and 100%	24,488 SF and 100%	9,853 SF and 100%	8,068 SF and 100%
TOTAL FAÇADE SF (EXCLUDING DOORS & WINDOWS)	9,933 SF and 47%	8,475 SF and 35%	3,170 SF and 32%	1,475 SF and 18%
DOORS & WINDOWS	11,225 SF and 53%	16,013 SF and 65%	6,683 SF and 68%	6,593 SF and 82%
PRIMARY MASONRY MATERIALS	9,933 SF and 100%	6,752 SF and 80%	3,170 SF and 100%	1,475 SF and 100%
ARCHITECTURAL PRECAST PANELS	9,933 SF and 100%	6,235 SF and 74%	3,170 SF and 100%	1,475 SF and 100%
ACCENT STONE		517 SF and 6%		
SECONDARY MASONRY MATERIALS		1,723 SF and 20%		
METAL PANEL		1,723 SF and 20%		

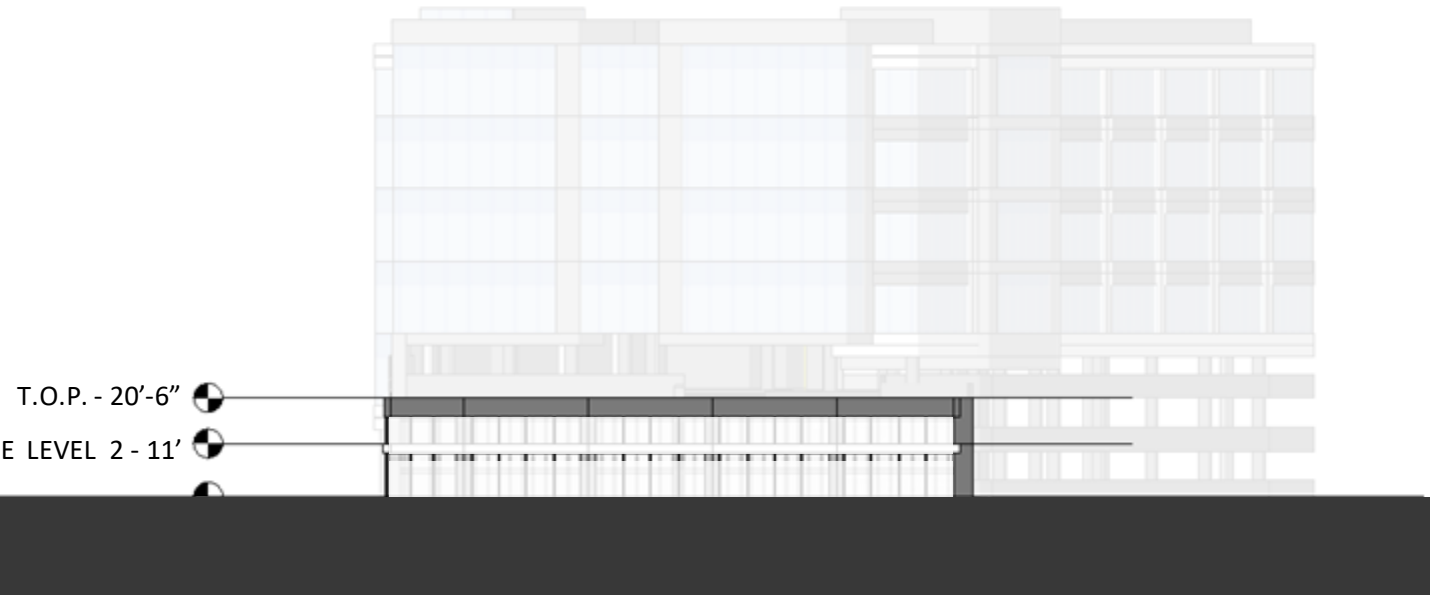
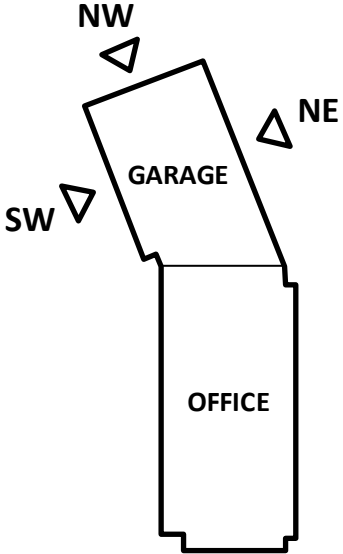
..... TOTAL FAÇADE SF

MATERIAL TAKEOFFS > LAKESIDE CENTER PHASE II



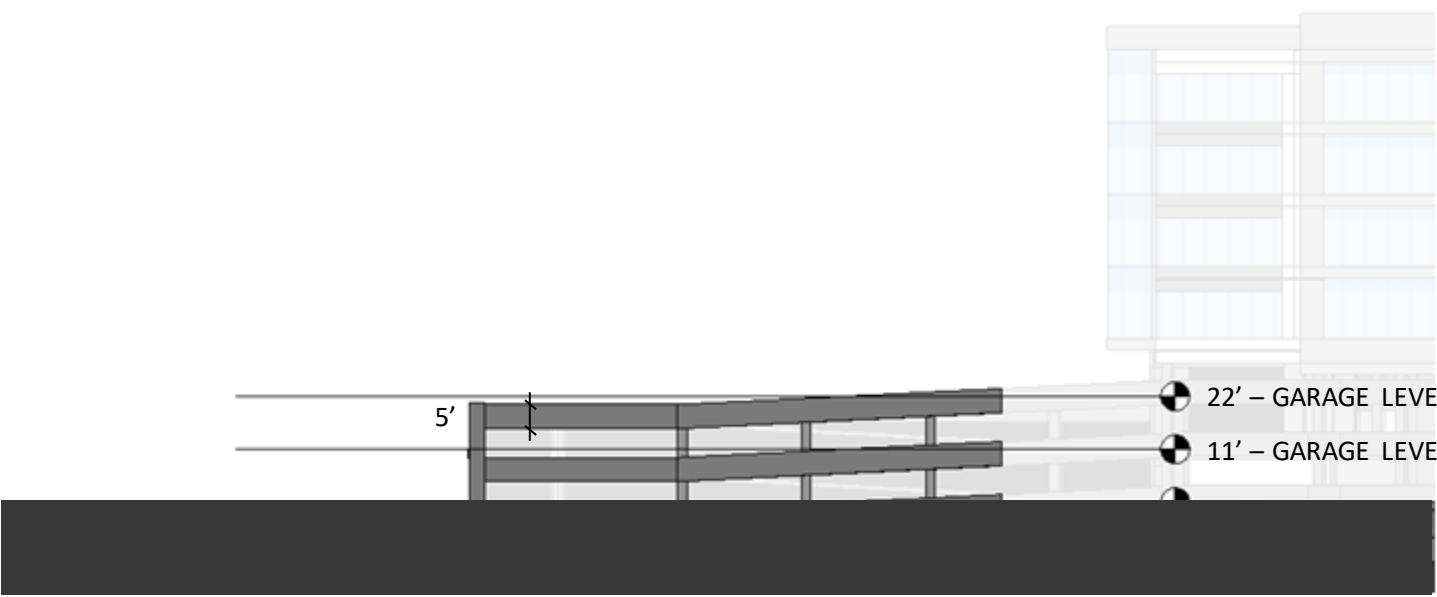
SCALE 1"=40'

NORTHEAST FACADE



SCALE 1"=40'

NORTHWEST FACADE



SCALE 1"=40'

SOUTHWEST FACADE



GARAGE FACADES > LAKESIDE CENTER PHASE II

EAST FAÇADE (BUILDING): MAX 6 SIGNS



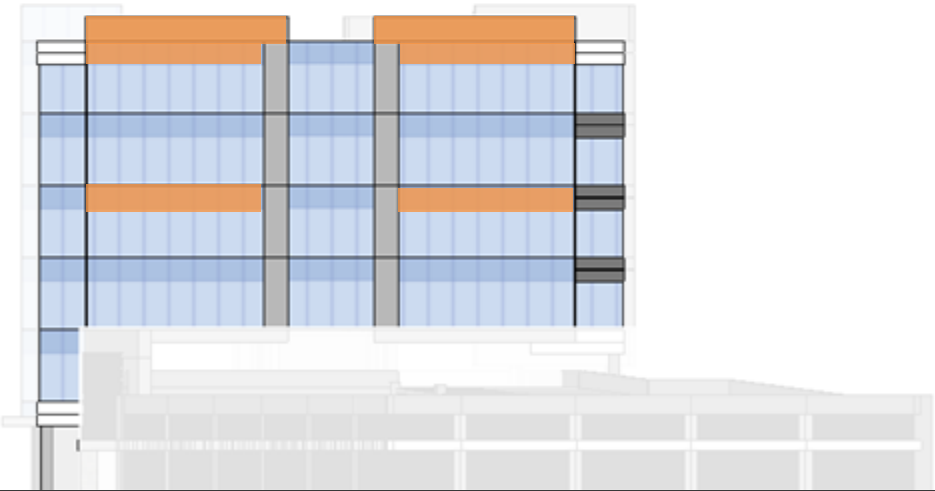
EAST FAÇADE (GARAGE): MAX 2 SIGNS



SCALE 1"=40'

EAST FACADE

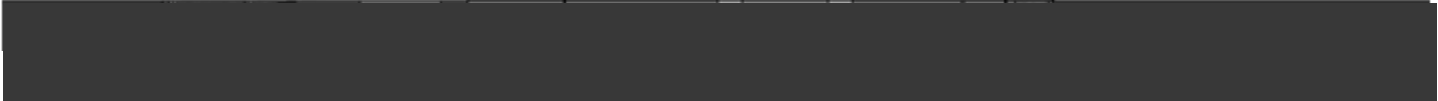
NORTH FAÇADE (BUILDING): MAX 4 SIGNS



SCALE 1"=40'

NORTH FACADE

SOUTH FAÇADE (BUILDING): MAX 4 SIGNS



SCALE 1"=40'

SOUTH FACADE

SIGNAGE LOCATION EXHIBIT > LAKESIDE CENTER PHASE II



CONCEPTUAL MONUMENT SIGN > LAKESIDE CENTER PHASE II



AERIAL 1



AERIAL 2



PHASE 1

PHASE 2

AERIAL 3



VIEW FROM THE SOUTHEAST



VIEW FROM THE SOUTHWEST

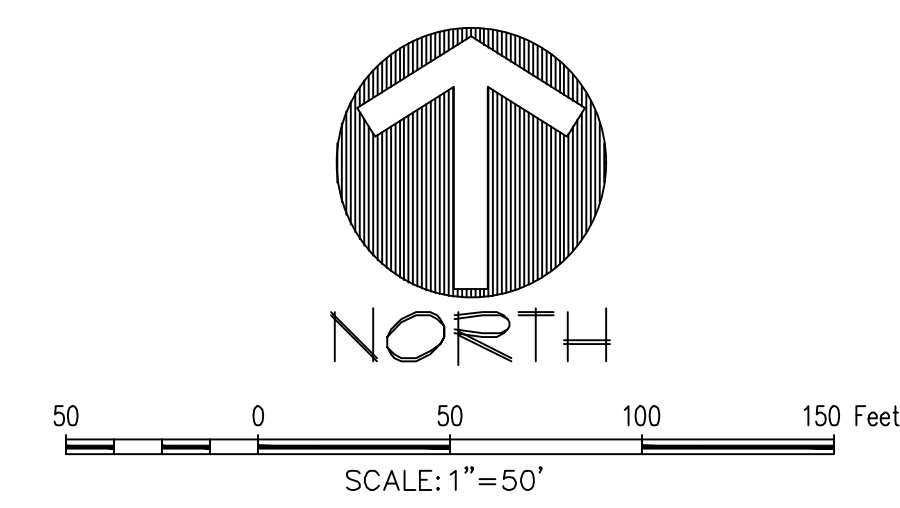


VIEW FROM THE WEST



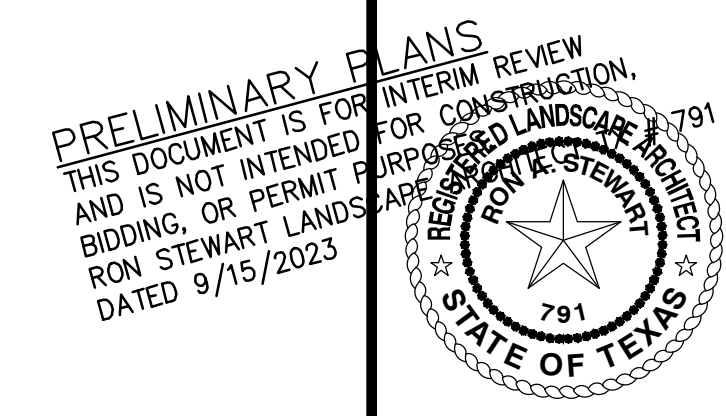


EXHIBIT "F" - CONCEPT OPEN SPACE PLAN



LEGEND	
SYMBOL	DESCRIPTION
	NATURAL ZONE
	OPEN SPACE ZONE
	DETENTION POND ZONE
	ENTRANCE & FRONT OPEN SPACE, NORTH PLAZA
	POSSIBLE AREAS OF EXPOSED GRADE BEAM - 4' MAX EXPOSURE

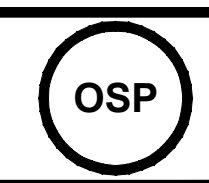
NOTE:
1. GRADE BEAM DETAILS CAN BE PROVIDED AT THE TIME OF SITE PLAN APPLICATION.



Drawn By: MH
Date: 02/14/2022
Scale: 1"=50'
Revisions:
05/23/2022
08/05/2022
10/20/2022
11/18/2022
01/31/2023
05/12/2023
07/11/2023
08/25/2023
09/15/2023

OWNER/DEVELOPER
REALTY CAPITAL
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TX 75039
Ph. 970-213-8784
Contact: MR. SPENCER LONG

RCL21002



LAKESIDE CENTER
LAKESIDE CROSSING
Lot 1-2X, 6 & 7, Block A
11.760 Acres
in the
J. TANNAHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

OPEN SPACE PLAN



LAKESIDE CENTER



TOWN COUNCIL AGENDA K.4. REGULAR ITEM(S)

DATE: October 2, 2023
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP22-0021) for six (6) specimen trees on property proposed for development as Lakeside Center Phase II. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Environmental Conservation Commission recommended denial for all six (6) specimen trees by a vote of 6-0-0 at its January 3, 2023, meeting.)**

BACKGROUND: The Lakeside Center Phase II development consists of approximately 2.182 acres and is generally located south of Lakeside Parkway and between Long Prairie Road and Northwood Drive. The site is currently zoned as Lots 6 and 7, Block A of Planned Development District No. 153 (PD-153) for the Lakeside Crossing with Campus Commercial District (CC) uses and master planned for the Lakeside Business District. The applicant is proposing to rezone the 2.182 acres to be part of Planned Development District No. 169 (PD-169). According to the tree survey for the project, the site contains a total of six (6) specimen trees. The applicant is requesting to remove all six (6) specimen trees. The specimen trees are in good to fair condition and located within the proposed buildable area. All six (6) specimen trees are also located in Upland Habitat.

The following is a list of the six (6) specimen trees being requested for removal: Tree #900– 22” post oak; Tree #2327 – 22” post oak; Tree #2328 – 22” post oak; Tree #2330 – 23” post oak; Tree #2331 – 22” post oak; and Tree #3762 – 25” post oak.

All six (6) specimen trees are in an area previously designated as Upland Habitat. There was an exception granted to the Upland Habitat SMARTGrowth requirements for the non-residential areas of the Lakeside Crossing development, per Ordinance #25-17. However, the applicant would still be required to plant one mitigation tree onsite for each specimen tree if they are authorized for removal.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 3, 2023, meeting. The ECC recommended denial of the requested permit to remove all six (6) specimen trees. The ECC meeting can be viewed at: <https://flowermoundtx.new.swagit.com/videos/240483>

Staff received 10 emails in opposition to the request for the January 3, 2023, ECC meeting.

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

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Specimen Tree Pictures
4. Tree Survey

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

November 4, 2022

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

Reference: Tree Removal Permit Application
Lot 1-3, Block A, Abstract NO. 1298
12.476 Acres
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert,

On behalf of the developer on the aforementioned property, we are requesting that (6) specimen trees (as outlined in the attached tree survey), as defined in the TOFM Tree Preservation Code, be removed. The trees being requested to be removed are due to site conditions and staff request, which thereby means the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	17 trees
Total specimen trees to be removed	6 trees

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

The following specimen trees we are requesting to be removed:

- | | |
|---------------|--------------|
| 1. Tree #900 | 22" Post Oak |
| 2. Tree #2327 | 22" Post Oak |
| 3. Tree #2328 | 22" Post Oak |
| 4. Tree #2330 | 23" Post Oak |
| 5. Tree #2331 | 22" Post Oak |
| 6. Tree #3762 | 25" Post Oak |

These trees are being removed due to site constraints and staff request.

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

Sincerely,



Lara Hall RLA
Landscape Architect, TX #3748



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

TREE REMOVAL PERMIT

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

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

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

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

Name:

Lara Hall

Address:

201 Country View Drive Roanoke, TX 76262

Phone:

817-933-3306

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s):

FM 2499 Land Venture LLC

Address:

909 Lake Carolyn Pkwy, Ste 150
Irving, TX 75231

3. Location and Legal Description of Property:

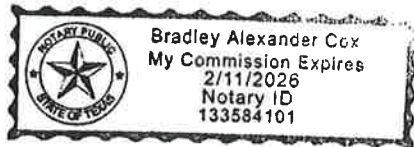
Lot 1-2X, 6 & 7 Block A
Abstract 1252
11.591 Acres

Page 2 of 3.

4. Owner's Authorization of Representation

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

[Signature]
Signature of Owner



Given Under My Hand and Seal of Office
This the 4th Day of November, 20 22

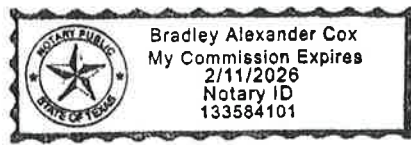
BACox
Notary Public
In and For Denton County, Texas.

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

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

[Signature]
Signature of Applicant

Landscape Architect License No.3748
State of Licensure _____
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 4th Day of November, 20 22
BA Cox

In and For Denton County, Texas
Notary Public

6. Received by Town of Flower Mound on (Date) 11/04/2022 by
(initials) JRH.

Application for Tree Removal Permit Page 3 of 3
(effective for Developments submitted 10/6/08 – present)

7. REQUIRED SUBMITTALS CHECKLIST

- a. A \$250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of \$1,000 per permit application.
- b. A \$200 fee is required for each Tree Removal Request sign that is made by the Town. The sign(s) must be placed on the property 15 days prior to the ECC hearing that the item is scheduled for on the agenda. Signs shall be placed perpendicular to the street and clearly visible. There shall be one sign for each 500ft of street frontage.
- c. One (1) electronic copy of this application signed and notarized.
- d. One (1) electronic copy of the site plan, development plan, or concept plan or landscape plan where applicable.
- e. One (1) electronic copy of the Tree Survey drawn to the largest practical scale and indicating the items as required by the Town's Tree Ordinance.
- f. One (1) electronic copy of photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).
- g. One (1) electronic copy of a photograph for each tree requiring a tree removal permit, which is proposed for removal.
- h. One (1) electronic copy of a written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree (LOI).

Lakeside Center Phase II -
Specimen trees proposed for removal

Tree #900 – 22" post oak



Tree #2327 – 22" post oak



Tree #2328 – 22" post oak



Tree #2330 – 23" post oak

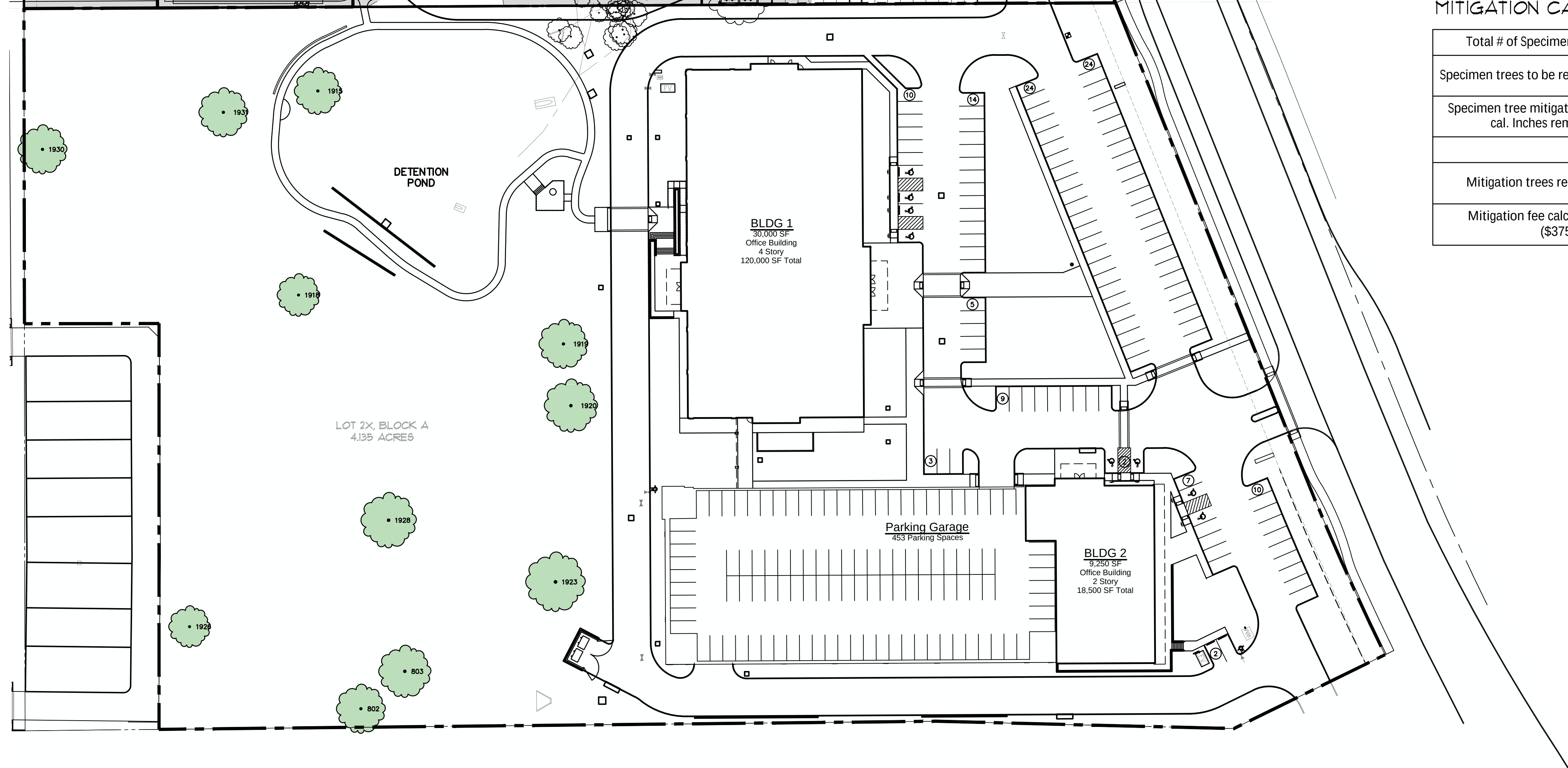


Tree #2331 – 22" post oak

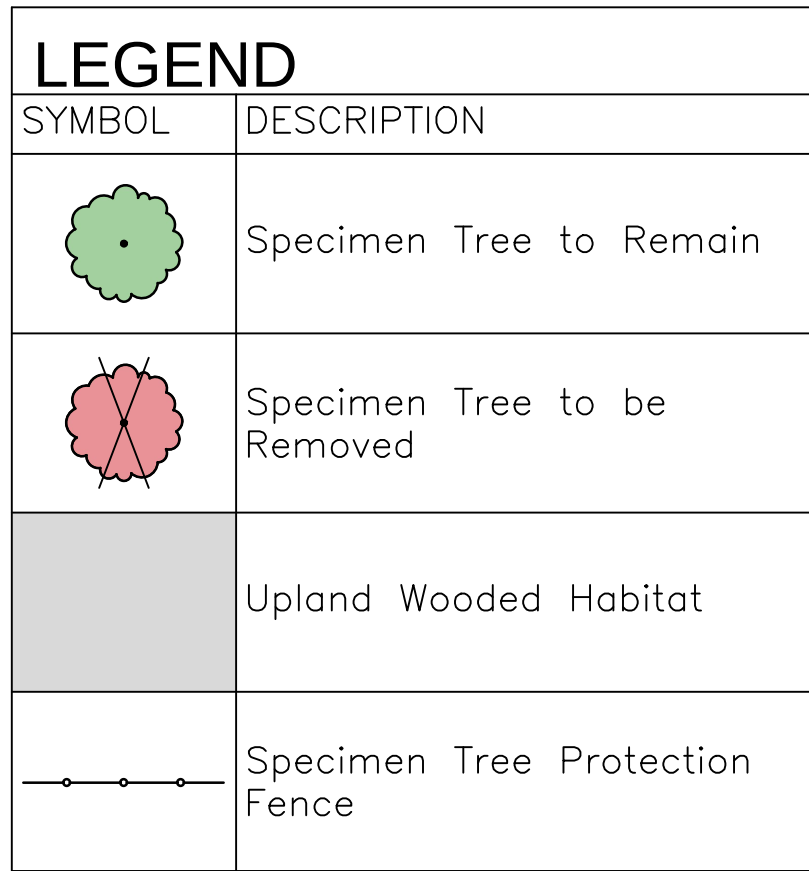


Tree #3762 – 25" post oak



[illegible]

Total # of Specimen Trees	17
Specimen trees to be removed	6
Specimen tree mitigation (2X cal. inches removed):	0
Mitigation trees required:	0
Mitigation fee calculation (\$375/tree):	\$0



J. TANNAHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SPECIMEN TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 8/28/2023

REGISTERED LANDSCAPE ARCHITECT
RON STEWART
791
STATE OF TEXAS

Drawn By: MH
Date: 02/14/2022
Scale: 1"=50'
Revisions:
5/23/2022
8/05/2022
10/20/2022
1/18/2022
1/31/2023
5/12/2023
7/17/2023
8/25/2023

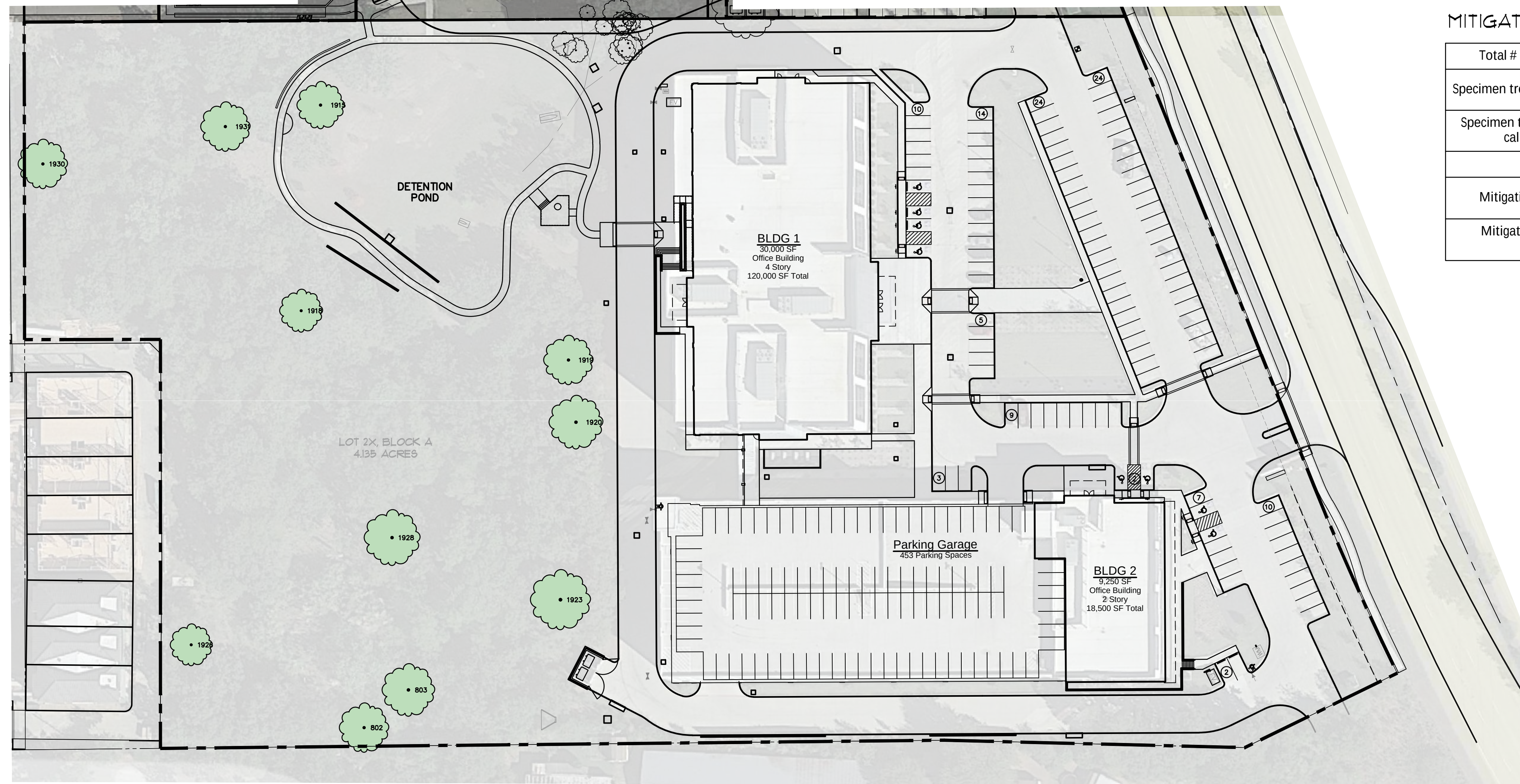
RCL21002

S1

OWNER/DEVELOPER
REALTY CAPITAL
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TX 75039
Ph. 970-213-8784
Contact: MR. SPENCER LONG

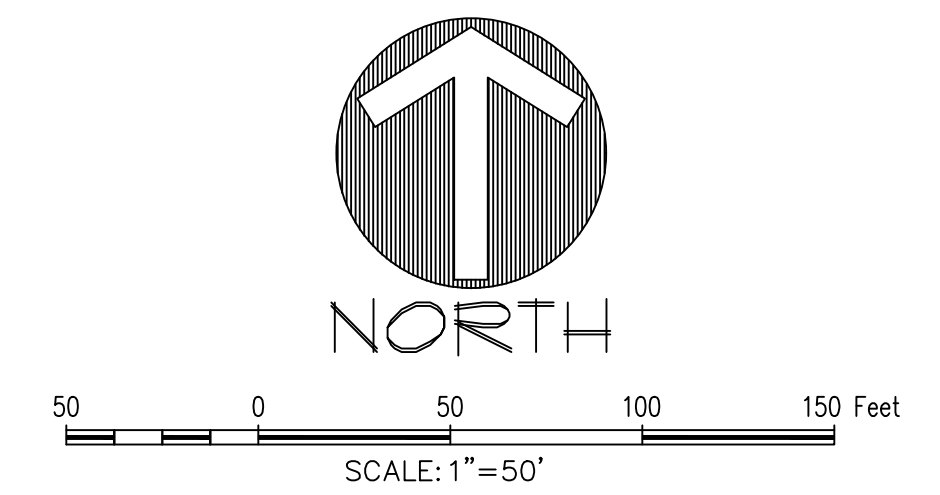


TREE CHART

[illegible]

MITIGATION CALCULATIONS

Total # of Specimen Trees	17
Specimen trees to be removed	6
Specimen tree mitigation (2X cal. Inches removed):	0
Mitigation trees required:	0
Mitigation fee calculation (\$375/tree):	\$0



LEGEND	
SYMBOL	DESCRIPTION
	Specimen Tree to Remain
	Specimen Tree to be Removed
	Upland Wooded Habitat
	Specimen Tree Protection Fence

**The John R. McAdams
Company, Inc.**
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

BPPE: 19762 TBPLS: 10194440
www.mcadamsco.com



LAKESIDE CENTER
LAKESIDE CROSSING
Lot 1-2X, 6 & 7, Block A
11.760 Acres
in the

3. LANNATHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SPECIMEN TREE SURVEY WITH AERIAL

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 8/28/2023
791

rown By: MH
ate: 02/14/2022
cale: 1"=50'
evisions:
5/23/2022
8/05/2022
0/20/2022
7/18/2022
1/31/2023
5/12/2023
7/17/2023
8/25/2023

RCL21002

TS2

OWNER/DEVELOPER
REALTY CAPITAL
909 LAKE CAROLYN PARKWAY, SUITE 160
IRVING, TX 75039
Ph. 970-213-8784
Contact: MR. SPENCER LONG



TOWN COUNCIL AGENDA K.5. REGULAR ITEM(S)

DATE: October 2, 2023
FROM: Poornima Kashyap, Principal Planner
ITEM: **Public Hearing to consider an ordinance for rezoning (ZPD22-0003 – Lakeside Crossing) to amend Planned Development No. 153 (PD-153) with Campus Commercial uses for both residential and non-residential uses to modify PD-153 boundary to exclude acreage, to modify development standards, and to request certain exceptions, modifications and waivers to the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (PZ recommended approval only for the Building 2 Elevations and Split Parking Ratios by a vote of 6 to 0 at its September 25, 2023, meeting.)**

BACKGROUND:

- Size – 10.92 acres
- Zoning – Planned Development District-153 (PD-153) with Campus Commercial uses for both residential and non-residential uses
- Proposed use:
 - Boundary change between PD-169 and PD-153,
 - Modify landscape plan, phasing, and maintenance language for the open space lot,
 - Updated elevations for Building No. 2,
 - Request to allow the use of split parking ratio for amusement and recreation/restaurant use.
- SMARTGrowth – Previously completed.
- Traffic Analysis – N/A, Not triggered.
- Incentives – None requested
- [Planning and Zoning Commission Staff Report](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval of only the requests listed below on September 25, 2023.

1. Updated elevations for Building No. 2, and
2. To allow the use of split parking ratio for amusement and recreation/restaurant use.

These changes are reflected in the draft ordinance.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

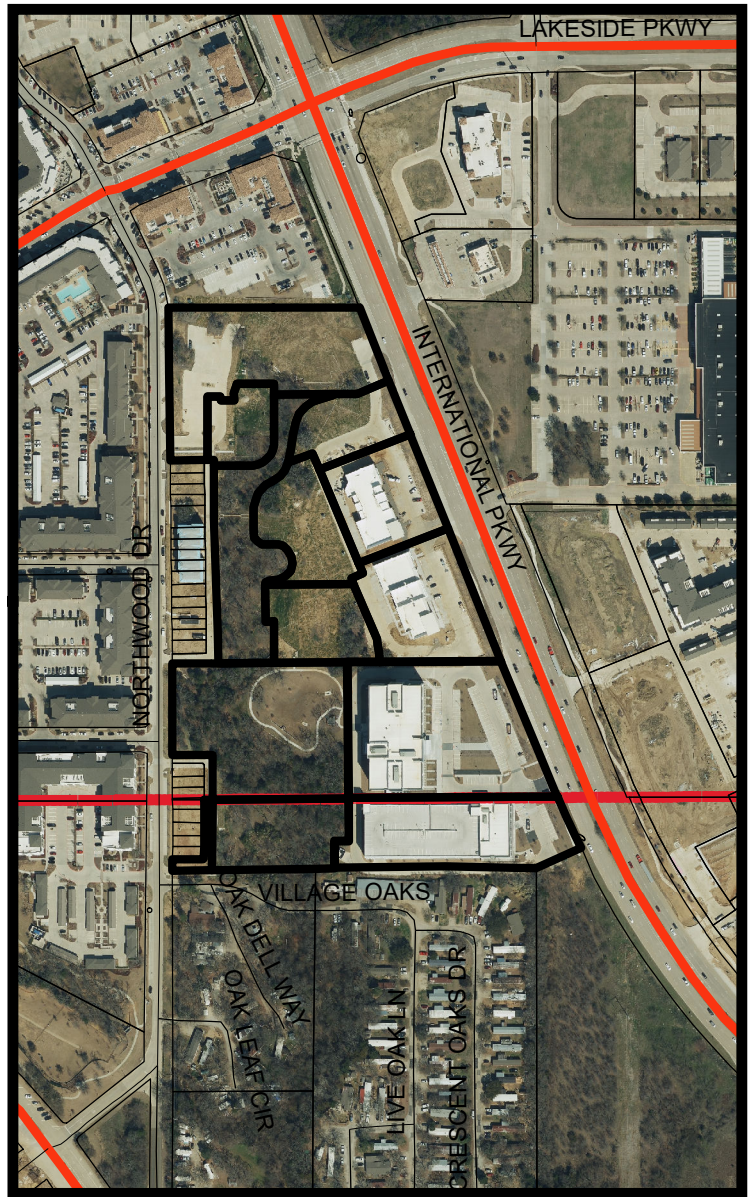
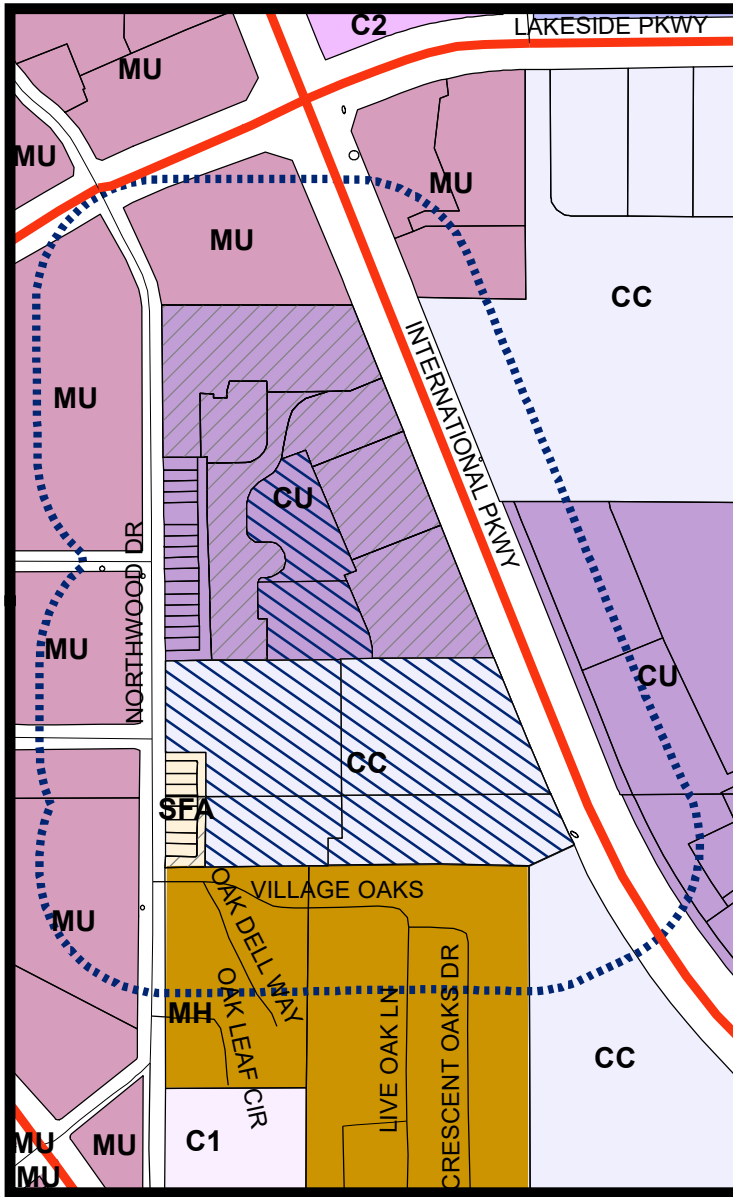
ATTACHMENTS:

1. Vicinity & Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibit A

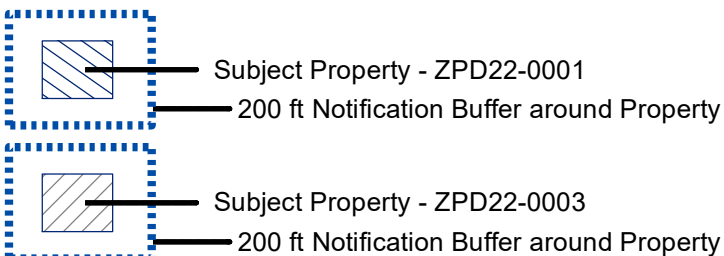
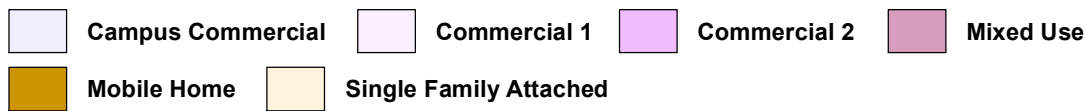
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

Reference Project: ZPD22-0001 & ZPD22-0003

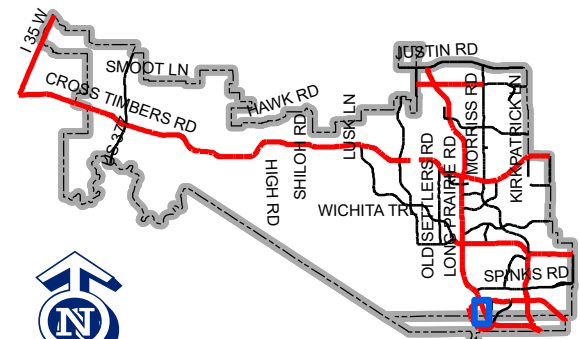


LEGEND

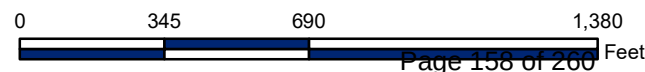


Visit www.fmdevmap.com to learn more about this project.

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 ORDINANCE NO. 25-17 AS AMENDED BY ORDINANCE NOS. 03-18 AND 22-21, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 10.91 ACRES OF LAND AND BEING ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8X, BLOCK A, LAKESIDE CROSSING ADDITION, BY MODIFYING DEVELOPMENT STANDARDS RELATED TO PARKING AND AMENDING THE CONCEPT ELEVATION FOR BUILDING NO. 2 OF LAKESIDE CROSSING; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; 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 (the “Town Council”) 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 10.91 acres of land and being all of Lots 1, 2, 3, 4, 5, 6, 7, and 8X, Block A, Lakeside Crossing Addition, Denton County, Texas, applied for a Zoning Planned Development amendment to amend Ordinance No. 25-17, as amended by Ordinance Nos. 03-18 and 22-21, for Planned Development District No. 153 (PD-153), seeking to establish alternative parking standards and to update conceptual elevations for a portion of the development; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on September 25, 2023, and the Town Council held a public hearing on October 2, 2023, with respect to the proposed Zoning Planned Development amendment as described herein; and,

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

WHEREAS, the Town Council finds that amendment of Ordinance No. 25-17, as amended by Ordinance Nos. 03-18 and 22-21, for Planned Development District No. 153 (PD-153) 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 and the general public;

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

SECTION 1

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

10.91 acres of land and being all of Lots 1, 2, 3, 4, 5, 6, 7, and 8X, Block A, Lakeside Crossing Addition, Denton County, Texas.

- A. Exhibit B, "Development Standards," for Planned Development District No. 153 (PD-153), as amended, is hereby amended by adding a new subsection 5 to Paragraph III.A., "PARKING," to read as follows:

"A. PARKING

* * *

5. For any amusement and recreation (indoors) use that also includes a restaurant component, a split parking ratio may be used to calculate the required parking based on the square footage of areas designated for restaurant/dining relative to the areas designated for amusement/recreation use. The calculation for required parking shall take into consideration the square footage of any accessory spaces such as foyer, restrooms, corridors, and any other accessory spaces."
- B. Exhibit F, "Architectural Imagery Package," for Planned Development District No. 153 (PD-153), as amended, is hereby amended by replacing the conceptual elevations for Building No. 2 of the Lakeside Crossing development with the new conceptual elevations attached hereto as Exhibit "A" and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 25-17, as amended by Ordinance Nos. 03-18 and 22-21, for Planned Development District No. 153 (PD-153), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, 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 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council 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, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

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

SECTION 7

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

SECTION 8

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 2ND DAY OF OCTOBER, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

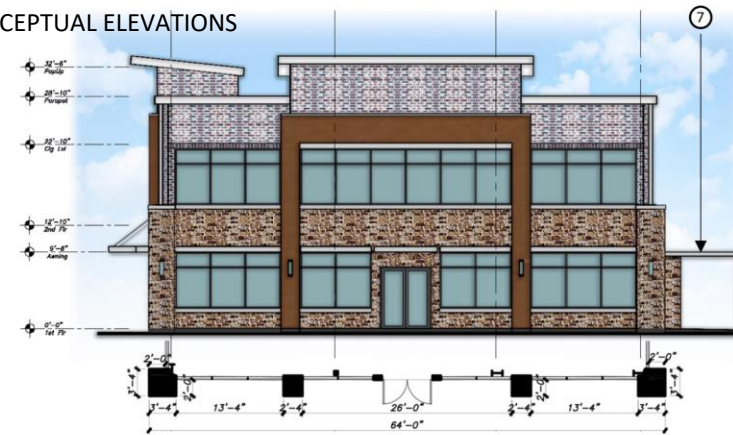
Theresa Scott, TOWN SECRETARY

EXHIBIT A

EXHIBIT "A" CONCEPTUAL ELEVATIONS



Building 2 - South Facade



Building 2 - East Facade



Building 2 - North Facade

* MINIMUM 20% NORTH FACING CLEAR GLAZING SUPPLIED



Building 2 - West Facade

EXTERIOR FINISHES SCHEDULE

NAME/TYPE	DESCRIPTION	VENDOR / MANUFACTURER
1	CULTURED STONE	CORONADO STONE PRODUCTS - FRENCH COUNTRY VILLA SERIES, COLOR "CHAMPAGNE"
2	THIN SET BRICK	OLD TEXAS BRICK - SILVER PORT
3	ALUMINUM PANEL	DESIGN LINE (DURAGLOSS DL), ITALIAN WALNUT WOOD PREMIUM FINISH
4	PRE-FINISHED METAL	COLORWELD 500 SERIES ONE, COLOR FRISCO WHITE
5	STOREFRONT	KAWNEER TRIFAB VERSAGLAZE 451T, COLOR #28 MED. BRONZE, W/ CLEAR GLAZING
6	STANDING SEAM METAL ROOF	COLOR GREY
7	AWNINGS	ARCHITECTURAL FABRICATION, "ATLAS" MODEL, COLOR WHITE

* 20 PERCENT OF NORTH AND EAST FACADES HAVE TRANSPARENT WINDOWS.

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

MATERIAL CALCULATIONS

	North	%	West	%	East	%	South	%
Total Facade	3074		1866		2308		3008	
Doors and Windows S.F.	1033		736		725		1213	
Facade S.F. Minus Doors and Windows	2041		1130		1583		1895	
Primary Masonry Totals - Min 80%								
Aluminum S.F.	17	1%	17	2%	245	15%	239	13%
Brick S.F.	715	35%	369	33%	375	24%	704	38%
Stone S.F.	1129	56%	620	55%	803	51%	730	39%
Secondary Totals - Max 20%								
Prefinished Metal S.F.	180	9%	124	11%	160	10%	183	10%





TOWN COUNCIL AGENDA K.6. REGULAR ITEM(S)

DATE: October 2, 2023
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP22-0022) for one (1) specimen tree on property proposed for development as Lakeside Crossing. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Environmental Conservation Commission recommended denial by a vote of 6-0-0 at its January 3, 2023, meeting.)**

BACKGROUND: The Lakeside Crossing development consists of approximately 8.728 acres and is generally located south of Lakeside Parkway and between Long Prairie Road and Northwood Drive. The site is currently zoned as Planned Development District No. 153 (PD-153) with Campus Commercial District (CC) uses and master planned for the Lakeside Business District. The applicant is proposing to rezone the 8.728 acres. According to the tree survey for the project, the site contains a total of nine (9) specimen trees. The applicant is requesting to remove one (1) specimen tree (Tree #1924 – 25” post oak). The specimen tree is in good condition and is located within the proposed buildable area and in Upland Habitat.

The one (1) specimen tree is in an area previously designated as Upland Habitat. There was an exception granted to the Upland Habitat SMARTGrowth requirements for the non-residential areas of the Lakeside Crossing development, per Ordinance #25-17. However, the applicant would still be required to plant one mitigation tree onsite if the specimen tree is authorized for removal.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 3, 2023, meeting. The ECC recommended denial of the requested permit to remove one (1) specimen tree. The ECC meeting can be viewed at: <https://flowermoundtx.new.swagit.com/videos/240483>

Staff received 10 emails in opposition to the request for the January 3, 2023, ECC meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

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

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

November 4, 2022

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

Reference: Tree Removal Permit Application
Lot 1-3, Block A, Abstract NO. 1298
12.476 Acres
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert,

On behalf of the developer on the aforementioned property, we are requesting that (1) specimen tree (as outlined in the attached tree survey), as defined in the TOFM Tree Preservation Code, be removed. The tree being requested to be removed due to site conditions and staff request, which thereby mean the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	9 trees
Total specimen trees to be removed	1 trees

Due to preexisting conditions, Town of Flower Mound Engineering Standards, Code requirements, and Environmental Staff requests this specimen tree is not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

The following is the specimen tree we are requesting to be removed:

- | | |
|---------------|--------------|
| 1. Tree #1924 | 25" Post Oak |
|---------------|--------------|

This tree is being removed due to site constraints and staff request.

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

Sincerely,



Lara Hall RLA
Landscape Architect, TX #3748



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

TREE REMOVAL PERMIT

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

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

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

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

Name:

Lara Hall

Address:

201 Country View Drive Roanoke, TX 76262

Phone:

817-933-3306

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s):

☐ NewStream ☐ Commercial Newstream Retail Partners - FM LLC

Address: 2301 W Southlake Blvd 311 South Oak St.
Suite 500 Ste 250
Southlake, TX 76092 Kennerly TX 76262

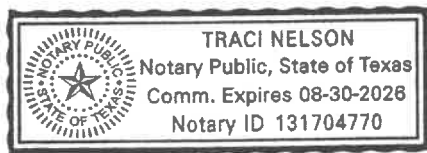
3. Location and Legal Description of Property:

Lot 1-5 Block A
Abstract 1252
8.275 Acres

Page 2 of 3.

4. Owner's Authorization of Representation

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



[Signature]
Signature of Owner

Given Under My Hand and Seal of Office
This the 3rd Day of December, 2022

Traci Nelson
Notary Public
In and For Denton County, Texas.

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

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

Lara Hall
Signature of Applicant

Landscape Architect License No.3748

State of

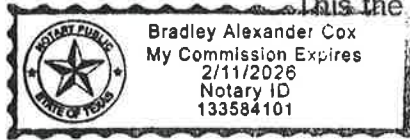
Licensure____Texas_____

Or ISA Certified Arborist No._____

Or Certified Forester No. _____

Given Under My Hand and Seal of Office

This the 12 Day of December, 2022



B. A. Cox

Notary Public

In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 12/15/2022 by
(initials) JRH.

Application for Tree Removal Permit Page 3 of 3
(effective for Developments submitted 10/6/08 – present)

7. REQUIRED SUBMITTALS CHECKLIST

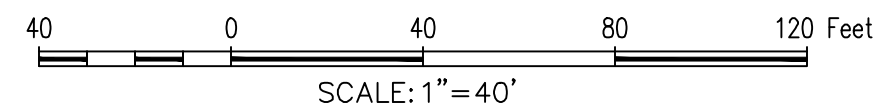
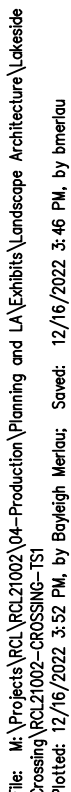
- a. A \$250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of \$1,000 per permit application.
- b. A \$200 fee is required for each Tree Removal Request sign that is made by the Town. The sign(s) must be placed on the property 15 days prior to the ECC hearing that the item is scheduled for on the agenda. Signs shall be placed perpendicular to the street and clearly visible. There shall be one sign for each 500ft of street frontage.
- c. One (1) electronic copy of this application signed and notarized.
- d. One (1) electronic copy of the site plan, development plan, or concept plan or landscape plan where applicable.
- e. One (1) electronic copy of the Tree Survey drawn to the largest practical scale and indicating the items as required by the Town's Tree Ordinance.
- f. One (1) electronic copy of photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).
- g. One (1) electronic copy of a photograph for each tree requiring a tree removal permit, which is proposed for removal.

- h. One (1) electronic copy of a written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree (LOI).

Lakeside Crossing -
Specimen tree proposed for removal

Tree #1924 – 25" post oak





LEGEND	
SYMBOL	DESCRIPTION
	Specimen Tree to Remain
	Specimen Tree to be Removed
	Upland Wooded Habitat
	Specimen Tree Protection Fence

[illegible]

NOTES: (18) PROTECTED TREES OUTSIDE OF THE UPLAND WOODED HABITAT.

Mitigation trees required:	0
Mitigation fee calculation (\$375/tree):	\$0

NOTES: TREES 1245, 1319, AND 2333 ARE NOW DEAD. THREE 3" CALIPER MITIGATION TREES SHALL BE PLANTED SOMEWHERE ON SITE.

OWNER/DEVELOPER
REALTY CAPITAL
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TX 76039
Ph. 970-213-8784
Contact: MR. SPENCER LONG

LAKESIDE CROSSING
LAKESIDE CROSSING
Lot 1 - 5 & 8X, Block A
8.725 Acres
in the
ANNEHILL SURVEY, ABSTRACT NO.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SPECIMEN TREE SURVEY



Drawn By: MH
Date: 02/14/2022
Scale: 1"=40'
Revisions:
05/23/2022
08/05/2022
10/20/2022
11/18/2022

RCL21002

TS1

LAKESIDE CROSSING



TOWN COUNCIL AGENDA K.7. REGULAR ITEM(S)

DATE: October 2, 2023
FROM: John Chapman, Planner
ITEM: **Public Hearing to consider an ordinance amending the Master Plan (MPA23-0004 – Urban Design Plan and Area Plans Refresh) by amending Section 2 “Area Plans,” and Section 4 “Urban Design Plan,” for the purpose of merging all area plan elements in one component of the Master Plan and to refresh the Urban Design Plan. (PZ recommended approval, with the recommendation gray be added to the proposed matrix, by a vote of 6 to 0 at its September 11, 2023, meeting.)**

BACKGROUND:

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town’s “Urban Design Plan” and “Area Plans” components of the Master Plan by updating photos, graphics, maps, and format, related to design and landscaping features, as well as updating language related to façade colors, building materials, parking garage standards, and redevelopment expectations.

II. BACKGROUND

Town Council was provided with a presentation of the “Urban Design Plan” at their April 20, 2023, work session meeting. Following staff presentation and discussion, Council directed staff to engage in updating photos, graphics and maps, and clarify language related to façade materials, door and window openings, and to incorporate color representation.

[April 20, 2023, Meeting Link](#)

A work session was held with the Planning and Zoning Commission at their August 28, 2023, meeting. During this meeting, staff was provided feedback on exterior building design related to door and window openings and parking garages.

[August 28, 2023, Meeting Link](#)

As part of this update, Land Development Regulation standards related to exterior design are also proposed to be updated to reflect the intent of the Town’s “Urban Design Plan” Master Plan component, LDR23-0002 – “Urban Design Plan” and “Area Plans” Refresh.

Following a discussion pertaining to the use of gray as a façade color, P&Z recommended to include neutral and warm gray tones as part of the proposed color matrix. These changes are reflected in the draft ordinance.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval, with the recommendation gray be added to the proposed color matrix, by a vote of 6 to 0 at its September 11, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. DRAFT Ordinance
2. Exhibit A
3. Exhibit B

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

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE MASTER PLAN, BY REPEALING AND REPLACING SECTIONS 2.0, "AREA PLANS," AND 4.0, "URBAN DESIGN PLAN"; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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, on March 19, 2001, the Town Council of the Town (the "Town Council") adopted the Flower Mound 2001 Master Plan (the "Master Plan"), which consisted of nineteen component plans, including the Land Use Plan, Area Plans, and Urban Design Plan; and,

WHEREAS, the Master Plan establishes and articulates a community-based vision to preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community, mitigate the ill effects of rapid and intense urbanization, create a balanced tax base to ensure the Town's long-term economic health and prosperity, and ensure all development is of enduring and exemplary quality; and,

WHEREAS, the Town Council directed Town staff to review standards and recommendations for the Urban Design Plan; and,

WHEREAS, the Town Council finds and determines that it is necessary to amend various elements of the Master Plan related to nonresidential design, the Denton Creek District, and Lakeside Business District; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on September 11, 2023, and the Town Council of the Town held a public hearing on October 2, 2023, with respect to the amendments described herein; and,

WHEREAS, upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearings, the Town Council has determined that it is in the best interest of the citizens of the Town that the Master Plan be amended to repeal and replace Sections 2.0, "Area Plans," and 4.0, "Urban Design Plan," and to adopt updates to these components of the Master Plan.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 2.0, "Area Plans," of the Master Plan is hereby amended by repealing and replacing the existing Section 2.0, "Area Plans," with a new Section 2.0, "Area Plans," to read as set forth in Exhibit A attached hereto.

SECTION 3

From and after the effective date of this Ordinance, Section 4.0, "Urban Design Plan," of the Master Plan is hereby amended by repealing and replacing the existing Section 4.0, "Urban Design Plan," with a new Section 4.0, "Urban Design Plan," to read as set forth in Exhibit B attached hereto.

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances of the Town except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section 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 phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7

This Ordinance shall take effect and be in full force on and after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 2ND DAY OF
OCTOBER, 2023.**

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT A

EXHIBIT B

2.0 AREA PLANS

Lakeside Business District

The Lakeside Business District is located in the southeastern region of Flower Mound five miles north of the Dallas Fort Worth International Airport. Excellent regional access is provided by International Parkway (FM 2499) and Lakeside Parkway to SH 121 and SH 114.

1. Land Use Categories

Campus Commercial – Campus Commercial means a mixture of uses which includes corporate offices, office parks, hotels, commercial, similar uses, and may include limited residential development. The intent is to create a vibrant area that encourages dynamic economic development focused around live, work, and play opportunities. A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

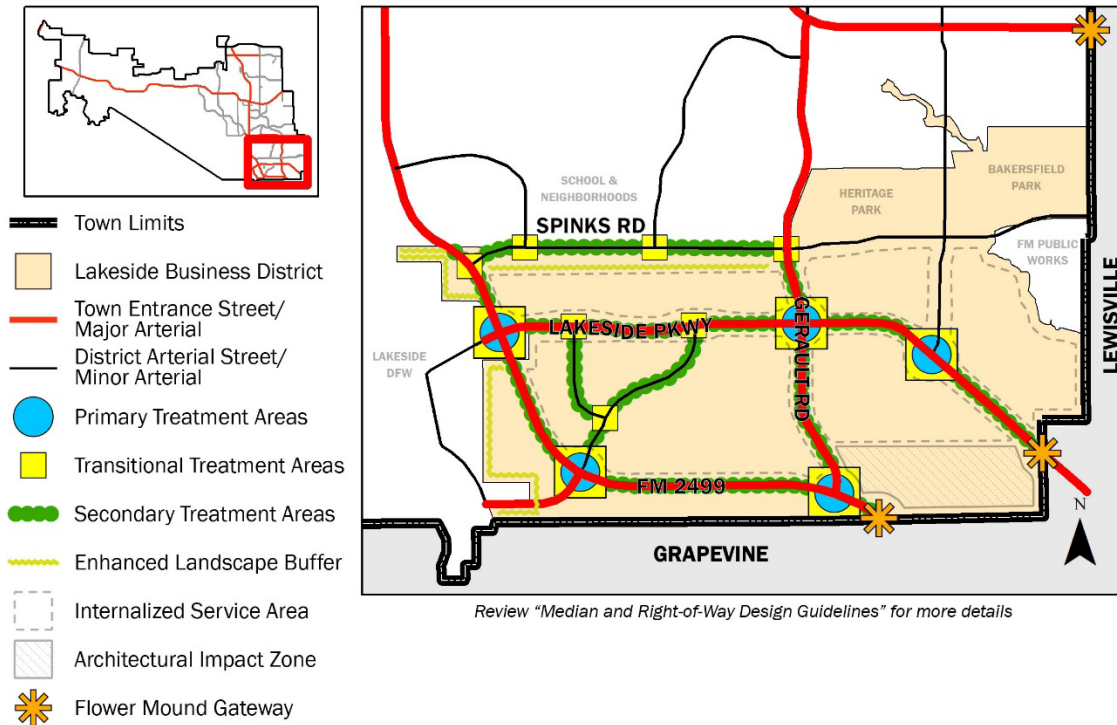
Development in the district should demonstrate the following:

1. Compliance with the three elements of the District's Vision:
 - a. Creates high quality, regional commercial development;
 - b. Competes in the economic development arena; and
 - c. Develops a balanced tax base to reduce the residential tax burden;
2. Exemplary and enduring quality and design shall be achieved by establishing a high level of development standards;
3. Market factors should ensure a robust mix of uses that are economically viable, support a high quality of life, and provide sustainable fiscal health for the Town;
4. No one single use should be allowed to predominate in the District at build-out;
5. Uses and design shall be in context with the existing environment and adjacent developments; and
6. Residential development should provide a range of residential options that reflect changing lifestyles and demographics, and should be facilitated through the balancing of market demand and community preferences.

Campus Industrial - Large scale developments such as corporate offices, office parks, service/repair, light industry, clean assembly, and similar uses, in a planned campus setting. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments.

2.0 AREA PLANS

2. District Elements



Definitions

Roadways – There are various roadway types within the Lakeside Business District.

Please refer to the "Town of Flower Mound Thoroughfare Plan" for more specific information on roadways in the Lakeside Business District.

Town Entrance Street – Applies to major arterials in the Lakeside Business District: International Parkway (FM 2499), Lakeside Parkway, and Gerault Road.

District Arterial Street – Applies to the minor arterials in the Lakeside Business District: Spinks Road, Garden Ridge Road, Silveron Boulevard, and Lake Forest Boulevard

Primary Treatment Areas – Applies when Town Entrance Streets (major arterials) intersect with each other.

Please refer to the "Area 1" description in the Town's "Median and Right-of-way Design Guidelines" for more specific information.

Transitional Treatment Areas – Applies when a District Arterial Street (minor arterial) intersects with another District Arterial Street or Town Entrance Street (major arterial). Transitional Treatment Areas are also found around Primary Treatment Areas as they provide secondary landscaping.

Refer to the "Area 2" description in the "Median and Right-of-Way Design Guidelines" for more specific information.

Secondary Treatment Areas – Applies to portions of Town Entrance Streets and District Arterials between primary and transitional treatment areas.

Refer to the "Area 3" description in the "Median and Right-of-Way Design Guidelines" for more specific information.

2.0 AREA PLANS

Enhanced Landscape Buffer – Supplementary to the Town’s Code of Ordinance landscaping standards and is intended to maximize screening.

Internalized Service Areas – Area for intense elements essential to appropriate commercial and industrial uses that should be internal to the development and not visible from major arterials.

Architectural Impact Zone – Designated for highly visible, prominent land at district and Town entrances.

Flower Mound Gateways - Distinctive entry demarcation to the Town of Flower Mound will help distinguish it as a unique community. Flower Mound gateways and monumentations are planned at or near the Town limits on International Parkway and Lakeside Parkway.

Refer to the Town’s “Median and right-of-way Design Guidelines” for more specific information on gateways and monumentation.

Parks and Floodplain - There are two parks in the Lakeside Business District: Gerault Park and Bakersfield Park. These are community parks.

Refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on these parks.

Trail System - There are existing segments of the Town’s multi-purpose trail system in this area along with other trail opportunities.

Please refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on the trail system.

Tree Groves – Tree groves are defined as a group of trees that consist of the same species.

2.0 AREA PLANS

3. Street Lighting

The street lighting standard and fixture on major and minor arterial streets should be selected by the Town as a distinctive lighting element.



Example of major/minor arterial light fixture



Example of existing district light fixture

4. Architectural Impact Zone

Architectural facades along the Town Entrance Streets should be a significant contributor to the image of the Lakeside Business District, and should be designed to an exemplary standard for their use. Parking between the building line and the street should be kept to a minimum to enhance the landscape image of the District.

Additionally, the land in this zone in the Lakeside Business District is highly visible from northbound traffic on International Parkway as it enters Flower Mound. Because of the prominence of this site, and its significance to the Town's entry, buildings in this zone as seen from International Parkway should be designed with particular attention to architectural quality and features.

Architectural elements visible from International Parkway (FM 2499)

- Tilt-wall construction is not precluded from this zone.
- Facades and elevations seen from International Parkway should be of significantly higher architectural quality than is generally associated with industrial buildings.
- Mechanical systems in this zone should be 100% screened from view from the International Parkway public right-of-way.

5. Internalized Service Areas

In the areas of the Lakeside Business District designated as suitable for Commercial/Industrial land uses, service areas such as truck docks, layout or storage yards, utility components, trash handling and similarly intense elements essential to appropriate commercial and industrial uses should be planned for locations internal to the major arterials. Such elements should not be visible from these roadways.

- Service areas such as truck docks, layout or storage yards, utility components, trash handling, and similarly intense elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the development areas bounded by Town Entrance arterials and District arterials.
- Such service uses should not be visible from the Town Entrance Streets and Secondary Treatment Areas.
- Screening should be by planting, landforms, or walls, as described under District Landscape Street Buffers.

2.0 AREA PLANS

6. Parks and Floodplain

There is a significant floodplain along the eastern and southeastern edge of the Lakeside Business District. Since the Town of Flower Mound discourages construction in the floodplain and alteration of the floodplain, these areas should be preserved. They should be incorporated into the landscape planning for adjoining development. Since they are anticipated to include segments of the Town's multi-purpose trail, site development in the adjoining Commercial/Industrial areas should be planned for compatible adjacent uses and site features, and avoid exterior storage, utility, and similar uses in direct view of the potential trails.

7. Trees and Natural Features

Several large areas of trees, drainage courses, and other natural features exist within the Lakeside Business District. These natural features are representative of the distinctive natural atmosphere of Flower Mound, and can have high amenity value for development. Existing trees fall within the purview of the Town's Tree Preservation Ordinance. Trees and other natural amenities should be incorporated into the planning and landscape design of developments within the Lakeside Business District.

2.0 AREA PLANS

8. Town Entrance Street (major arterials)

Town Entrance Street applies to all major arterials within the Lakeside Business District. Such roadways that pass through the district are appropriate for, and should be compatible with, the anticipated commercial and industrial development. However, because these roadways serve all of Flower Mound, Town Entrance Streets should also reflect the rural character and high quality of the entire Town.

The intent is that the public and private landscaping design along these roadways should be integrated, whether separately by the public and private sectors, as a joint public-private effort, or entirely by the private sector.

These landscape guidelines are intentionally more stringent than the landscaping requirements from the Town's Land Development Regulations. Therefore, the resulting design is expected to be different from other districts in Flower Mound.

The Town Entrance Streets (major arterials) include the following roadways:

- International Parkway (FM 2499)
- Lakeside Parkway
- Gerault Road

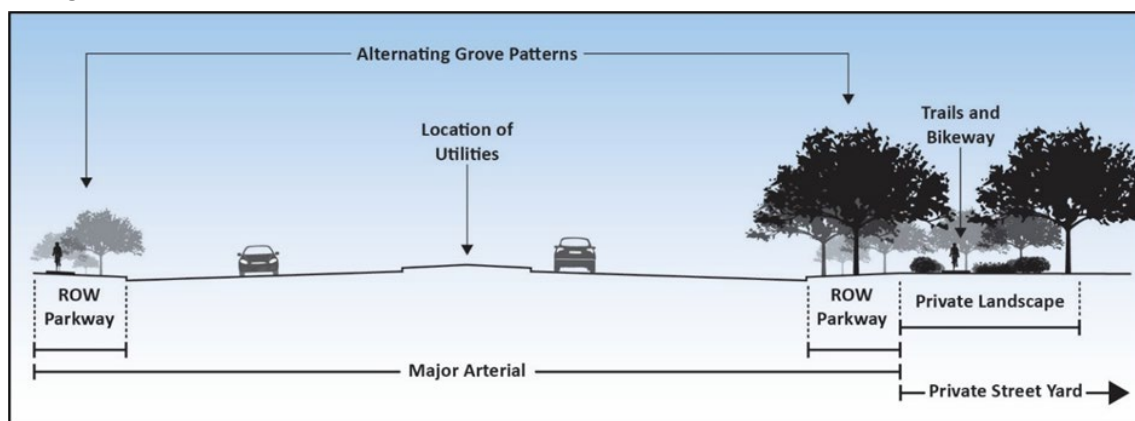
Public landscaping within the right-of-way parkway

This approach is appropriate when utilities are located under the street or the median, and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of not less than 100' in length spaced not more than 700' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species from the approved Town of Flower Mound R.O.W. & Median Plant List.
- Tree groves are comprised of a group of trees of the same species from the Town of Flower Mound approved Tree Planting list.
- Planting layout is to be informal, random tree placement.



Informal tree groves example



Public Landscaping within the Median

Please refer to the appropriate street type within the "Median and Right-of-Way Design Guidelines" as well as the description of Areas 1, 2, and 3 for more specific details and recommendations about public landscaping within major arterial medians.

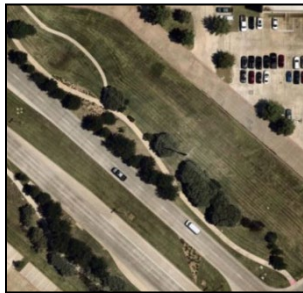
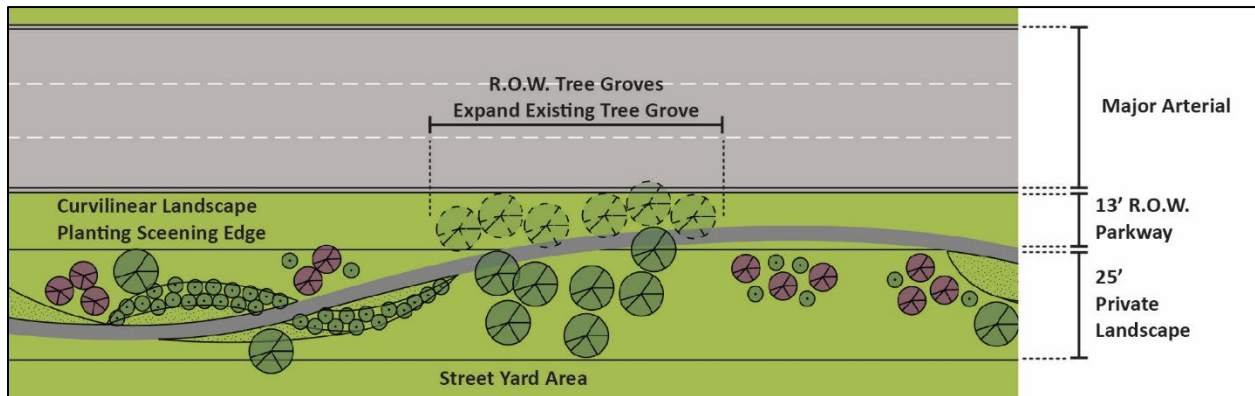
2.0 AREA PLANS

Private Street Yard Area Landscaping

- A 25' wide Landscape Street Buffer is located from the R.O.W./Property line set back into the private property. This Buffer is within the Building Setback (Street Yard) area described in the Town's Landscaping Standards.
- Plantings should be in a curvilinear planting layout.
- Implementation will be provided at the time of development by the developer.

Sidewalks

- Sidewalks are required by the Land Development Regulations, in addition to the Landscape Street Buffer.
- Implementation will be provided at the time of development by the developer.
- Sidewalks should be curvilinear and integrated with the public landscape and the private landscape buffer.



Sidewalk example

2.0 AREA PLANS

Parking

- Parking shall be allowed in the front, side, and rear yards of buildings.
- Parking in the front yards of Town Entrance Arterials shall be a maximum double loaded configuration with a single travel lane.
- Per the Town's ordinances, parking spaces must be screened from view and incorporate parking area trees.

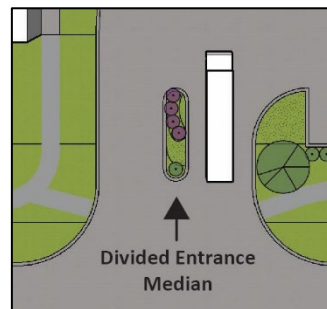


Vehicular Access from Major Arterials

- Divided entries shall have a 6' minimum wide highly landscaped median to improve traffic safety.
- Such entries should not be located within the R.O.W. parkway.
- Landscaping should only include low-growing plants, groundcovers, and/or hardscaping, and should not interfere with vehicle and pedestrian safety.
- Signage, if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.
- Provide opportunities for shared access between adjacent developments to aid in traffic management and reduce the number of curb-cuts along roadways.



Divided entrance median example



Median illustration

2.0 AREA PLANS

Bridges

- Vehicular bridges should have a special architectural treatment and enhancement beyond standard conditions.
- The treatments should include railing and abutment designs that increase their civic character and relationship to the Town.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- Bridges on arterials are to incorporate sidewalk access to provide pedestrian continuity, as appropriate.



Enhanced freeway and overpass bridge treatment example



Enhanced treatment example

2.0 AREA PLANS

9. District Arterial Street (minor arterials)

District Arterial Streets include all minor arterials serving the Lakeside Business District. Their landscape and urban design treatment should reflect the high quality commercial and office/warehouse development in the district, but should also reflect the rural character and quality of the overall Town.

The intent is that the public and private landscaping design along these roadways be integrated, whether separately by the public and private sectors, as a joint public-private effort, or entirely be the private sector.

The following guidelines are intentionally more stringent than the landscaping requirements of the Land Development Regulations. The resulting design is expected to be different from other districts in Flower Mound.

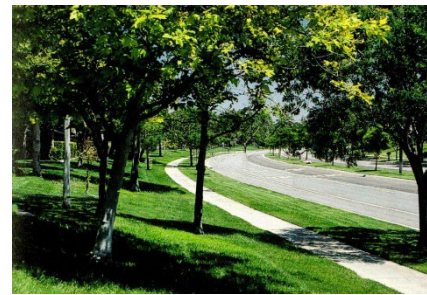
Secondary Treatment Areas are appropriate for the following roadways (minor arterials):

- Garden Ridge Road
- Spinks Road
- Silveron Boulevard

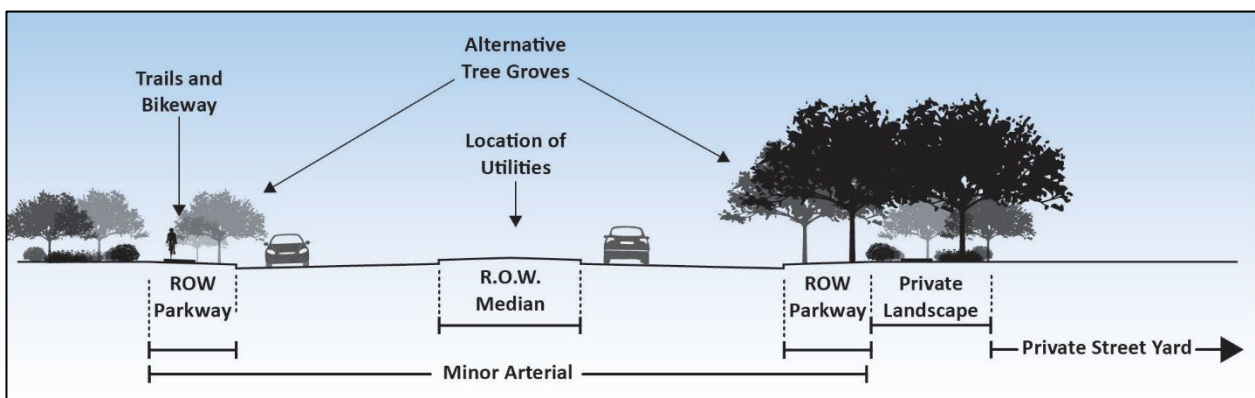
Public Landscaping within the right-of-way parkway

This approach is appropriate when utilities are located under the street or the median and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of 80' in length spaced 480' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- Sidewalks should be integrated into the landscaping in the public right-of-way.
- Planting layout is to be informal, random tree placement.



Example of informal public district arterial landscape in the right-of-way

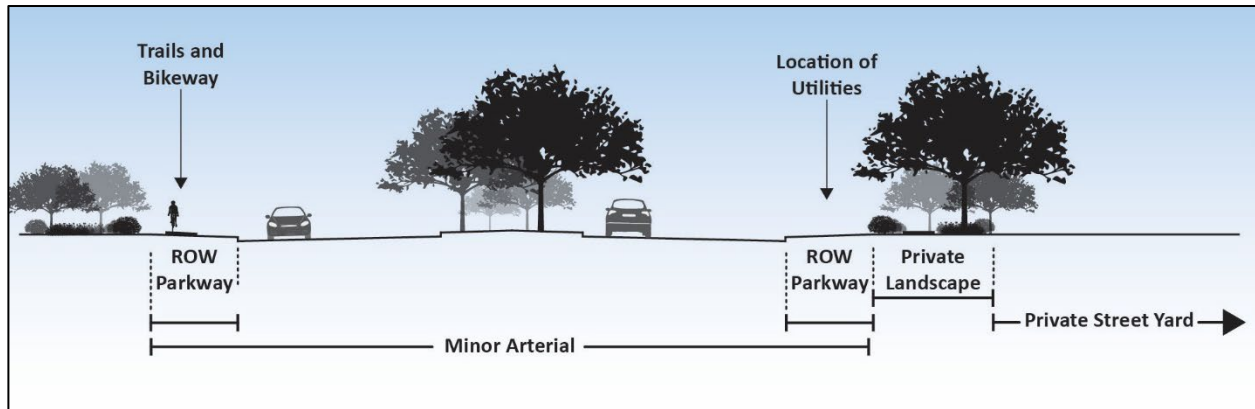


2.0 AREA PLANS

Public Landscaping within the median

This approach is appropriate when utilities are located under the parkway, and infringe upon the ability to provide landscaping within the parkway.

- Tree Groves of 80' in length spaced 480' apart.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- Planting layout is to be informal, random tree placement.



Private Street Yard Area Landscape

- Landscape Street Buffer planting located adjacent to the ROW/Property line back into private property to a width of 15'.
- Planting layouts should be informal with a curvilinear planting edge.
- Improvements include landscaping and/or earthen berms, to a height of three feet maximum to screen surface parking in accordance with the Town's Land Development Regulations.
- Implementation will be provided at the time of development by private developer.

Compatibility buffer on the south side of Spinks Road

A 25' minimum street buffer and landscape screen is required along the south side of Spinks Road for Commercial /Industrial development, including berms and shrubs for complete visual screening from the residential neighborhoods on the north side of Spinks Road.

Sidewalks

- Sidewalks are required by the Land Development Regulations, in addition to the landscape street buffer.
- Implementation will be provided at the time of development by the developer.
- Sidewalks should be integrated with the public landscape and the private landscape buffer.



Example of compatibility buffer on Spinks Road

2.0 AREA PLANS

Parking

- Parking shall be allowed in the front, side, and rear yards of buildings.
- Parking in the front yards shall be a maximum double loaded configuration with a single travel lane.
- Per the Town's ordinances, parking spaces must be screened from view and incorporate parking area trees.
- Shade trees are required in accordance with the Land Development Regulations.



Landscape screening of parking example

Vehicular Entrances from Minor Arterials

- Divided entries shall have a 6' minimum width highly landscaped median to improve traffic safety.
- Sight distances and visibility at driveway intersections must be in accordance with the Land Development Regulations.
- Planting layout to be informal and utilize small flowering trees and shrubs.
- Designed to provide opportunities for shared access to aid in traffic management and reduce the number of curb cuts along minor arterials.
- Signage, if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.



Signage in the divided median example

Bridges

- Vehicular bridges for District Arterials should have a special treatment design and materials enhancement beyond standard bridge construction.
- The treatments should include railing and abutment designs that increase their civic character and reflection of the Town's community character.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- Bridges are to incorporate sidewalk access to provide pedestrian continuity, where appropriate.



Minor arterial bridge enhancement



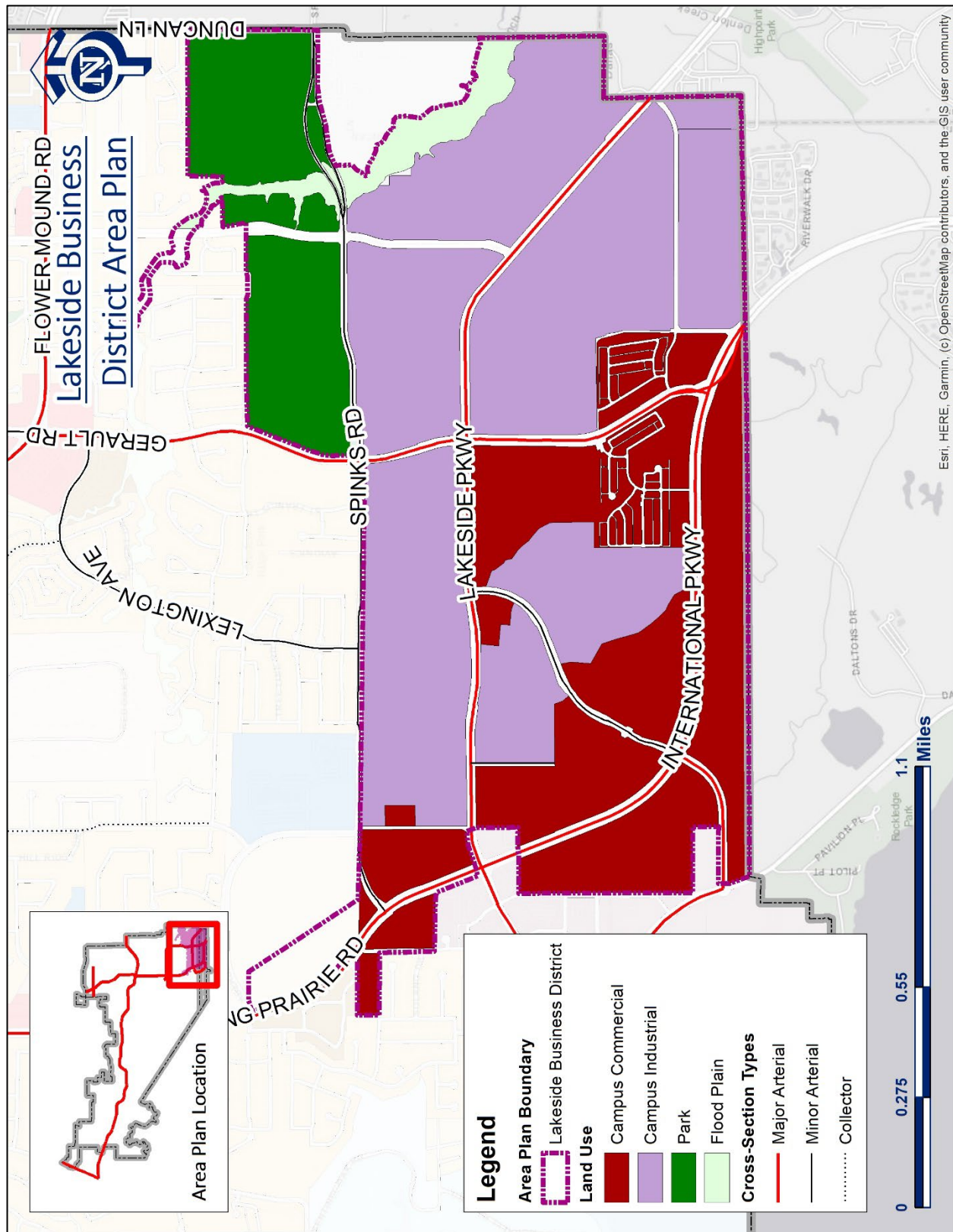
Minor arterial bridge enhancement



Minor arterial bridge enhancement

2.0 AREA PLANS

10. District Map



2.0 AREA PLANS

Denton Creek District

The Denton Creek District is located in western region of Flower Mound 7 miles north of the Perot Field Fort Worth Alliance Airport and near the Texas Motor Speedway. Excellent regional access for future development is provided by Interstate I-35W, US 377, and Cross Timbers Road (FM 1171).

1. Land Use Categories

Campus Commercial-- Large scale uses serving a regional market, and suitable for location easily accessible from an Interstate freeway, such as: corporate offices, office parks, hotels and resorts, retail, entertainment, restaurants and similar uses. These should be developed in large scale planned campus settings.

Campus Industrial-- Large scale developments such as corporate offices, office parks, service/repair, light industry, clean assembly and similar uses, in a planned campus setting. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments.

Commercial/Industrial-- Large scale developments such as corporate offices, office parks, retail, service/repair, light industry, clean assembly and similar uses. In larger commercial/industrial districts, restaurants are encouraged within walking distance of the commercial/industrial buildings.

Office-- Office and services uses ranging from garden office developments for small professional practices to larger, multi-story facilities for large tenants. This category would not typically include retail uses, except for incidental service or convenience retail for the office building tenants. In larger office districts, restaurants are encouraged within walking distance of the office buildings.

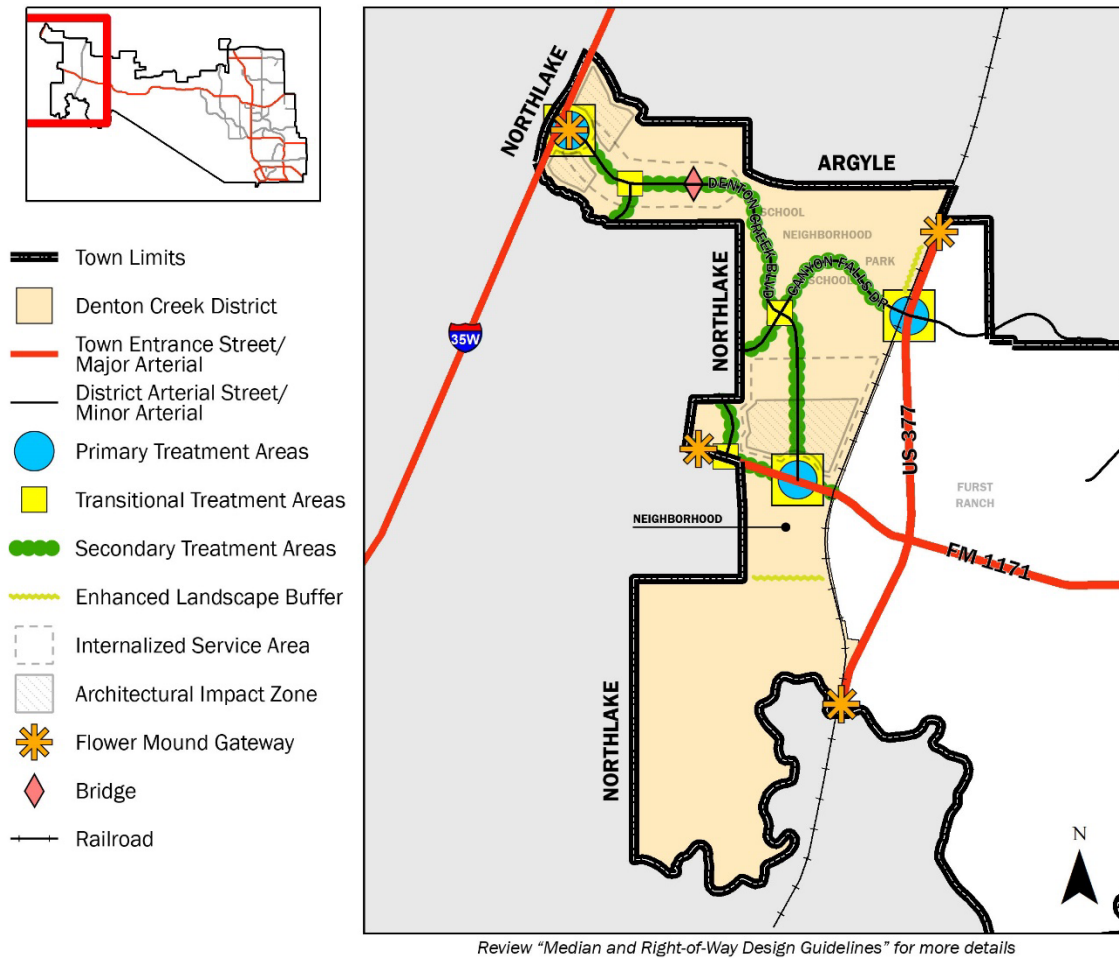
Mixed Density Residential-- Appropriate residential uses could include Medium or High Density Residential.

Medium density residential development typically would be single family detached residential development with minimum 10,000 square foot lots (nominally ¼ acre) or greater.

High density residential development typically would have a maximum of five dwelling units per net acre or less, such as single family detached residential development with 5,000 to 8,000 square foot lots, zero-lot line houses, duplexes, townhouses or garden apartments.

2.0 AREA PLANS

2. District Elements



Definitions

Roadways— There are various roadway types within the Denton Creek District.

Please refer to the "Town of Flower Mound Thoroughfare Plan" for more specific information on roadways in the Denton Creek District.

Town Entrance Street – Applies to the major arterials in the Denton Creek District: Cross Timbers Road (FM 1171) and US 377, and frontage adjacent to I-35W.

District Arterial Street – Applies to the minor arterials in the Denton Creek District: portions of Denton Creek Boulevard, Canyon Falls Drive, and the future minor urban arterial in the district's northwestern quadrant.

Primary Treatment Areas – Applies when Town Entrance Streets (major arterials) intersect with each other.

Please refer to the "Area 1" description in the Town's "Median and Right-of-way Design Guidelines" for more specific information.

2.0 AREA PLANS

Transitional Treatment Areas – Applies when a District Arterial Street (minor arterial) intersects with another District Arterial Street or Town Entrance Street (major arterial). Transitional Treatment Areas are also found around Primary Treatment Areas as they provide secondary landscaping.

Refer to the “Area 2” description in the “Median and Right-of-Way Design Guidelines” for more specific information.

Secondary Treatment Areas – Applies to portions of Town Entrance Streets and District Arterials between primary and transitional treatment areas.

Refer to the “Area 3” description in the “Median and Right-of-Way Design Guidelines” for more specific information.

Enhanced Landscape Buffer – Supplementary to the Town’s Code of Ordinance landscaping standards and is intended to maximize screening.

Internalized Service Areas— Area for intense elements essential to appropriate commercial and industrial uses that should be internal to the development and not visible from major arterials.

Architectural Impact Zone— Designated for highly visible, prominent land at district and Town entrances.

Flower Mound Gateways— Distinctive entry demarcation to the Town of Flower Mound will help distinguish it as a unique community. Flower Mound Gateways are planned at or near the Town limits I-35W, US 377, and Cross Timbers Road (FM 1171).

Please refer to the Town’s “Median and Right-of-way Design Guidelines” for more specific information on gateways and monументation.

Parks and Floodplain – There is a park in the Denton Creek District: Canyon Falls Park.

Please refer to the “Parks and Trails Plan” for more specific information on this park.

Trail System – There are various trail segments planned within the Denton Creek District including the regional Veloweb Trail System.

Please refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on the trail system.

Tree Groves – Tree groves are defined as a group of trees that consist of the same species.

2.0 AREA PLANS

3. Street Lighting

The street lighting standard and fixture on major and minor arterial streets should be selected by the Town as a distinctive lighting element.

4. Architectural Impact Zone

Architectural facades along the Town Entrance Streets will be a significant contributor to the image of the Denton Creek District, and should be designed to an exemplary standard for their use. Parking between the building line and the street should be kept to a minimum to enhance the landscape image of the District.



Example of existing light fixture light fixture

Additionally, the land in this zone of the Denton Creek District is highly visible from traffic on Denton Creek Boulevard as it enters Flower Mound from I-35W and Cross Timbers Road. Because of the prominence of these sites, and its significance to the Town's entry, buildings in this zone as seen from Denton Creek Boulevard should be designed with particular attention to architectural quality and features.

Architectural elements visible from Denton Creek Boulevard

- Tilt-wall buildings are not precluded from this zone.
- Facades and elevations seen from Denton Creek Boulevard should be of significantly higher architectural quality than is generally associated with other nonresidential buildings.
- Mechanical systems in this zone should be 100% screened from view from the Denton Creek Boulevard public right of way.

5. Sidewalks

- Sidewalks are required by the Land Development Regulations, in addition to the Landscape Street Buffer.
- Implementation will be provided at the time of development by the developer.
- Sidewalks should be curvilinear and integrated with the public landscape and the private landscape buffer.

6. Internalized Service Areas

In the areas of the Denton Creek District designated as suitable for Commercial/Industrial, Campus Commercial, or Campus Industrial land uses, service areas such as truck docks, railroad platforms, layout or storage yards, utility components, trash handling, and similar intense elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the major surrounding streets: FM 1171, I-35W, US 377, and proposed urban minor arterials. Such uses should not be visible from these roadways.

- Service areas such as truck docks, layout or storage yards, utility components, trash handling and similar unsightly elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the development areas bounded by Town Entrance Streets and Secondary Treatment Areas.
- Such service uses should not be visible from the Town Entrance Streets and Secondary Treatment Areas.
- Screening should be by planting, landforms, or walls, as described under District Landscape Street Buffers.

2.0 AREA PLANS

7. Parks and Floodplain

There is a significant floodplain along the southwestern, western and northwestern edge of the Denton Creek District. Since the Town of Flower Mound discourages construction in floodplains, and alteration of floodplains, these areas should not be developed. They should be incorporated into the landscape planning for adjoining development. Since they are anticipated to include segments of the Town's multi-purpose trail in the future, site development in the adjoining High Density Residential, Office, Campus Commercial, and Commercial/Industrial areas should be planned for compatible adjacent uses, site features, and avoid exterior storage, utility and similar uses in direct view of the potential trail areas.

8. Trees and Natural Features

Several large areas of trees, drainage courses and other natural features exist within the Denton Creek District. These natural features are representative of the distinctive natural atmosphere of Flower Mound, and can have high amenity value for development. Existing trees fall within the purview of the Town's Tree Preservation Ordinance. Trees and other natural amenities should be incorporated into the planning and landscape design of developments within the Denton Creek District.

2.0 AREA PLANS

9. Town Entrance Street (major arterials)

Town Entrance Landscape applies to all major arterials within the Denton Creek District. Such roadways that pass through the district are appropriate for, and should be compatible with, anticipated non-residential development. However, because these roadways serve all of Flower Mound, Town Entrance Streets should also reflect the rural character and high quality of the entire Town.

The intent is that the public and private landscaping design along these roadways should be integrated, whether separately by the public and private sectors, as a joint public-private effort, or entirely by the private sector.

These landscape guidelines are intentionally more stringent than the landscaping requirements from the Town's Land Development Regulations. Therefore, the resulting design is expected to be different from other districts in Flower Mound.

The Town Entrance Streets (major arterials) include the following roadways:

- Cross Timbers Road (FM 1171)
- Frontage along I-35W
- US 377

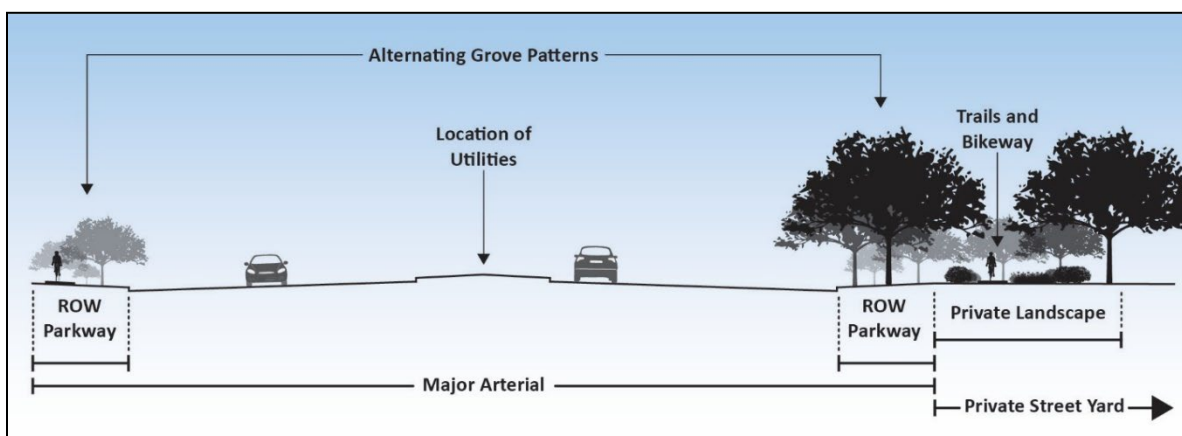
Public landscaping within the right-of-way parkway

This approach is appropriate when utilities are located under the street or the median and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of not less than 100' in length spaced not more than 700' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species from the approved Town of Flower Mound R.O.W. & Median Plant List.
- Tree groves are comprised of a group of trees of the same species from the Town of Flower Mound approved Tree Planting list.
- Planting layout is to be informal, random tree placement.



Informal tree groves example



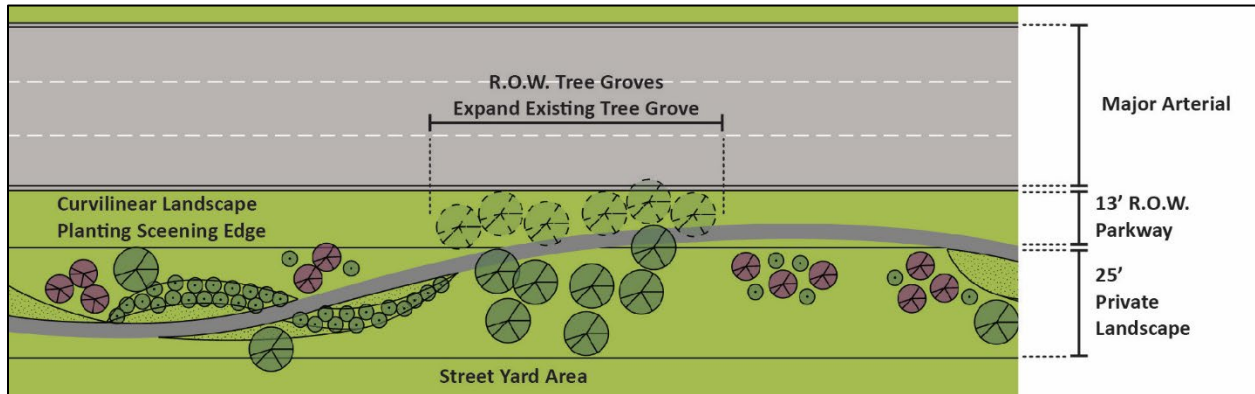
Public Landscaping within the Median

Please refer to the appropriate street type within the "Median and Right-of-Way Design Guidelines" as well as the description of Areas 1, 2, and 3 for more specific details and recommendations about public landscaping within major arterial medians.

2.0 AREA PLANS

Private Street Yard Area Landscape

- A 25' wide Landscape Street Buffer is located from the R.O.W./Property line set back into the private property. This Buffer is within the Building Setback (Street Yard) area described in the Town's Landscaping Standards.
- Plantings should be in a curvilinear planting layout.
- Implementation will be provided at the time of development by the developer.



Parking

- Parking shall be allowed in the front, side, and rear yards of buildings.
- Parking in the front yards of Town Entrance Arterials shall be a maximum double loaded configuration with a single travel lane.
- Per the Town's ordinances, parking spaces must be screened from view and incorporate parking area trees.



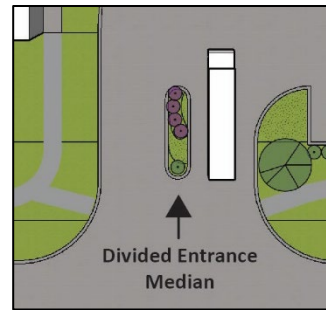
2.0 AREA PLANS

Vehicular Access from Major Arterials

- Divided entries shall have a 6' minimum wide highly landscaped median to improve traffic safety.
- Such entries should not be located within the R.O.W. parkway.
- Landscaping should only include low-growing plants, groundcovers, and/or hardscaping, and should not interfere with vehicle and pedestrian safety.
- Signage, if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.
- Provide opportunities for shared access between adjacent developments to aid in traffic management and reduce the number of curb cuts along roadways.



Divided entrance median example



Median illustration

Bridges

- Vehicular bridges should have a special architectural treatment and enhancement beyond standard conditions.
- The treatments should include railing and abutment designs that increase their civic character and relationship to the Town.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- The future Bridge at Interstate 35W is a reflection of Flower Mound for all regional traffic, and should be of exemplary architectural quality as seen both from the freeway and on the bridge itself.
- Bridges on arterials are to incorporate sidewalk access to provide pedestrian continuity, as appropriate.



Enhanced freeway and overpass bridge treatment example



Enhanced treatment example

2.0 AREA PLANS

10. District Arterial Street (minor arterials)

District Arterial Streets include all minor arterials serving the Denton Creek District. Their landscape and urban design treatment should reflect the high quality non-residential developments anticipated in the district, but should also reflect the rural character and quality of the overall Town and respect residential adjacencies.

The intent is that the public and private landscaping design along these roadways be integrated, whether separately by the public and private sectors, as a joint public-private effort, or entirely be the private sector.

The following guidelines are intentionally more stringent than the landscaping requirements of the Land Development Regulations. The resulting design is expected to be different from other districts in Flower Mound.

The District Arterial Streets include the following roadways (minor arterials):

- Canyon Falls Drive
- Denton Creek Boulevard
- Future urban minor arterial in the district's northwestern quadrant

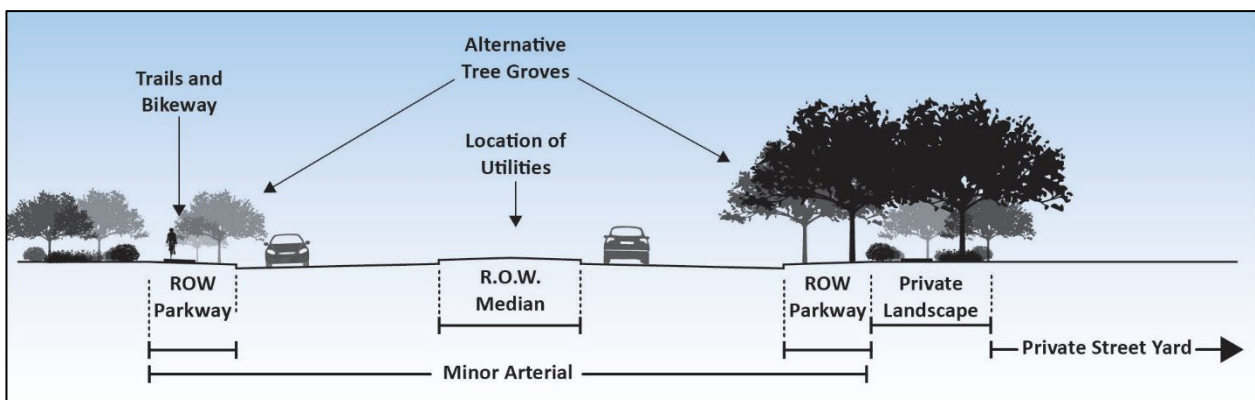
Public Landscape within the right of way parkway

This approach is appropriate when utilities are located under the street or the median and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of 80' in length spaced 480' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- A curvilinear sidewalk with large tangent curves with no less than 400' tangent intersection points, within the public right-of-way.
- Planting layout is to be informal, random tree placement.
- Placement of driveway curb cuts should be in accordance with the Town's Engineering Standards. When there are conflicts between driveway locations and the landscape guidelines, the planting should be adjusted, but follow the intent of the guidelines as closely as possible.



Example of informal public district arterial landscape in the right-of-way

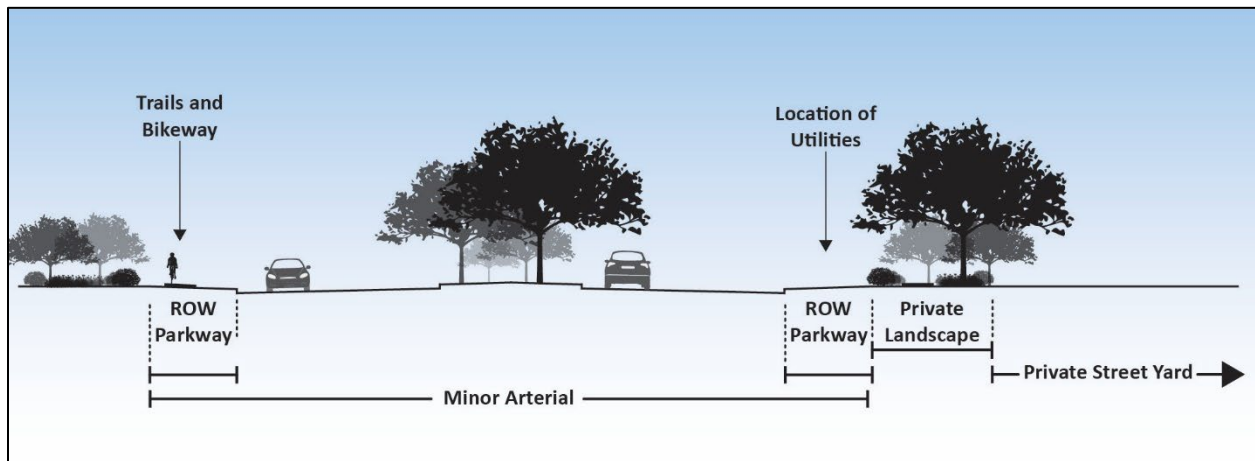


2.0 AREA PLANS

Public Landscape within the median

This approach is appropriate when utilities are located under the parkway, and infringe upon the ability to provide the landscape within the parkway.

- Tree Groves of 80' in length spaced 480' apart.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- Planting layout is to be informal, random tree placement.
- A curvilinear sidewalk with large tangent curves with no less than 400' tangent intersection points, within the public right-of-way.



Private Street Yard Area Landscape

- Landscape Street Buffer planting located adjacent to the ROW/Property line back into private property to a width of 15'.
- Planting layouts should be informal with a curvilinear planting edge.
- Improvements include landscaping and/or earthen berms, to a height of three feet maximum to screen surface parking in accordance with the Town's Land Development Regulations.
- Implementation will be provided at the time of development by private developer.

Parking

- Parking shall be allowed in the front, side, and rear yards of buildings.
- Parking in the front yards shall be a maximum double loaded configuration with a single travel lane.
- Per the Town's ordinances, parking spaces must be screened from view and incorporate parking area trees.
- Shade Trees are required in accordance with the Land Development Regulations.



Landscape screening of parking example

2.0 AREA PLANS

Vehicular Entrances from Minor Arterials

- Divided Entries shall have a 6' minimum wide highly landscaped median to improve traffic safety.
- Sight distances and visibility at driveway intersections must be in accordance with the Land Development Regulations.
- Planting layout to be informal and utilize small flowering trees and shrubs.
- Provide opportunities for shared access to aid in traffic management.
- Signage, if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.



Signage in the divided median example

Bridges

- Vehicular bridges for District Arterials should have a special treatment design and materials enhancement beyond standard bridge construction.
- The treatments should include railing and abutment designs that increase their civic character and reflection of the Town's community character.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- Bridges are to incorporate sidewalk access to provide pedestrian continuity, where appropriate.



Minor arterial bridge enhancement



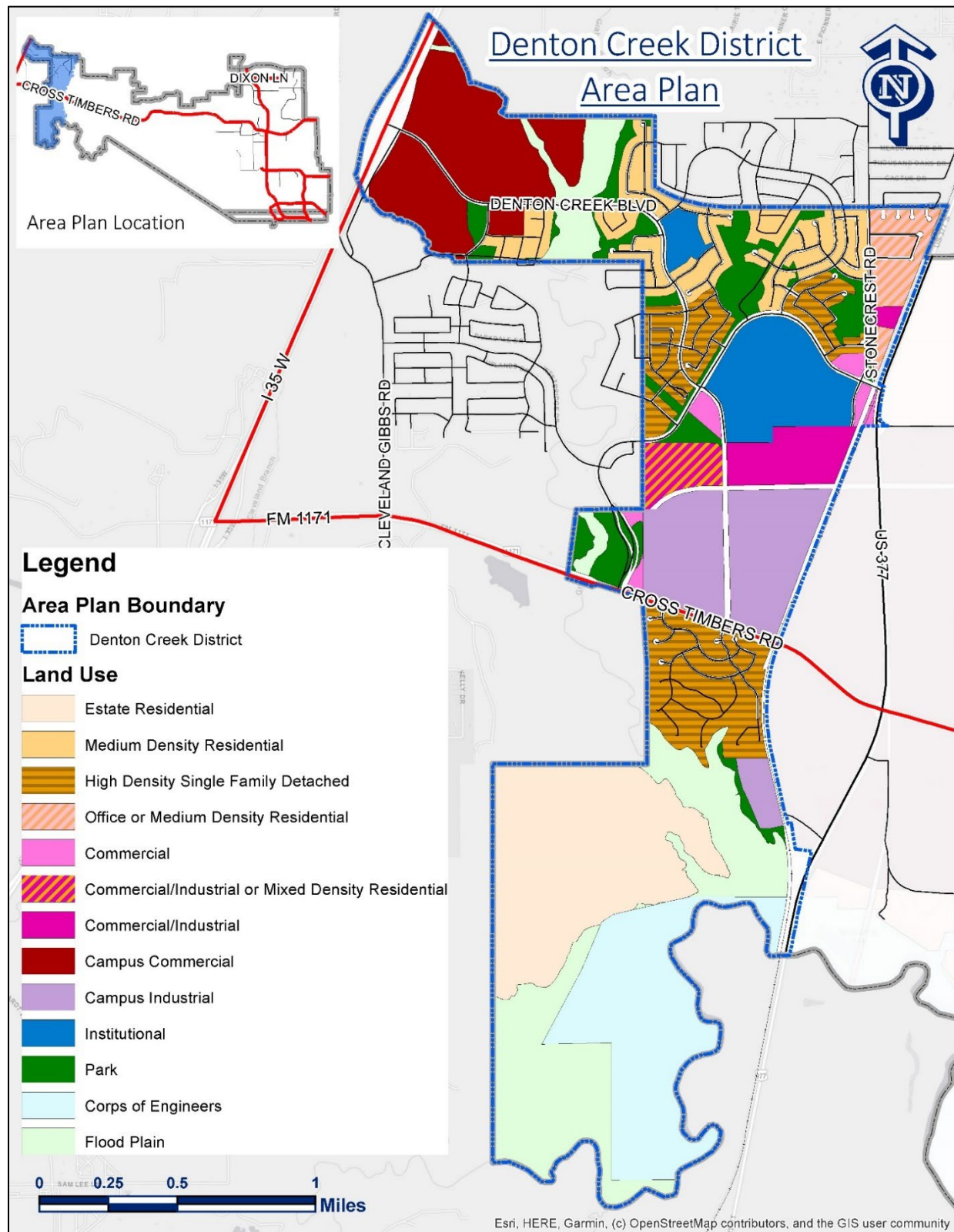
Minor arterial bridge enhancement



Minor arterial bridge enhancement

2.0 AREA PLANS

11. District Map





URBAN DESIGN PLAN

Component of the Master Plan



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Introduction

The Town of Flower Mound “Urban Design Plan” (UDP) provides design guidance for non-residential and mixed use architectural standards. The intent of the UDP is to reinforce the Master Plan vision statement, provide a linkage between the built and natural environment, and acknowledge and sustain the unique nature of the Town’s corporate-commercial, suburban, and rural lifestyles.

The UDP was developed as part of the “Area Plans” component of the Town of Flower Mound Master Plan (Ord. 24-01). Through community involvement, focus groups provided direction for the UDP and specific area plan standards, including review of architectural and landscape design. The UDP discusses architectural elements in detail and provides photographic examples and descriptive illustrations.

In 2009, the firm of Teague Nall and Perkins worked with the Town to update the Town’s landscape elements for roadways. A new document, “Median and Rights-of-Way Design Guidelines,” was adopted in 2010 (Ord. 09-10) to work in conjunction with the UDP and “Area Plans” Master Plan components.

In 2022 and 2023, the Town moved elements specific to the Cross Timbers Conservation Development District (Ord. 53-22), and Denton Creek District and Lakeside Business District (Ord. ##-23) to the “Area Plans component” of the Master Plan. In doing so, all elements for each district are contained in one component of the Master Plan.

Part I: Non-Residential Architectural Standards

These standards are intended for traditional non-residential areas of Town, including the Denton Creek District, Lakeside Business District, and Long Prairie District. Buildings are encouraged to meet the spirit of the Town’s vision statement contained in the “Land Use Plan” and described above.

Part II: Mixed Use Architectural Standards

These standards are intended only for the Mixed Use (MU) land use category, which includes a variety of uses within pedestrian-oriented, vertical, and horizontal mixed use environments. When complying with development standards from the Town’s Code of Ordinances and other relevant ordinances, as adopted by Town Council, the spirit and intent of this section should be met.

Part I: Non-Residential Architectural Standards

The following standards for non-residential architecture throughout Flower Mound are intended to reflect the Town's Master Plan goal of creating developments of "enduring and exemplary quality and design." Their purpose is to encourage building and site design of meritorious quality throughout the Town and prohibit franchise architecture.

1. Design Review

- 1.1 Determination of a proposed building design's compliance with these standards will be made by the Town's staff and/or Planning and Zoning Commission and Town Council in the case of a meritorious design exception.
- 1.2 In considering conformance to these standards, the Town will evaluate the suitability of meritorious design that might not comply exactly with these standards, but that is of exceptional enough design quality that it would be a desirable addition to the Town.
- 1.3 In considering conformance to these standards, the Town will evaluate the suitability of buildings certified as Leadership in Energy and Environmental Design (LEED) Gold or better that might not comply exactly with these standards, but that are of exceptional enough design quality that they would be a desirable addition to the Town.

2. Façade Articulation of Low-rise Buildings

2.1 Each building elevation of 80 linear feet or less may be a single plane.

COMPLIANT EXAMPLES

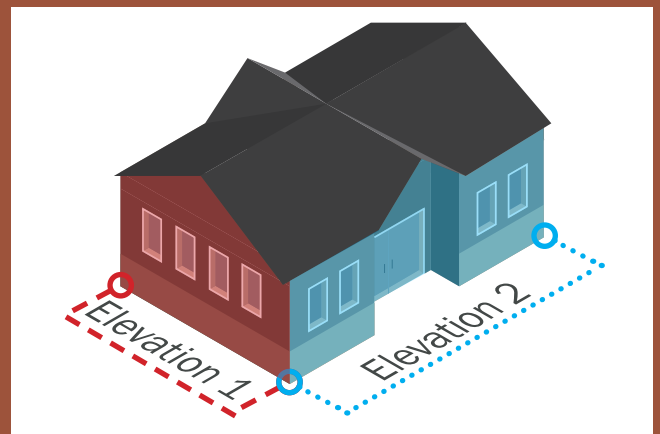


What is a “Low-Rise Building”?

A building is considered to be “low-rise” when it only has one or two stories.

What is an “Elevation”?

A building’s elevation is defined as the entire length of a building from one exterior corner to another.

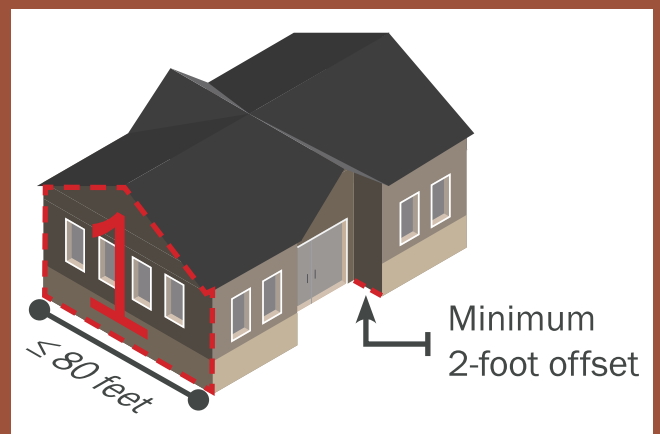


What is a “Plane”?

A plane is a two-dimensional surface defined by a width and length.

This illustration highlights a single vertical plane that has an elevation with less than 80 linear feet.*

**Vertical planes include walls.*



- 2.2 Each building elevation greater than 80 linear feet up to a maximum of 250 linear feet, should have a minimum of two planes, offset by a minimum of two feet.

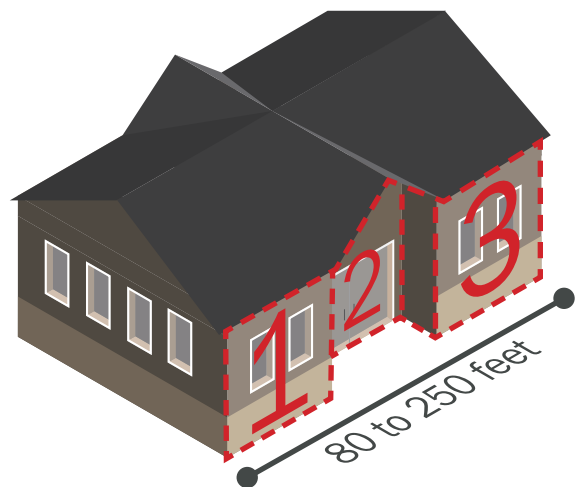
COMPLIANT EXAMPLES



“Minimum of 2 Planes?”

This illustration highlights a building elevation with a linear length between 80 and 250 feet, and includes a minimum of two vertical planes.

Note: Though two planes are the minimum, a third is shown to be compatible with section “11. Building Entry Points”.



- 2.3 Each building elevation greater than 250 linear feet should have a minimum of three planes, each offset by a minimum of two feet.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



3. Façade Articulation of Buildings with Three or More Stories

- 3.1 Each building elevation should have a minimum of two offsets in vertical and horizontal planes, with each plane being offset by a minimum of two feet.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



“Vertical & Horizontal Planes”?

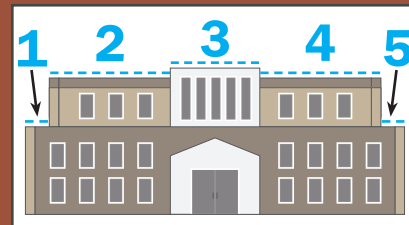
Horizontal planes include ceilings and floors, unlike vertical planes, which include walls.

The illustrations to the right are of a building with more than two stories. The building has at least two vertical planes (shown in red) and two horizontal planes (shown in blue) for each elevation.

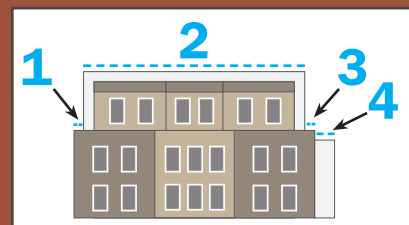
3D View



Front Elevation



Side Elevation



4. Façade Materials

4.1 Low-rise non-residential buildings (one to two stories)

Door and Window Openings: On each elevation, the percentage of door and window openings should not exceed 50%; however,

Elevations not visible from streets may include up to 75% door and window openings when adjacent to open space and/or amenity areas.

Building Materials: Excluding window and door openings, building materials should be at least 80% masonry and up to 20% alternative material(s) - *definitions on next page.*



4.2 Non-residential buildings of three stories or greater

Door and Window Openings: On each elevation, the percentage of door and window openings should not exceed 60%; however,

Elevations above the second floor may include up to 70% window and door openings when not abutting residences.

Building Materials: Excluding window and door openings, building materials should be at least 80% masonry and up to 20% alternative material(s) - *definitions of next page.*



4.3 Stucco: Excluding window and door openings, the maximum percentage of stucco desired on any elevation is 80%. If the entire 80% masonry requirement on an elevation consists of stucco, then the remaining 20% on the same elevation should be hand-laid brick and/or stone.



4.4 Parking garages

Unified Design: Parking garages should share a unified design with the primary building(s) it serves.

Windows, Doors, and Openings: On each garage elevation, the percentage of doors, windows, and openings should not exceed 60%.

Building Materials: Excluding windows, doors, and openings, each elevation should include at least 80% masonry and incorporate details and patterns that provide interest to precast concrete/tilt-wall components. The remaining materials (up to 20%) should be either hand laid brick and/or stone.

Stairwells: Stairwells serving the parking garage should be interior to the structure.

Landscaping: If an elevation is abutting residential, or is visible from a street or public space, landscaping may be appropriate to provide screening using evergreen and native vegetation at various heights.

Lighting and Screening: All lighting must comply with the Town's Code of Ordinances. Car headlights should be screened from adjacent properties and roadways.

Garage Gates: When not used as retail or public parking, security gates may be appropriate.

COMPLIANT EXAMPLE



NON-COMPLIANT EXAMPLE



What are Masonry & Alternative Materials?

Masonry: includes the use of stone, brick, stucco, finished tilt-wall concrete, or a combination of these materials.

Alternative Materials: includes concrete block, wood, metal, EIFS, other sustainable materials, and/or building materials approved by International Code Council, Inc.

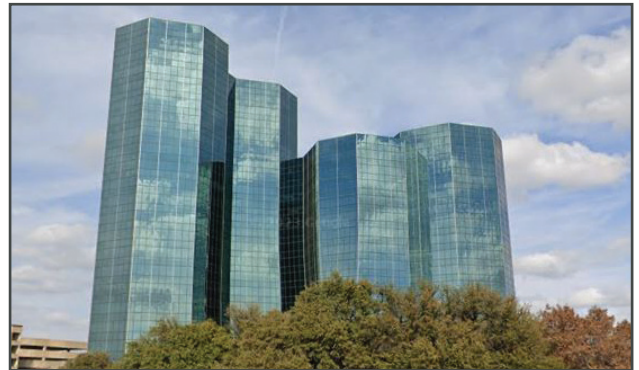
- 4.5 Outward facing mirrored glass should not be used. The use of low-emissivity (low-e) glass is encouraged.

Note: example photos do not comply with percentage of materials and are only used to show difference between buildings with non-mirrored and mirrored glass.

COMPLIANT EXAMPLES



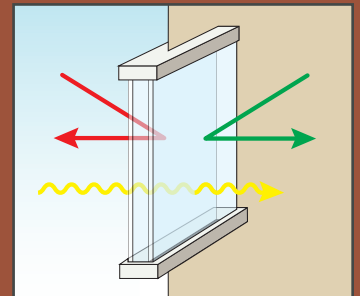
NON-COMPLIANT EXAMPLES



What is “Low-Emissivity Glass”?

Low-emissivity (low-e) glass allows for most visible light waves to travel through the glass, meaning less reflection, while blocking most radiant heat and UV light rays from entering or leaving the building.

Because of this, low-e glass can help lower heating and cooling costs by retaining heat in the winter and keeping heat out in the summer.



Reflective vs. Mirrored Glass

Though glass is naturally reflective, mirrored glass intentionally reflects visible light back into the environment, sometimes affecting pedestrians, cars, and other buildings.

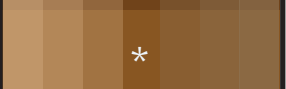
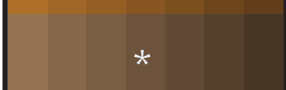
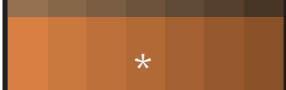
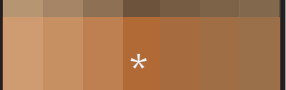
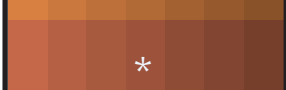
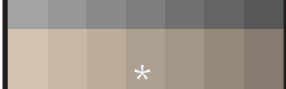
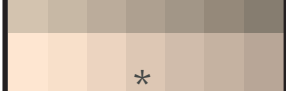
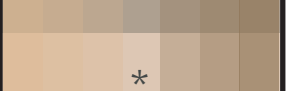
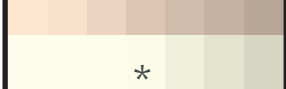
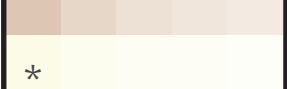
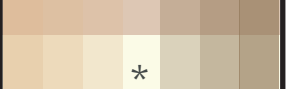
5. Façade Colors

- 5.1 Excluding window and door openings, natural and **earth** tone colors should comprise at least 80% of each elevation. The range of tones, as provided below, include, but are not limited to: brown, umber, beige, taupe, sepia, gray, white, off-white and slight variations. Rust, ochre, and olive are also acceptable tones; however, they are more appropriate as accent colors.
- 5.2 Brick and stone, in their natural states, may also include color variations associated with reds and tans.

5.1. Color Matrix

The following matrix is intended to be used as a guide and may not illustrate the only colors and undertones acceptable to the Town's Master Plan vision of natural and earth tones.

Please note, colors may appear different due to monitor/screen and printer settings.

	Slight Variations	White	Gray	Tan
SEPIA *				
BROWN *				
UMBER *				
OCHRE *				
RUST *				
OLIVE *				
GRAY *				
TAUPE *				
BEIGE *				
OFF-WHITE *				

The next three pages include examples of compliant and non-compliant façade and accent colors. Beside each compliant photo is a color scheme showing how different earth tone variations can complement each other.

- 5.1.1 Accent colors may comprise the remaining 20% of each building elevation and should relate to the primary tones.

COMPLIANT EXAMPLES



COMPLIANT EXAMPLES, CONTINUED

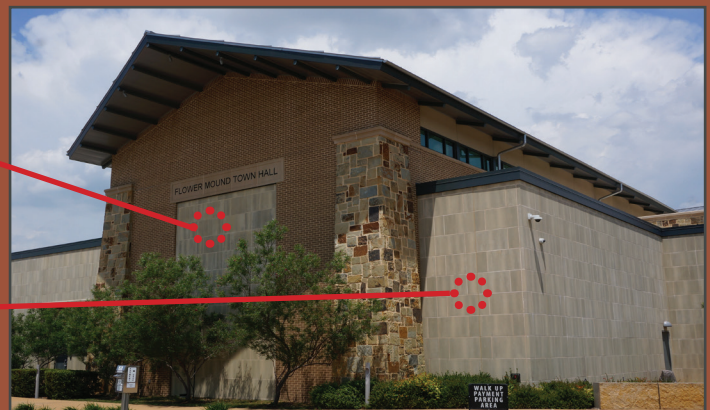
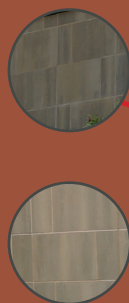


NON-COMPLIANT EXAMPLES



Color & Light

Colors may look different due to shadows, and light from the sun or street lamps. The sun can also affect a color's tone over a long period of time. Because of this, color can appear different to many people for various reasons.



- 5.1.2 In a limited amount that does not unreasonably impact the façade colors, contrasting colors may be appropriate for special elements, including: canopies and awnings, patio umbrellas, planter boxes/pots, pavement, bike racks, trellis/lattice, green walls, and signage.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



What are “Special Elements”?

Some special elements may have contrasting colors. Generally, these types of elements are easily replaceable and should not impact the overall appearance of the primary building.

Images to the right were created by the Town using NightCafe, an artificial intelligence image creator.



6. Unified Design Theme

- 6.1 A grouping of buildings (3 or more) should have a unified design theme for all buildings within the development. This design theme may be unique to the development, but should maintain a standard of high-quality construction and respect the contextual setting of other developments, nature, and history within its district.
- 6.2 Accessory buildings and parking structures must incorporate the design theme of the primary buildings within the development.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



7. Franchise Architecture

- 7.1 To ensure the character and quality of retail and commercial buildings or structures contribute to desired community character objectives, franchise architecture is discouraged.

The term “franchise architecture” means the design and construction of buildings for which the tenants and/or uses are readily recognizable solely by the buildings’ architectural elevations, colors, materials, other architectural elements, and/or the arrangement thereof.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



8. Building Orientation

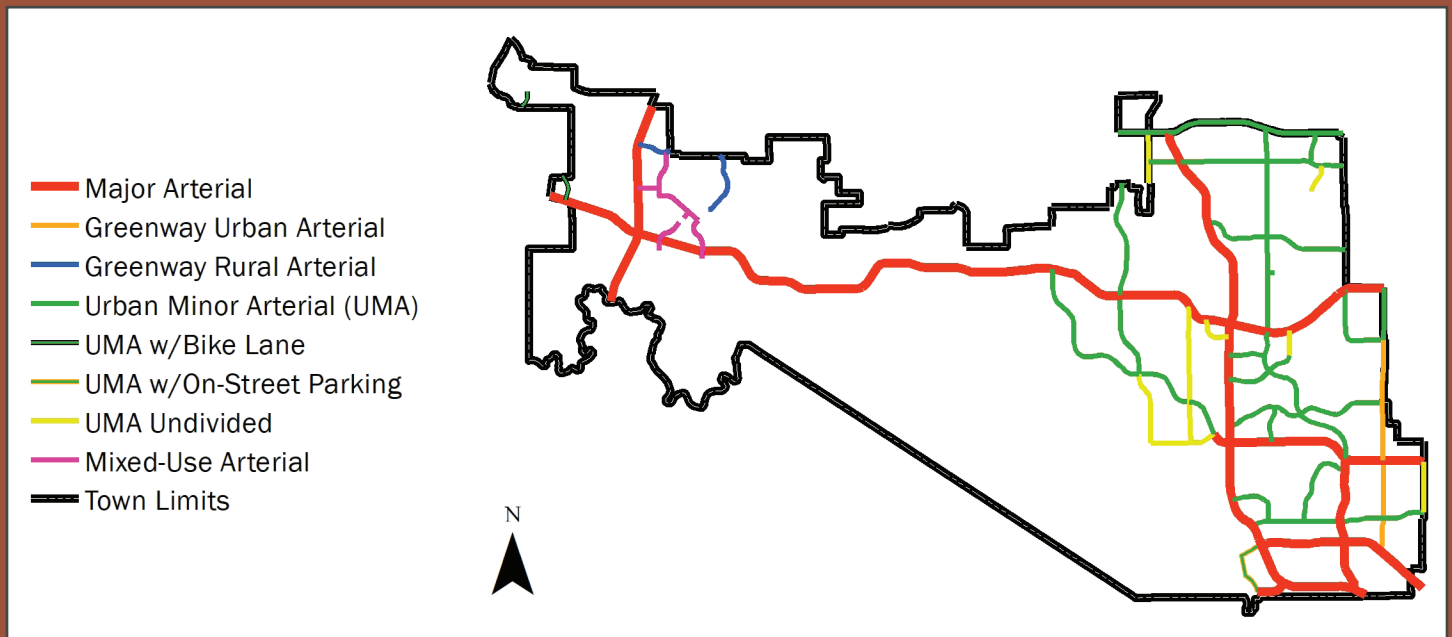
- 8.1 Highly visible locations from major and minor arterials should have architectural prominence, with particular attention being paid to architectural quality on the façades, rooflines, and elevations visible from these thoroughfares.

COMPLIANT EXAMPLES



What is Considered “Highly Visible”?

Buildings are generally considered highly visible when adjacent to a major or minor roadway. The map below shows such roadways, as identified from the Town’s current Thoroughfare Plan.



- 8.2 Buildings near natural features and view sheds should respond to them in a manner that respects and preserves the feature in such a way that the environment can be a marketable element of the development.

COMPLIANT EXAMPLES

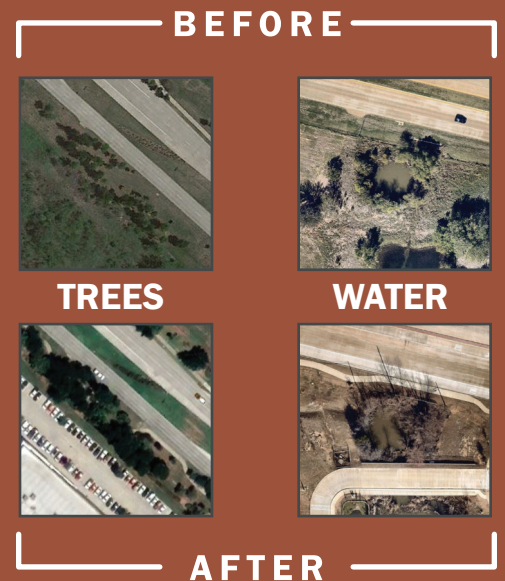


Preserving “Natural Features & View Sheds”?

Natural features can include groupings of trees, significant topography (slopes greater than 5%), and bodies of water.

The view shed generally includes land adjacent to roads or visible from an area with high pedestrian traffic.

Top photos show trees and a natural water feature before development. The bottom photos show how these features were preserved following development.



9. Massing and Form

- 9.1 Building massing (elevations & building footprint configurations) should vary to avoid monotony and linear forms. *Monotonous, flat, linear retail development is not desirable.*
- 9.2 Building form (articulation, scale and proportion) should be contextual. Buildings should be in harmonious relationship to each other to promote an atmosphere of consistency in form rather than style relationships only.

COMPLIANT EXAMPLES



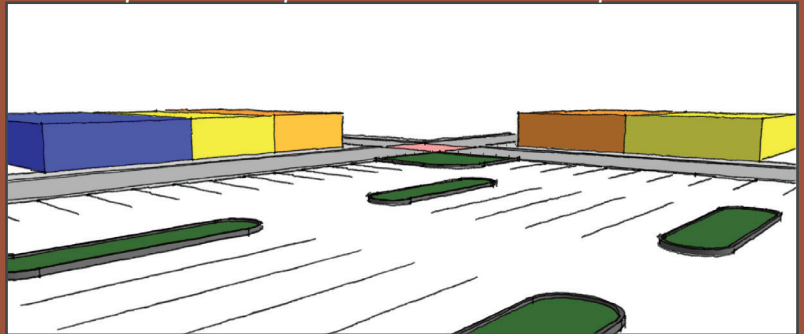
How to Vary Massing & Form?

Massing and form uses identifiable shapes (circles, squares, triangles) to create visual architectural interest.

Massing uses additive and subtractive methods by “adding” or “subtracting” shapes from a building to create new shapes and forms.

As described by 9.3, variations in building footprint configurations can provide space for desirable pedestrian spaces.

Non-compliant Example - linear retail development



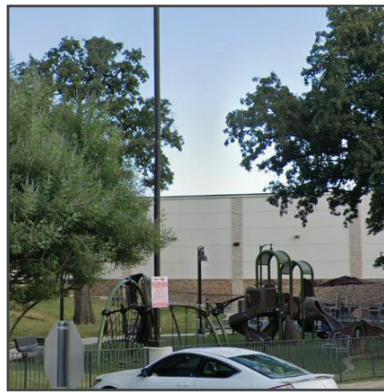
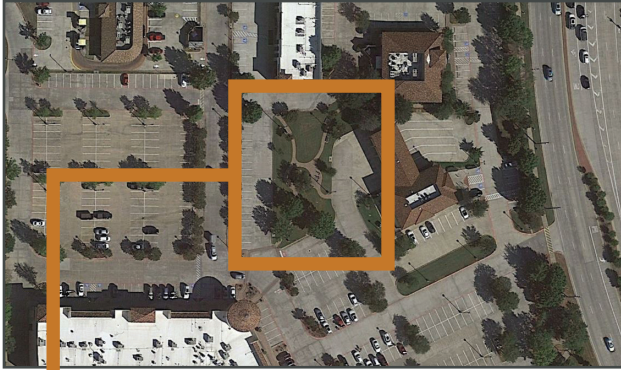
Compliant Example - with elements of pedestrian scale



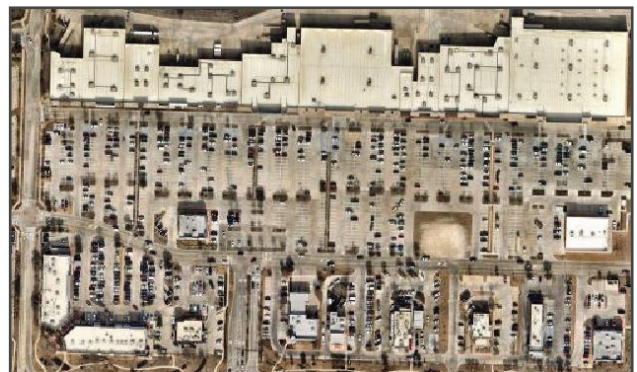
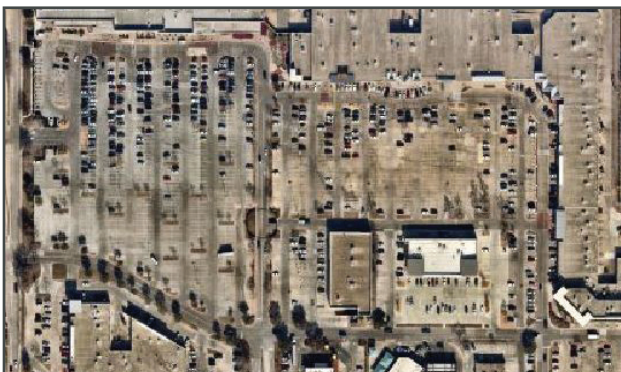
For illustrative purposes only

- 9.3 Building footprint configurations should be sited in order to create definable pedestrian spaces: courtyards, pocket areas, larger sidewalks, variations of outdoor space, etc., which are all desirable design attributes that should be taken into consideration in the overall site design plan.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



10. Pedestrian Scale

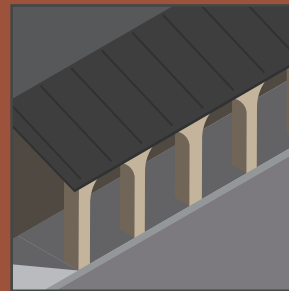
- 10.1 A pedestrian scale is desired near entry points of buildings to relate to the users. This scale can be achieved through the use of arcades, porte-cocheres, loggias, and entry gardens, which help buildings transition to a pedestrian scale environment.

COMPLIANT EXAMPLES

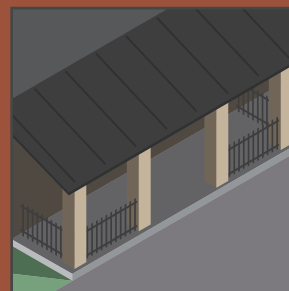


“Pedestrian Scale”?

A building’s pedestrian scale includes architectural elements, specifically towards the front of the building, that promote an inviting and positive reaction from its visitors.



An arcade or a columnnade can be used to shade and create a more inviting passage for visitors.



Verandas can be used to create partially enclosed spaces for patios or to enhance an entrance.



A loggia is an outdoor area on an upper floor shaded by an arcade or columnnade.

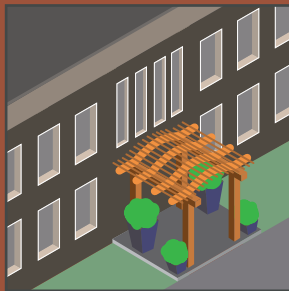
11. Building Entry Points

- 11.1 Buildings should have a recognizable main entry, which should directly relate to the primary street address of that building.

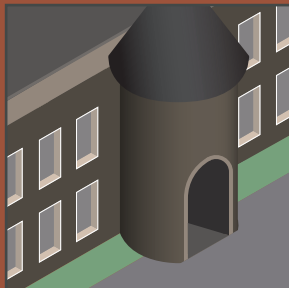
“Recognizable Main Entry”?

A recognizable main entry is related to the pedestrian scale. Certain architectural features can help make an entry point stand out.

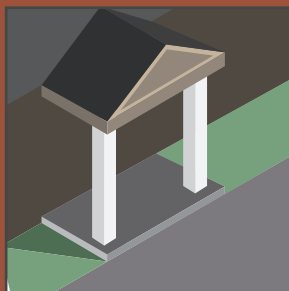
A pergola or arbor with a variety of landscaping can create a welcoming front entrance.



A pavilion or turret can be used to create a taller front entry point that stands out.



A portico can be used to highlight the entrance to a building.



COMPLIANT EXAMPLES



- 11.2 Entry points should have an identifiable design presence through a change of materials, variation of wall planes, and roof features; and
- 11.3 Have site design features such as special paving, landscaping, pedestrian lights, pedestrian benches, earth forms, water fountains/displays, and other furnishings.

COMPLIANT EXAMPLES

Example of building with multiple entrances - each entrance is bracketed in red.



Examples of standalone buildings with special entrance features



NON-COMPLIANT EXAMPLE



12. Natural Landmarks

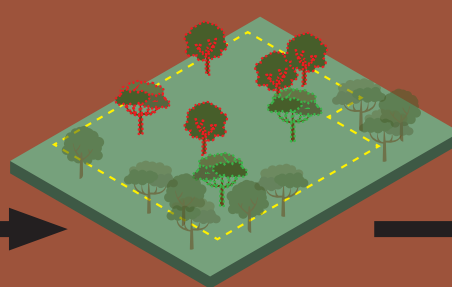
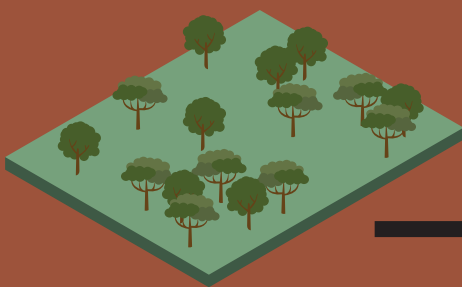
Protecting natural landmarks will help unify the overall character of the Town through preserving remnants of the area's country atmosphere and natural environment.

12.1 Developments should enhance existing natural landmark elements by providing the following: public access and/or views, parking, and connections to pedestrian walkways and/or trail system.

12.2 Natural landmarks should include the following: Flower Mound's Mound, specimen trees, significant earth forms, and other historic or cultural elements.



"Protecting the Natural Landmarks" by Design



Trees on an undeveloped property listed for retail and commercial businesses.

Developable area with specimen trees to be protected and other trees to be removed.

Completed building with parking area and additional trees per the Town's Codes.

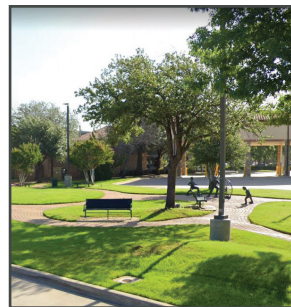
13. Open Space and Amenity Areas

13.1 Open space and amenity areas, as recommended by the Master Plan, required by the Town's Code of Ordinances, or as proposed with a Planned Development District, should be integral to the development and could include:

13.1.1 Plazas, parks, linear greens, environmental preserves, and/or a public square that serves as a prominent visual enhancement for the development, provides amenities for employees and shoppers, and adds value to nearby buildings;

13.1.2 Enhanced native landscape plantings, public art features, and/or water elements connected to the development by sidewalks; and

COMPLIANT EXAMPLES



- 13.1.3 Preserved wooded areas, view sheds, bodies of water, topography, and stream corridors in a natural and contiguous state.

COMPLIANT EXAMPLES



14. Roofs and Parapets

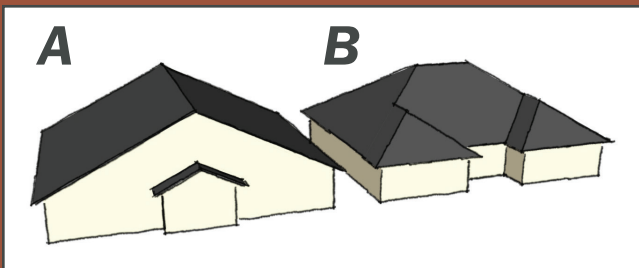
14.1 Roofs of non-residential buildings 15,000 square feet or less should reflect hip and/or gable style roofs with a slope between 6/12 and 9/12, with the goal being to replicate characteristics similar to residential homes within the Town.

14.2 High, steeply-pitched, and/or expansive roof pitches/slopes should be avoided.

COMPLIANT EXAMPLES



Roof Types and Slopes



(A) Gable roofs generally have a flat end that is merged with the building.

(B) Hipped roofs generally come to a point.

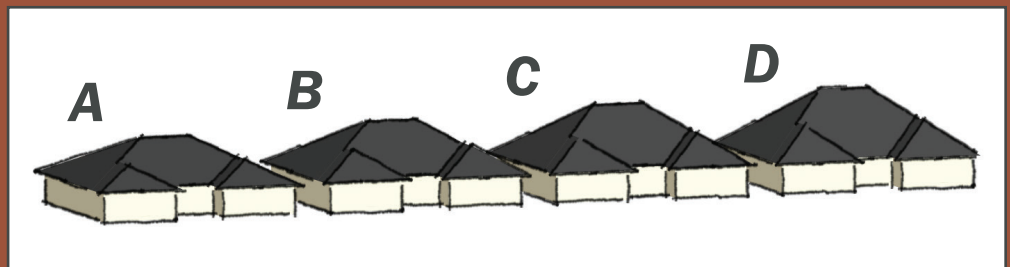
Additionally, it is possible, and encouraged, for a building to have a mixture of roof types.

(A) 6/12 roof slope

(B) 7/12 roof slope

(C) 8/12 roof slope

(D) 9/12 roof slope



- 14.3 Buildings of one or two stories over 15,000 square feet may have a flat or low-slope roof, but should use a parapet wall or mansard roof along the building perimeter so the flat or low-slope roofs, and any roof-top-mounted mechanical equipment, is not visible from the public right-of-way or neighboring residential subdivisions.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



15. Large Tenant Retail and Warehouse/Industrial Development

15.1 The development of large tenant retail (aka “big box”), as defined by the Town’s Land Development Regulations, and warehouse/industrial developments should incorporate the following architectural standards:

- 15.1.1 Generally, buildings should avoid long, monotonous, uninterrupted walls or roof planes.
- 15.1.2 The location of building wall offsets, including projections and recesses, should be in context with the length of the building, add architectural interest and variety, and relieve the visual effect of a single, long wall.
- 15.1.3 Roofline offsets should be provided to add architectural interest and variety to the massing of the building (see “9. Massing and Form”) and to break the roof into smaller scale components.
- 15.1.4 Concentrating articulation for large tenant retail and large scale warehouse/industrial buildings at entry points and the corners of the building may be acceptable if other architectural details/accents and enhanced landscaping are used to mitigate the expansiveness of the wall.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



- 15.1.5 Tilt-wall concrete used to meet the minimum masonry requirement of 80% on any elevation should include details and patterns that provide interest. Such detail can be accomplished by patterned scoring, casting, texturing, or other finishing treatment.

COMPLIANT EXAMPLES



NON-COMPLIANT EXAMPLES



16. Redevelopment

- 16.1 Buildings/sites planned for redevelopment are subject to the Part 1 architectural standards of the “Urban Design Plan.” In each case, amendments to a building’s elevations and/or site plan should meet each requirement or be in substantial conformance thereto.
- 16.2 If complete conformance to the Part 1 standards cannot be practically achieved, substantial conformance can be demonstrated by illustrating that the proposed changes to the elevations and/or site plan have moved the building/site closer to conformance with the standards and increased the building’s enduring quality and design as applicable within the Town’s Master Plan and Code of Ordinances.

BEFORE REDEVELOPMENT

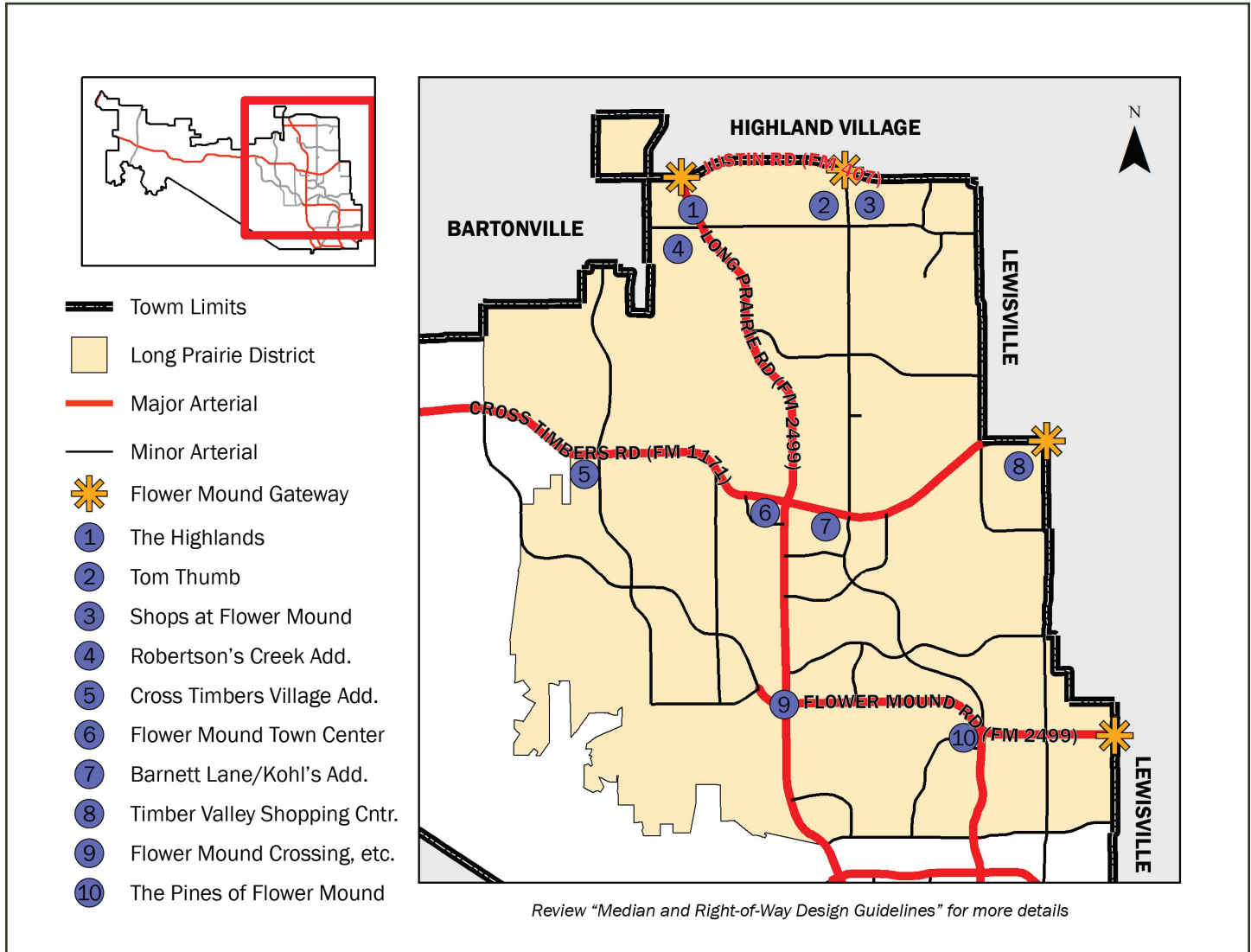


AFTER REDEVELOPMENT



16.1. Long Prairie District

The Long Prairie District is located in the northern and eastern most areas of Flower Mound. This district is primarily developed with suburban residential, retail, and commercial land uses, which include many of the Town's service/retail centers and employment opportunities. Additionally, four Texas farm-to-market roadways--Cross Timbers Road (FM 1171), Flower Mound Road (FM 3040), Justin Road (FM 407), and Long Prairie Road (FM 2499)--provide the majority of access into and through this district.



Many of the large service and retail centers (*identified in the map above*) were developed before retail included a large e-commerce market. Because of this, future consideration of redevelopment goals or guidelines and high-quality infill development standards could provide the Town, property owners, and business owners with support as markets and prospective tenant needs continue to change.

16.1.1 Redevelopment Goals

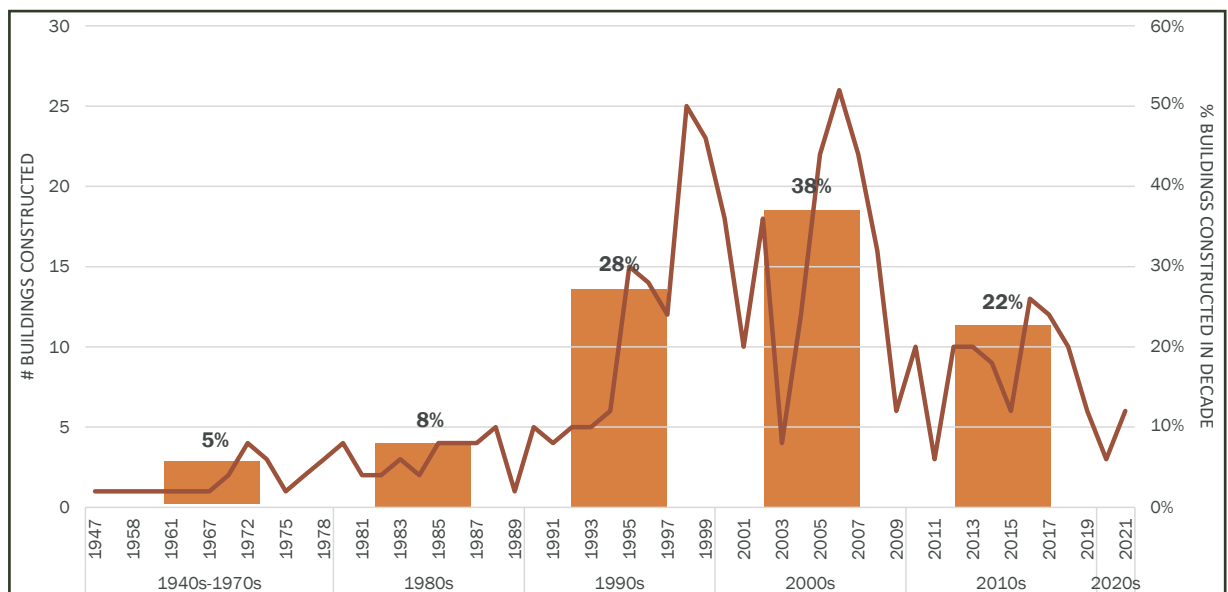
Including the guidelines of “16. Redevelopment”, any future redevelopment of large retail centers should include:

- Design strategies to strengthen the viability of existing activity centers and associated amenity areas.
- Improvements to the physical environment, including bringing landscaping up to current standards and utilizing native plantings.
- Safety and walkability enhancements throughout the development and connections to nearby populations.

16.1.2 Large Tenant or “Big-Box” Retail

Many big-box retail sites were developed in the 1990s and early 2000s. As these centers age, the Town should anticipate receiving redevelopment applications at the 30-40 year mark.

Retail centers with grocery stores as the anchor tenant should continue to perform well and be a preferred development product¹. In the absence of a grocer, and as experienced nationally and locally, the growing number of big-box vacancies are being leased by new tenants: health care services, gyms, shooting ranges, religious institutions, school administrative offices, and other office uses. Though these large tenants may not require site modifications, big-box locations may be divided for other prospective tenants needing less space.



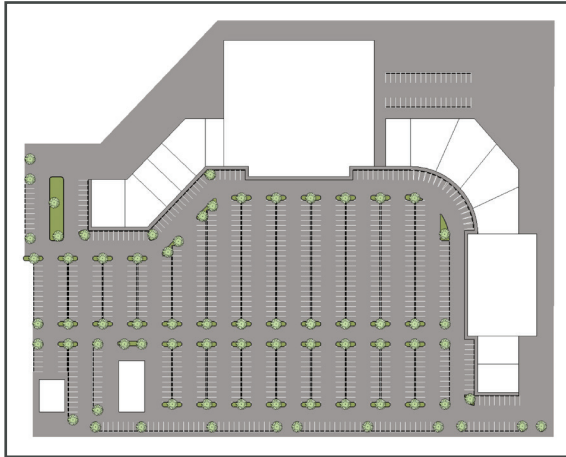
1

<https://www.wealthmanagement.com/retail/grocery-anchored-shopping-centers-remain-safest-retail-bet>

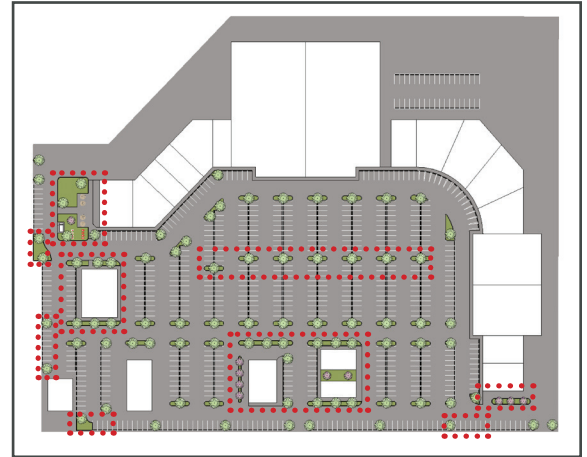
When this occurs, it is important each entry still comply with “10. Pedestrian Scale” on page 24, “11. Building Entry Points” on page 25, and maintain the development’s overall unified design theme.

Additional site modifications could also include, but are not limited to: parking reductions, new or modified tenant space(s), updated landscaping, reduced curb cuts, and amenity area enhancements (as illustrated below).

EXISTING



REDEVELOPED



16.1.3 Infill Sites

Generally, an undeveloped property less than 20 acres becomes an infill site due to development constraints related to lot area or shape, location, abutting developments, easements, or other designations.

When these challenges arise, applicants are likely to request exceptions or modifications requiring Town consideration and action. These requests are generally made because the site would otherwise not be economically viable.

When an infill site requires an exception or modification, the site and building design should be consistent with abutting developments (such as rooflines, materials, and scale), have exceptional architectural interest, and creative open spaces.



Part II: Mixed Use Architectural Standards

The Town has three areas on the Land Use Plan identified as Mixed Use. These are known as Lakeside DFW, River Walk at Central Park, and Furst Ranch. Though each development offers a mixture of uses within horizontal and vertical environments, they each have distinct architectural and natural elements that set them apart.

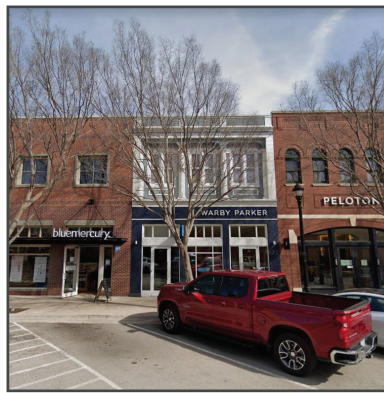
1. Franchise Architecture

- 1.1 To ensure that the character and quality of retail and commercial buildings contribute to the desired objectives for the District, franchise architecture, as defined by the Town's Code of Ordinances, is prohibited.

2. Building Façades

- 2.1 Building projections are encouraged. However, parts of each individual building's elements such as bays, show windows, balconies, canopies, awnings, colonnades, etc., need to be considered as a whole along the length of a block in terms of their scale, rhythm, and relationship to one another.
- 2.2 Building façades employing offsets in the exterior wall plane in order to highlight the movement of sunlight across the building face are encouraged, along with elements such as cornices, spandrels, window sills, lintels, and building projections which visually break down the scale of the façade into more human scale components.
- 2.3 Buildings should vary in their levels of detail, richness of material, and overall complexity of design. Buildings at significant sites, for example at corners, mid-block locations, and vista terminations, will utilize massings that are more varied and/or incorporate a higher level of detail.
- 2.4 The quality of building façades shall reflect the hierarchy and relative importance of spaces which they face, marking a progression from principal streets, secondary streets, alleys, and interior block spaces.

COMPLIANT EXAMPLES



Other Notable Mixed Use Developments*

- Southlake - Southlake Town Square
- North Richland Hills - Home Town
- Cypress - Bridgeland
- Irving - Cypress Waters
- Allen - Watters Creek

*as of 2023

3. **Mixed Use Façade Materials**

- 3.1 Masonry, which is defined as brick, stone, cast stone, terra-cotta, glass fiber reinforced concrete, precast concrete, and split face concrete masonry units.
- 3.2 Stucco, including synthetic stucco (exterior insulation finishing systems – EIFS).
- 3.3 Glazed ceramic and porcelain tile.
- 3.4 Fiber reinforced plastic (with the exception of plastic or vinyl siding) – used for exterior building components including but not limited to: cornice and entablature elements, decorative columns and pilasters, storefront trim, railings and balustrades, spandrel panels, and similar elements.
- 3.5 Painted steel and aluminum, cast iron, bronze, copper, and zinc.
- 3.6 Roofing materials (visible from any public right of way): copper, factory finished painted metal, slate, synthetic slate, terra-cotta, cement tile, glass fiber shingles.
- 3.7 Materials other than those used above may be used for architectural trim and accent applications including but not limited to: cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings.
- 3.8 The aggregate surface area of the primary façade material of building façades that front onto a public right-of-way or private streets should be at least eighty percent (80%) masonry and may be up to twenty percent (20%) stucco/EIFS.
- 3.9 The aggregate surface area of the primary façade material of building façades that front onto allies, vehicular block breaks, and pedestrian block breaks should be at least sixty percent (60%) masonry and may be up to forty percent (40%) stucco/EIFS.
- 3.10 The aggregate surface area of the primary façade material of building façades that front onto the Block Interior should be at least fifty percent (50%) masonry and may be up to fifty percent (50%) stucco/EIFS.

Notwithstanding the foregoing, the indicated maximum percentages may be exceeded on a per building basis provided they are maintained in the aggregate for any street side of a sub-district. For example, a single building may have a façade that is 100% stucco fronting onto a public right-of-way, provided that the aggregate area for all façades fronting that street, in that sub-district do not exceed 20%. Further, notwithstanding the foregoing, the limitations on the percentage of stucco/EIFS shall not apply to stucco or EIFS that is applied to a masonry or concrete substrate.

COMPLIANT EXAMPLES



4. **Building Entrances**

- 4.1 The design and location of building entrances shall be easily identifiable as primary points of access.
- 4.2 Primary building entrances should be defined and articulated by massing or architectural elements such as lintels, pediments, pilasters, columns, porticos, canopies, overhangs, railings, balustrades, and other similarly appropriate elements. Building elements employed at entrances should be compatible with the architectural style, materials, colors, and details of the building as a whole.
- 4.3 Primary building entrances to lobbies for upper level uses should be clearly identifiable and integrated into the design of the overall building façade.

5. **Building Orientation**

- 5.1 Buildings should be oriented toward the major street they front with a primary entrance located on that street.
- 5.2 The design of buildings on corner lots should address both streets; however, where the cross street is a less important street, the façade design may change to reflect the relative importance of that street.
- 5.3 Along major arterial roads, retail buildings may be oriented towards surface parking only if they are not adjacent to another major street.

6. **Building Massing**

- 6.1 A building's massing and scale should relate to its site, use, and the character of its neighborhood.
- 6.2 Along any given block, building façades should align with each other at the primary exterior wall plane in order to create a consistent street edge.
- 6.3 Buildings should be built close to or up to the edge of the sidewalk. Exceptions can be made for the creation of entry courts within the length of a single façade or for setbacks deemed appropriate for civic or institutional buildings.

Building heights should vary along the length of a block. Adjoining buildings of the same story height should, where practical and not in conflict with their overall architectural expression, have offsets in their adjoining parapet or cornice heights.

7. *Roofs and Parapets*

- 7.1 There is no required type of roof for particular building types; however, roofs should be appropriate to the architectural style of the building. Roof mounted equipment shall be screened from public rights-of-way.

8. *Utilities*

- 8.1 There should be no overhead utility lines within a Mixed Use Development.





TOWN COUNCIL AGENDA K.8. REGULAR ITEM(S)

DATE: October 2, 2023
FROM: John Chapman, Planner
ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR23-0002 – Nonresidential Design) by amending Chapter 98 “Zoning,” of the Town’s Code of Ordinances to amend nonresidential exterior design standards. (PZ recommended approval by a vote of 6 to 0 at its September 11, 2023, meeting.)**

BACKGROUND:

I. ITEM SUMMARY

This Town-initiated item proposes to amend the Town’s Land Development Regulations by updating language related to exterior design standards. The proposed amendment incorporates language from the Town’s “Urban Design Plan,” a component of the Master Plan, and introduces new design standards for parking garages.

II. BACKGROUND

Town Council was provided with a presentation of the “Urban Design Plan” at their April 20, 2023, work session meeting. Following staff presentation and discussion, Council directed staff to engage in updating photos, graphics and maps, and clarify language related to façade materials, door and window openings, and to incorporate color representation.

[April 20, 2023, Meeting Link](#)

A work session was held with the Planning and Zoning Commission at their August 28, 2023, meeting. During this meeting, staff was provided feedback on exterior building design related to door and window openings and parking garages.

[August 28, 2023, Meeting Link](#)

As part of this update, Land Development Regulation standards related to exterior design are also proposed to be updated to reflect the intent of the Town’s “Urban Design Plan” Master Plan component.

This item is related to MPA23-0004 – “Urban Design Plan” and “Area Plans” Refresh.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its September 11, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. DRAFT Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 98, "ZONING," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING NONRESIDENTIAL DEVELOPMENT STANDARDS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (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 (the "Town Council") previously adopted Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas; and,

WHEREAS, the Town Council finds and determines that it is necessary to amend various nonresidential development standards as envisioned within the "Urban Design Plan," a component of the Town's "Master Plan," as initiated by the Town Council at their April 20, 2023 work session meeting; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on September 11, 2023, and the Town Council held a public hearing on October 2, 2023, with respect to the amendments described herein; and,

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

WHEREAS, the Town Council finds that the amendments to Chapter 98 as outlined herein are in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

Division 8, "Exterior building material," of Article IV, "Supplementary District Regulations," of Chapter 98, "Zoning," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by deleting section 98-1164 and amending sections 98-1161 and 98-1163 to read as follows:

"Sec. 98-1161. – Compliance with division.

The exterior wall surface of nonresidential buildings shall comply with the standards of this division and the intent of the Urban Design Plan contained in the Town's Master Plan.

Sec. 98-1163. – Exterior wall construction for nonresidential buildings.

Exterior wall construction for any building constructed within a nonresidential zoning district or for a nonresidential use type within a residential zoning district, including within a multi-family district, must comply with the following regulations:

- (1) *Franchise architecture*. Franchise architecture is prohibited for all retail and commercial buildings or structures, unless the town council approves a meritorious design exception. Franchise architecture is defined as the design and construction of buildings for which the tenants and/or uses are readily recognizable solely by the buildings' architectural elevations, colors, materials, other architectural elements, and/or the arrangement thereof.
- (2) *Unified design theme*. A grouping of buildings (three (3) or more) must have a unified design theme for all buildings within the development. This design theme may be unique to the development, but must maintain a standard of high-quality construction and respect the contextual setting of other developments, nature, and history within its district.
 - a. Accessory buildings and parking structures must incorporate the design theme of the primary buildings within the development.
- (3) *Urban design plan*. Nonresidential buildings and associated accessory buildings shall comply with the "Urban Design Plan" component of the town's Master Plan.
- (4) *Parking garages*.
 - a. *Stairwells*. Stairwells necessary for a parking garage must be internal to the parking structure.

- b. *Outdoor lighting.* Parking structures must comply with Division 6 – Outdoor lighting, of this chapter.
- (5) *Roofs and pitch.* Roofs of non-residential buildings 15,000 square feet or less must reflect hip and/or gable styles with a slope between 6:12 and 9:12, unless town council approves a waiver to the requirement, upon recommendation from the planning and zoning commission. Such requests are most appropriate in areas that are not adjacent to residences, are part of large-scale development, and provide architectural detail to soften the appearance of large, tall, vertical walls.
- (6) *Exception.* A meritorious design exception to the requirements of this section may be approved by the town council by the affirmative vote of a simple majority of all members of the town council.

Secs. 98-1164 – 98-1200. – Reserved.”

SECTION 2

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

SECTION 3

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

SECTION 4

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 5

All rights and remedies of the Town of Flower Mound are expressly saved as to

any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 6

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 7

This Ordinance shall be in full force and effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 2ND DAY OF OCTOBER, 2023.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA K.9. REGULAR ITEM(S)

DATE: October 2, 2023
FROM: Theresa Scott, Town Secretary
ITEM: **Town Council to consider approval of a resolution to nominate individuals to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central (DCAD) Appraisal District.**

BACKGROUND: The process for electing the Board of Directors (Board) for the Denton Central Appraisal District (DCAD) starts with the nomination of individuals by the taxing jurisdictions, as defined in Section 6.03 of the Property Tax Code. Each jurisdiction may nominate up to five people to be considered for the Board by the deadline of October 15, 2023. The nominee must have resided in Denton County for at least two years prior to January 1, 2024.

The role of the Board is to hire the chief appraiser and to set the budget. The board has no authority to set values or appraisal methods.

In mid-December of 2023 taxing jurisdictions will vote on the nominees from the slate of candidates as put forward by the contributing jurisdictions. The amount of votes that can be cast by the taxing jurisdictions is based on the 2022 tax levy.

Based on new legislation, the term for board members will now be 4-year staggered terms, instead of 2-year terms for all; however, this year those selected will serve a 1-year term ending 12/31/2024. Next fall, there will be another call for nominations/appointments to allow for a staggered rotation process as described in attachment 1.

DCAD current board members are:
Roy Atwood, Chair (Carrollton)
Charles Stafford, Vice Chair (Denton)
Ann Pomykal, Secretary (Corinth)
David Terre, Member (The Colony)
Alex Buck, Member (Highland Village)
Michelle French, Ex Officio Member

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: 1. Nominate up to five citizens to be voted on by the Denton County taxing jurisdictions.
2. Take no action and vote on the candidates selected by other taxing jurisdictions in December.

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue)
N/A

Account Number(s):
100-XXX-XXXXX-XXXX

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

ATTACHMENTS:

1. Memo from DCAD
2. Resolution_DCAD

DRAFT MOTION: Move to nominate _____

Taxing Entities of Denton County:

This communication is to inform you on the timeline for the **Appointment and Election of the Board of Directors for the Denton Central Appraisal District (DCAD)**. The Texas Property Tax Code outlines this process in section 6.03.

As I am sure you are aware, during the 2nd special session of the 88th Legislature, SB2 passed and was signed by Governor Abbott. In this bill, there were a few changes to the composition of the board and the term limits established for each member of the board. The DCAD Board of Directors is increasing from a 5 member board with the Tax Assessor/Collector as an ex officio member to a 9 member board, which will be made up of the 5 members appointed by the taxing entities, the Tax Assessor/Collector, and 3 publicly elected members. It is our interpretation of the new law that the Tax Assessor/Collector will now be a voting member of our board in order to avoid a tie in votes.

There are no changes to the nomination and appointment process for the taxing entities; however, all board members will now serve staggered 4-year terms, instead of 2-year terms for all.

This year, you will all appoint 5 members to serve a term of 1 year ending on December 31, 2024. Next fall, we will have another round of nominations and appointments for all 5 members to begin a new term on January 1, 2025. For that term, 2 directors will be appointed to serve a 1-year term and 3 directors will be appointed to serve 3-year terms. This will be done by random draw. Thereafter, all elected directors will serve 4-year terms. I will assign each member a "place" on the board of 1 through 8 so that moving forward staggering places will be easily identified and tied to a specific seat. This will be done at random draw as well.

The 3 members that are publicly elected in the May 2024 election, will take office on July 1, 2024 and serve a term that expires on December 31, 2026. That said, there will be a new election for those 3 places on the board in the November 2026 election and those elected will take office January 1, 2027. These three elected members will draw as well to determine which director will serve a 2-year term and the other 2 directors will serve a 4-year term.

These provisions take effect only if the constitutional amendment proposed by H.J.R 2 is approved by the voters this November. I think we are all fairly confident this bill will pass, considering it also contains property tax relief by increasing the ISD homestead exemption and providing a 20% cap limitation on appraised value of non-residential homestead real property.

Please see the timeline below for the nomination, voting and appointment process.

ACTION BY CHIEF APPRAISER:

Allocation of votes is to be done before October 1st. We will calculate the number of votes for each entity and send out that allocation by email to the county, cities and school districts. **Tax Code 6.03 (e)** There are 5,000 total votes to be distributed based on tax levy, and each taxing entity's vote allocation is based on their tax levy compared to the grand total levy for all taxing entities for the previous year. *Example: If a taxing entity's tax levy is calculated to be 5% of the grand total levy for all taxing entities, the taxing entity would be allocated 250 votes.*

ACTION BY ENTITY:

Nomination of candidates is to be done before October 15th. Since October 14th is a Saturday, the deadline will shift to the next business day, October 16th. **This must be done by submitting a nominating resolution to us no later than the end of the business day on the 16th.** Each entity that is entitled to vote may nominate up to one candidate for each position to be filled on the Board of Directors. All five of the board positions are included in this appointment, therefore each taxing entity can nominate a maximum of five candidates. **Tax Code 6.03 (g)** The Resolution must include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district (*Denton County*) and must have resided in the district for at least two years immediately preceding the date they take office. **Remember that this is the nominations part of the process and the written resolution associated with this phase of the election should only include nominations of candidates.**

ACTION BY CHIEF APPRAISER:

Delivery of ballots is to be done before October 30th. Since October 29th is a Sunday, the deadline will shift to the next business day, October 30th. I will do my best to prepare and deliver a ballot listing the candidates whose names were timely submitted to each entity as soon as possible (my goal will be the week of October 23rd). The ballot will list each candidate, alphabetically sorted by surname. **Tax Code 6.03 (j)**

ACTION BY ENTITY:

Entities cast their votes before December 15th. To be clear, the deadline is for voting resolutions to be received by the chief appraiser by the end-of-day December 14th. This must be done by resolution. If a ballot is returned marked, it must be accompanied by a resolution adopted in a public meeting.

Tax Code 6.03 (g), 6.03 (k and k-1 effective 1-1-2022)

Please remember that taxing entities with 5% or more of the total votes MUST determine its votes by resolution adopted at the FIRST or SECOND OPEN meeting of the governing body held after the chief appraiser delivers the ballot, and the resolution must be submitted to the chief appraiser no later than the THIRD day following the date the resolution was adopted. This applies to taxing entities with 250 or more votes.

ACTION BY CHIEF APPRAISER:

Director appointment results will be sent out before December 31st. We will count the votes and declare the five candidates who received the largest cumulative vote totals to begin serving a new term beginning January 1, 2024. **Tax Code 6.03 (k)**

Thank you all so much for your continued support! If you have any questions let me know.

Best Regards,

Don Spencer, RPA

Chief Appraiser

Denton Central Appraisal District

don.spencer@dentoncad.com

(940)349-3978

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING THE TOWN OF FLOWER MOUND'S NOMINATION(S) FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE DENTON CENTRAL APPRAISAL DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6.03 of the Tax Code provides for the selection of members for the Denton Central Appraisal District's (DCAD) Board of Directors based on the standard process of nominations and selection by the voting units in a taxing jurisdiction;

WHEREAS, each taxing jurisdiction is allotted five nominations and the taxing jurisdictions will vote on the slate of candidates in December of 2023.

WHEREAS, it is the desire of the Town Council of the Town of Flower Mound, Texas, to nominate the following individuals as a candidate to be considered by the taxing jurisdictions for the Board of Directors of the Denton Central Appraisal District (DCAD):

1.	
2.	
3.	
4.	
5.	

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

SECTION 1

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

SECTION 2

This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO ____ ON THE 2ND DAY OF OCTOBER, 2023.

APPROVED:

ATTEST:

Derek France, MAYOR

Theresa Scott, TOWN SECRETARY